

**MOOD AND SPEECH FUNCTION REALIZATIONS  
OF RIGHTS AND RESPONSIBILITIES IN  
“*TWITTER’S* TERMS OF SERVICE”**

**A THESIS**

**Submitted in partial fulfillment of the requirements for the Degree  
of *Sarjana Sastra* (S.S.) in English Language**



**By:**

**Siska Fauzi  
C11.2009.01040**

**FACULTY OF HUMANITIES  
DIAN NUSWANTORO UNIVERSITY  
SEMARANG  
2013**

## **PAGE OF APPROVAL**

This thesis has been approved by Board of Examiners, Strata 1 Study Program of English Language, Faculty of Humanities, Dian Nuswantoro University on October, 2013.

### **Board of Examiners**

Chairperson

First Examiner

**Achmad Basari, S.S., M.Pd.**

**Drs. A. Soerjowardhana, M.Pd.**

Second Examiner

Advisor

**Setyo Prasiyanto C., S.S., M.Pd.**

**Sunardi, S.S., M.Pd.**

Approved by:

Dean of Faculty of Humanities

**Achmad Basari, S.S., M.Pd.**

## **STATEMENT OF ORIGINALITY**

I certify that this thesis is absolutely my own work. I am completely responsible for the content of this thesis. Opinions or findings of others are quoted and cited with respect to ethical standard.

Semarang, September 2013

Siska Fauzi

## **MOTTO**

- Believe your dreams and do action to make your dreams come true  
(siska fauzi)
- Believe that life is worth living and your belief will help create the fact  
(William James)
- Without a struggle, there can be no progress (Frederick Douglass)
- Life as if you were to die tomorrow. Learn as if you were to live forever  
(Mahatma Gandhi)

## **DEDICATION**

I dedicate my thesis to:

1. My God, Allah SWT, who gives me a chance, power and blesses me during the writing of this thesis.
2. My beloved parents: Parjo Saputro and Nangimah, thank you for giving me this great love, support, and trust to do my thesis.
3. Mrs. Widyastuti and family, Mrs. Christine Rini and family, thank for your support, help and for scholarship, so that I can be here.
4. Genoveva Anesca Mora, My angel who always gives me spirit to make one of my big dreams comes true.

## **ACKNOWLEDGEMENT**

At this happiest moment, I wish a prayer to Allah SWT who has blessed me during the writing of this thesis.

I would like, furthermore, to express my sincere thanks to:

1. Mr. Achmad Basari, S.S., M.Pd., Dean of Faculty of Humanities of Dian Nuswantoro University, who gave permission to me to conduct this study;
2. Mr. Sarif Syamsu Rizal, M.Hum., Head of English Department of Strata 1 Program, Faculty of Humanities of Dian Nuswantoro University, who gave permission to me to conduct this research;
3. Mr. Sunardi, S.S., M.Pd., my advisor, for his continuous and valuable guidance, advice and encouragement in completing this thesis;
4. All lecturers at the English Department of Faculty of Humanities of Dian Nuswantoro University, who have taught, motivated, and given guidance during the writing this thesis;
5. The librarians of the Central Library of Dian Nuswantoro University for their permission for me to use some valuable references in writing this thesis;
6. My beloved Siblings: Wiji Hastuti, Urip Andriansyah, Saraswati, Reza Ardi Arni and Nana Kirani, thank for your support and loves.
7. My beloved friends in English Department of 2009 batch, Especially for; Abid, Hanung, Ira, Dina, Mas Wahyu, Dayu, Catur, Lintang, Dwi Andi, and Erwin, thank for your helps and for being my great friends.

8. Beloved people around me; Koko Anton, Indra, Mama Susi, Papa Moedji, Mas Syifa, Dek Tita, Dek Ayu, Deni, and Dion thank you for always support me.

Finally, I do realize that due to my limited ability, this thesis must have shortcomings. For this, I welcome any suggestions and criticism.

Semarang, October 2013

Siska fauzi

## TABLE OF CONTENTS

PAGE OF TITLE .....	i
PAGE OF APPROVAL .....	ii
STATEMENT OF ORIGINALITY .....	iii
MOTTO .....	iv
DEDICATION .....	v
ACKNOWLEDGEMENT .....	vi
TABLE OF CONTENTS .....	viii
LIST OF TABLES .....	xi
LIST OF FIGURE .....	xii
LIST OF APPENDICES .....	xiii
ABSTRACT .....	xiv
CHAPTER 1 INTRODUCTION .....	1
1.1 Background of the Study .....	1
1.2 Statement of the Problem .....	5
1.3 Objective of the Study .....	5
1.4 Scope of the Study .....	5
1.5 Significance of the Study .....	6
1.6 Thesis Organization .....	6
CHAPTER II REVIEW OF RELATED LITERATURE .....	8
2.1 Language .....	8
2.2 Spoken and Written Language.....	9
2.3 Systemic Functional Grammar .....	14



2.4	Meaning.....	11
2.5	Interpersonal Meaning.....	12
2.6	Mood.....	13
2.7	Mood Types .....	21
2.8	Speech Functions .....	26
2.9	Social Networking Service.....	31
CHAPTER III	RESEARCH METHOD .....	39
3.1	Research Design .....	39
3.2	Unit of Analysis .....	39
3.3	Source of Data .....	39
3.4	Techniques of Data Collection .....	40
3.5	Techniques of Data Analysis .....	40
CHAPTER IV	DATA ANALYSIS .....	43
4.1	Findings of Mood types and speech function in Twitter's terms of service.....	43
4.1.1	Mood Types .....	44
4.1.2	Speech Functions .....	46
4.2	Discussion of Mood types and speech function in Twitter's terms of service.. .....	51
4.2.1	Mood Types.....	51
4.2.2	Speech Functions .....	57
4.2.3	Initiating Congruent and Incongruent speech function.....	59

CHAPTER V CONCLUSION AND SUGGESTION .....	62
5.1 Conclusion .....	62
5.2 Suggestion .....	63
BIBLIOGRAPHY .....	65
APPENDICES .....	66

## LIST OF TABLES

Table 2.1 Characteristic Features of Spoken and Written Language.....	10
Table 2.2 Finite Verbal Operator.....	16
Table 2.3 List of Mood Adjunct Types.....	21
Table 2.4 Speech Functions and Responses.....	27
Table 2.5 Speech Functions and Typical Mood in Clause.....	30
Table 2.6 Congruent and Incongruent Realization of Speech Function.....	31
Table 2.7 Rights and Responsibilities Distinguished by Function.....	36
Table 4.1 Frequency of Clauses in the text of Twitter's terms of service.....	43
Table 4.2 Frequency of Mood Types found in the text of Twitter's terms of service.....	44
Table 4.3 Frequency of the Initiating and responding Speech Function in the of Twitter's terms of service .....	47
Table 4.4 Frequency of Congruent and Incongruent Initiating and responding Speech Function .....	50

## **LIST OF FIGURE**

Figure 2.1 Mood Types.....	22
Figure 2.2 Giving or Demanding, goods & services or information.....	27

## **LIST OF APPENDICES**

Appendix 1. The Original Text of Twitter's terms of service.....	1
Appendix 2. Clauses in the text.....	6
Appendix 3. Clauses as Right and Responsibilities in the text.....	13
Appendix 4. Mood Types in the text.....	22
Appendix 5. Mood Types and Speech Functions .....	59

## ABSTRACT

This thesis has two objectives. First is aimed at finding out the mood types realizations of rights and responsibilities in “Twitter’s terms of service”. Second, it is aimed at finding out the speech functions realizations of rights and responsibilities in each clauses of “Twitter’s terms of service”.

There are 2 clauses found in the text, divided into 143 clauses of Rights and 142 clauses of Responsibilities. The mood types found in the text are 278 declaratives and 7 imperatives. The declarative clauses (97.55%) which are divided into 143 declaratives of Rights and 135 declaratives of Responsibilities are major than the imperative clauses (2.45%) which are consist of 7 clauses. The speech functions found in the text are 276 statements and 9 commands. Statements (96.84%) which are divided into 143 statements of Rights and 133 statements of Responsibilities are major than commands (3.16%) which are consist of 7 congruent and 2 incongruent commands.

It is concluded that Rights of terms were dominated by declaratives as the mood types and all of them used statements as the speech function. Moreover, Responsibilities were dominated by declaratives as the mood types and statements as the speech function and contains imperatives as the mood types and command as the speech function. It means that in “Twitter’s terms of Rights” mostly give the information than demand service and Responsibilities eventhough mostly give the information and contains of demands goods or services.

*Keywords* : *Mood types, Responsibilities, Rights, Speech Function, “Twitter’s terms of service”.*

## **CHAPTER 1**

### **INTRODUCTION**

#### **1.1 Background of the Study**

People as human being, spend much their live interacting with other people. They convey the messages, express thoughts and emotions, transfer the ideas, informations, news, etc, to make a balance relationship. Language is the way to communicate with each other; it develops time by time. People use either written or spoken language.

Written language is the way to convey the messages without any limitation of time or place. However, written language needs some pattern to make the writing understandable for the readers. Meanwhile, spoken language is the way to convey the messages, which has some topics in one time of speaking' event or conversation. It can jump from one topic to another depending on the speaker and context of situation.

Gerot and Wignell (1994: 161) state that spoken and written languages are both complex but in different ways. Spoken language tends to be complex grammatically and written language tends to be complex lexically. Spoken language tends to be grammatically intricate whereas written language tends to be lexically dense.

In using language, people need a pattern to make the messages understandable, so that it conveyed clearly. The pattern is called grammar.

Grammar is a theory of language of how language is put together and how it works. Gerot and Wignell (1994:4) state that "there are three grammars which have had a major influence on schools in this century". These are as traditional grammar, formal grammar, and functional grammar.

Traditional grammar aims to describe the grammar of standard English by comparing it with Latin. Formal grammar is concerned to describe the structure of individual sentences. Functional grammar views language as resource for making meaning. This grammar attempts to describe language in actual use and so focus on text and their context. They concern not only with the structures but also how those structures construct meaning. Functional grammar or systemic functional linguistics considers function and semantics as the basis of human language and communicative activity.

According to Halliday (1985: xiii) "The fundamental components meaning in language are functional components. All languages are organized around three main kinds of meanings such as ideational meanings, interpersonal meanings and textual meanings". These principal components of meanings or metafunctions are added in the structure of clause.

Ideational meanings are meanings about phenomena-about things (living and non living, abstract and concrete), about goings on (what the doings). These meanings are realized in wordings through Participants,



Processes, Circumstances. Meanings of this kind are most centrally influenced by the field of discourse.

Interpersonal meanings are meanings which express a speaker's attitude and judgments. These are meanings for acting upon with others. Meanings are realized in wordings through what is called Mood and Modality. Meanings of this kind are most centrally influenced by tenor of discourse.

Textual meanings express the relation of language to its environment, including both the verbal environment - what has been said or written before (co-text) and the non verbal, situational environment (context). These meanings are realized through patterns of Theme and Cohesion. Textual meanings are most centrally influenced by mode of discourse.

Language has main role in human daily activity, especially in this modern life. In this era, people use languages to communicate with each other using modern services. In spoken language besides taking a direct conversation by face to face, people use media as telephone or video call to make a conversation. Then, in written language besides using text as a media, people use cellular phone to convey their messages by sending short message or in recently, many people use electronic networks to convey their messages or ideas.

Electronic networks are a new communication medium that allows people to interact, coordinate action, and access and exchange information,

all from their desktop computers. The networks have spawned a growing set of services that now include electronic mail, electronic publications and bulletin boards, conferencing, on-line information services and digital libraries, electronic transactions, and computer playgrounds. By using electronic networks, people share experiences and activity. One of the most popular electronic networks use to communicate is Twitter. There are some facilities for user, such as; sharing the ideas or sending messages in Twitter; service of following other users; and access to see other user's timeline or profile.

In this research, the data is "Twitter's terms of service", which is in the written text form. The data is the terms of service between Twitter and user, which consists of rights and responsibilities of them. Based on the three kinds of meanings explained above, the researcher decided to analyze interpersonal meaning. In this research, It is express writer's attitude and judgements to the reader, in this case is Twitter and User.

The researcher chooses this data which is Twitter's terms of service because Twitter is one of the most popular social networks in this time. The main requirement need to access all of the services is User's sign up step. Users also need to agree with all of the terms in Twitter related to the use of the service. It becomes the main part of Twitter's service and contains of written texts that have spoken meaning. At the same time, a text is a series of exchanges between speaker and addressee-even if it is a one-side monologue that is essentially a series of statement

acknowledged silently by the addressee. The researcher would like to know, relationship between Twitter's attitude and judgements and User. In other hand, this data were different from the data in the previous researchers, which are mostly in the form of spoken text.

## **1.2 Statement of the Problem**

Based on the topic that the researcher takes and the background that the researcher explains above, the problems of this research are as follows:

1. What are the mood types of rights and responsibilities in "Twitter's terms of service"?
2. What are the speech functions of rights and responsibilities in "Twitter's terms of service"?

## **1.3 Objective of the Study**

Based on the problems above, the research is expected to find out:

1. The mood types of rights and responsibilities in "Twitter's terms of service".
2. The speech functions of rights and responsibilities in "Twitter's terms of service".

## **1.4 Scope of the Study**

This research is limited to the analysis of interpersonal meanings, by focusing on the moods and speech functions of rights and responsibilities in "Twitter's terms of service".

## **1.5 Significance of the Study**

Hopefully, the result of the study is expected to give contribution for the following person or institution:

### **1. The Researcher**

The Researcher gets and develops more knowledge about interpersonal meanings, especially in mood types and speech functions elements.

### **3. Readers of the thesis**

This research is expected to make the reader know about interpersonal meanings, especially mood types and speech functions. The researcher also gives references for further study and helps the readers to understand more about interpersonal meanings.

### **4. Dian Nuswantoro University**

To provide additional references for the library of Dian Nuswantoro University, especially for the students who are going to study interpersonal meanings.

## **1.6 Thesis Organization**

In order to present this thesis systematically in accordance with academic writing principles and to make it easy for the readers to understand the content, this research is presented in five chapters with the following organization.

Chapter one is introduction, which discusses the general background of the study, statement of the problem, scope of the study, significance of the study, and organization of the thesis.

Chapter two presents review of related literature. This chapter explains theories which are used to analyze the data. The theories are language, spoken and written language, systemic functional grammar, meaning, interpersonal meaning, mood, mood types, speech function, and social networking service.

Chapter three contains research method, which involves research design, unit of analysis, source of data, techniques of data collection, and techniques of data analysis.

Chapter four presents the analysis of mood and speech function of rights and responsibilities in “Twitter’s terms of service”.

Chapter five consists of conclusion and suggestion of the study after concluding the analysis.

## **CHAPTER II**

### **REVIEW OF RELATED LITERATURE**

A research cannot be said theoretical if it does not have any theory to support it, because of that in this chapter the researcher would like to present the theories that support the analysis.

The theories used in this thesis is the introduction of rights and responsibilities as the first part, language, spoken and written language, Systemic Functional Grammar, meaning, interpersonal meaning, mood, mood element, mood types, and speech function.

#### **2.1. Language**

People need language as the way to communicate or share the ideas. A Language is a coding system and a means by which information may be transmitted or shared between two or more communicators for purposes of command, instruction or play.

Language is basically a means of both oral and written communication. Without language, people in community cannot cooperate in their activity. Language allows people to say things to each other and express their communication needs. Language is the cement of society, allowing people to love work, and play together.

Jackson and Howard state that “language is the particular form of verbal communication used by a specific group of speakers. A language is

defined in part by the particular characteristics of its pronunciation, grammatical structure and vocabulary. It is the human faculty that enables us to exchange meaningful messages with some of our fellow human beings by means of discourse and text, which are structured according to the rules and conventions of the particular language that people share with those fellow human beings”.

## **2.2. Spoken and written language**

Spoken and written languages are expression side of language, the media by which people disseminate their verbal messages. All languages have a spoken form, but not all written, and no natural language has existed in a written form before being a spoken language.

Gerot and Wignell (1994: 161) state that spoken and written languages are both complex but in different ways. Spoken language tends to be complex grammatically and written language tends to be complex lexically. Spoken language tends to be grammatically intricate whereas written language tends to be lexically dense.

Spoken language is not the same as written one. They have different characteristic features. Gerot and Wignell state that spoken and written language differ in number of ways. Eggins (1994:57) mentions the differences between spoken and written language as shown in table 2.1:

**Table 2.1 Characteristic Features of Spoken and Written Language**

Spoken Language	Written Language
Turn taking organization	Monologic organization
Context dependent	Context independent
Dynamic structure Interactive staging Open-ended	Synoptic structure - Rhetorical staging - Closed, finite
Spontaneous phenomena (false start, hesitations, interruptions, overlap, incomplete clauses)	“final draft” (polished) indication of earlier drafts removed
Everyday lexis	“Prestige” lexis
Non-standard grammar	Standard grammar
Grammatical complexity	Grammatical simplicity
Lexically sparse	Lexically device

Source : (Eggins, 1994: 57)

### **2.3. Systemic Functional Grammar**

It is part of a broad social semiotic approach to language called systemic linguistics. The term "systemic" refers to the view of language as "a network of systems, or interrelated sets of options for making meaning"; The term "functional" indicates that the approach is concerned with meaning, as opposed to formal grammar, which focuses on word classes such as nouns and verbs, typically without reference beyond the individual clause.

Systemic Functional Grammar means that it is based on meaning. It tries to view a language as a system for making: a semantic system, with other system for encoding the meaning it produces.

Systemic Functional Grammar is the study of linguistic forms in relation to the meaning that they express. It described as a functional-



semantic approach to language which explores both how people use language in different context, and how language is structured for use as a semiotic system.

## 2.4. Meaning

Meaning is essentially equated with function, and that describing language from this perspective appears at first sight to be a much less manageable task than describing the structures.

According to Halliday(1985:xiii) the fundamental components of meaning in language are functional components. All languages are organized around three kinds of meaning: interpersonal meaning, experiential meaning, and textual meaning.

They can be explained as follows:

1. *Experiential meanings or ideational meanings* are meanings about phenomena or about thing (living and non living, abstract and concrete), about goings on (what the doings). These meanings are realized in wordings through participants, processes, and circumstances. Meanings of this kind are most centrally influenced by the field of discourse.
2. *Interpersonal meanings* are meanings which express a speaker's attitudes and judgments. These are meanings for acting upon and with others. Meanings are realized in wordings through what is

called mood and modality. Meanings of this kind are most centrally influenced by the tenor of discourse.

3. *Textual meanings* express the relation of language to its environment, including both the verbal environment, what has been said or written before (context) and the non verbal, situational environment (context). These meanings are realized through patterns of theme and cohesion. Textual meanings are most centrally influenced by mode of discourse.

Three types of meaning are expressed through language because these are strands of meaning we need to make in order to make sense of each other and the world.

## **2.5. Interpersonal Meaning**

Interpersonal meanings are meanings which express a speaker's attitudes and judgments (Gerot and Wignell 1994: 13). These are meanings for acting upon and with others. Meanings are realized in wordings through what is called mood and modality. Meanings of this kind are most centrally influenced by the tenor of discourse.

Interpersonal meanings construing tenor are realized lexicogrammatically by the system of mood and modality with the mood element further analyzed into subject and finite. This metafunction is about the social world, especially the relationship between speaker and hearer, and concerns with the clause as exchanges.

We use language to make interpersonal meanings; meanings about our role relationships with other people and our attitudes to each other. Whatever use we put language to we are always expressing an attitude and taking up a role.

At the same time, whenever we use language there is always something else going on. While construing, language is always also enacting; enacting our personal and social relationships with the other people around us. The clause of grammar is not only a figure, representing some process- some doing or happening, saying or sensing, being or having- together with its various participants and circumstances; it is also a proposition, or a proposal, whereby we inform or question, give an order or make an offer, and express our appraisal of and attitude towards whoever we are addressing and what we are talking about. This kind of meaning is more active; this is language as action, Halliday (2004;45).

## 2.6. Mood

The mood carries the interpersonal functions of the clause and consists of **subject + finite**.

Egins (1994: 152) states that “the mood structure of the clause refers to the organization of the set of functional constituent, including constituent subject”.

Mood is the central aspect of the grammar of exchange and its elements including subject have a function to construct a role of clause as an exchange.

### 2.6.1. Mood Elements

According to Gerot and Wignell (1994: 25), “the mood element consists two parts, they are subject, which is realize by a nominal group and finite element, which is part of the verbal group. The rest of the verbal group is the predicator, which forms part of the residue. A clause thus consists of Mood + Residue.

According to Halliday (2004:111), when we come to look closely at statements and questions, and at the various responses to which these naturally give rise, we find that in English they are typically expressed by means of a particular kind of grammatical variation: variation which extends over just one part of the clause, leaving the remainder unaffected.

Mood element has a clearly defined semantic function: it carries the burden of the clause as an interactive event. So it remains constant, as the nub of the proposition, unless some positive step is taken to change it.

What is the component that is being bandied about in this way? It is called the **Mood** element, and it consists of two parts: (1) the **Finite** operator, which is part of a verbal group, and (2). the **Subject**, which is a nominal group.

#### 2.6.1.1. Finite elements

Gerot and Wignell (1994: 25) state that “the finite element is one of the small numbers of verbal operators expressing tense, modality and polarity”.

The Finite element, as its name implies, has the function of making the proposition finite. That is to say, it circumscribes it; it brings the proposition down to earth, so that it is something that can be argued about. A good way to make something arguable is to give it a point of reference in the here and now; and this is what the Finite does. It relates the proposition to its context in the speech event.

Finite is being the core that is bandied about exchanges because it carries the validity of the proposition (Thompson, 2004).

Finite can be divided into two kinds; Finite verbal operator Temporal and modal.

**Temporal Finite Verbal operators:** these words anchor the proposition by reference to time. They give tense to the Finite—either past, present or future. **Finite Modal Operators:** these words anchor the proposition not by reference to time but by reference to Modality.

Examples:

It                      **wasn't**                      Michael

Subject	<b>Finite</b>	Residue
Mood		

That                      **will never**                      come off there

Subject	<b>Finite</b>	Residue
Mood		

Table 2.2 lists the Finite verbal operators, positive and negative. Note that some of the negative forms, such as *mayn't*, are rather infrequent; if they occur in a negative clause, the negative is usually

separated (*may not, used not to*). In such cases, the *not* can be analysed as part of the Residue; but it is important to note that this is an oversimplification — sometimes it belongs functionally with the Finite.

**Table 2.2 Finite verbal operators:**

	<b>temporal operators</b>		
	<b>Past</b>	<b>Present</b>	<b>Future</b>
Positive	did, was, had, used to	does, is, have	will, shall, would, should
Negative	didn't, wasn't, hadn't, didn't + used to	doesn't, isn't, hasn't	won't, shan't, wouldn't, shouldn't
	<b>modal operators</b>		
	<b>Low</b>	<b>Median</b>	<b>High</b>
Positive	can, may, could, might, (dare)	will, would, should, is/was to	must, ought to need, has /had to
Negative	needn't, doesn't/didn't + need to, have to	won't, wouldn't, shouldn't, (isn't/wasn't to)	mustn't, oughtn't to, can't, couldn't, (mayn't, mightn't, hasn't/hadn't to)

(Halliday 2004:116)

For example:

*You may not leave before the end ('are not allowed to'): not is part of Finite*

*You may not stay right to the end ('are allowed not to'): not is part of Residue*

#### **2.6.1.2. Subject elements**

“Subject is something by reference to which the proposition can be affirmed or defined”. It provides the person or thing in whom is vested the

success or failure of the proposition, what is “held responsible” (Halliday (1995: 76)).

Eggins and Slade (1994:75) state that subject is the pivotal participant in the clause, the person or thing that the proposition is concerned with and without whose presence there could be no argument or negotiation.

Gerot and Wignell (1994: 28) explain that “the subject is that upon which the speaker rests his case in exchanges of information, and the one responsible for insuring that the prescribed action is or is not carried out in exchange of goods and services”.

Example:

**She**                      is                      a student

<b>Subject</b>	Finite	Residue
Mood		

### 2.6.2. Predicator

Predicator encodes the action or process involved in the clause. It gives content to verbal element of the proposition, telling listeners what is or was happening.

Gerot and Wignell (1994: 31) explain that the predicator is the verb part of the clause; the bit which tells what’s doing, happening or being. There are also non-finite (‘to’+ verb and verb + ‘ing’) clauses containing a Predicator but no Finite element.

Examples:

She                      **reads**                      a novel

Subject	Finite	<b>Predicator</b>	Complement
Mood		Residue	

So as                      **to give**                      Henry                      more room

<b>Predicator</b>	Complement	Complement
Residue		

**Giving**                      Henry                      more room

<b>Predicator</b>	Complement	Complement
Residue		

### 2.6.3. Complement

Complement is a participant which is somehow implicated in the proposition. The complement answers the questions '*is/had what*', '*to whom*', '*did to what*'.

Example:

Clearly                      the man                      was                      **innocent**

Subject	Finite	<b>Complement</b>
Mood		Residue

### 2.6.4. Adjunct

An Adjunct is an element that has not got the potential of being Subject; that is, it cannot be elevated to the interpersonal status of modal responsibility. This means that arguments cannot be constructed around those elements that serve as Adjuncts; in experiential terms, they cannot be



constructed around circumstances, but they can be constructed around participants, either actually, as Subject, or potentially, as Complement. An Adjunct is typically realized by an adverbial group or a prepositional phrase (rather than by a nominal group).

There are three main types of adjuncts; circumstantial, interpersonal and textual.

#### a) Circumstantial adjuncts

These are adverbs or prepositional phrases which express meanings about when, where, how, why, or with the proposition occurred.

Example:

Henry            reads            a book            **in the library**

Subject	Fin.	Pred.	Complement	<b>Circ. Adjunct</b>
Mood		Residue		

*In the library* is adjunct, answering the question ‘where’.

#### b) Conjunctive adjuncts

Conjunctive Adjuncts include items, such as: ‘for instance’, ‘anyway’, ‘moreover’, ‘meanwhile’, ‘therefore’, ‘nevertheless’.

Conjunctive Adjuncts (sometimes called ‘discourse markers’) have the function of signaling how the clause as a whole fits in with the preceding text. The meanings that they express are textual meanings.

Example:

**Meanwhile,** written language is more complex

Conjunctive adjunct	Subject	Fin.	Pred.	complement
	Mood		Residue	

### c) Comment adjuncts

Comment Adjuncts express the speaker's comment on what he or she is saying. Comment Adjuncts include such items as 'frankly', 'apparently', 'hopefully', 'broadly speaking', 'understandably', 'to my surprise'. They express interpersonal rather than textual meanings, but fall outside of Mood-Residue structure.

Example:

**Unfortunately** however they were too late

Comment adjunct	Conjunctive Adjunct	Subj.	Fin.	Complement
		Mood		Residue

### d) Mood Adjuncts

Mood adjuncts relate specifically to the meaning of the finite verbal operators, expressing probability, usuality, obligation, inclination or time.

Example:

**Surely** he wasn't being serious

Mood Adjunct	Subj.	Fin.	Pred.	Complement
Mood			Residue	

**Clearly**                      the man                      was                      innocent

Mood Adjunct	Subject	Finite	Complement
Mood			Residue

Here ‘**clearly**’ is a mood adjunct, indicating speaker certainty.

**Table 2.3 List of Mood Adjunct Types**

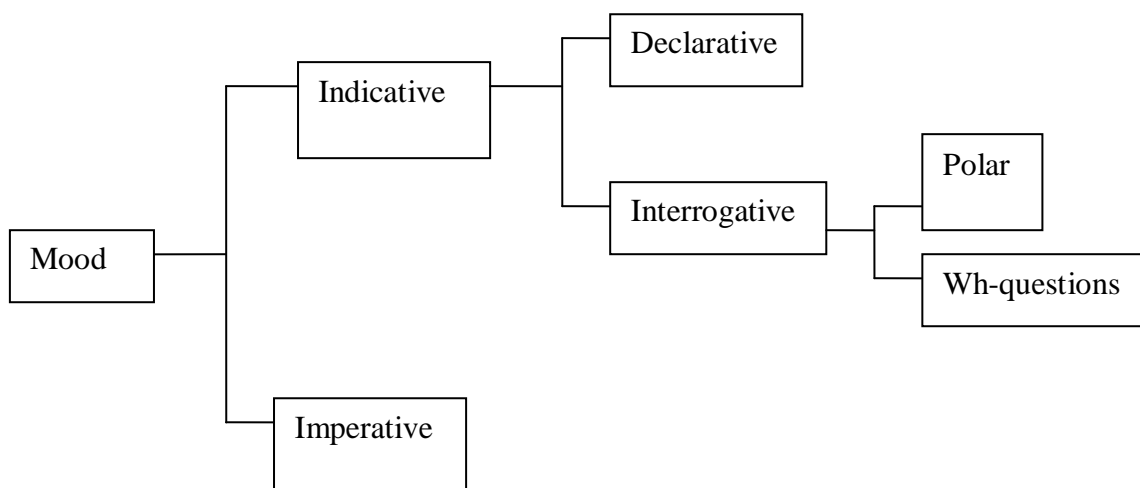
Type	Meaning	Example
Polarity		Not, yes, no
Probability	“How likely?”	Probably, possibly, certainly, perhaps, maybe
Usuality	“How often?”	Usually, sometimes, always, never, ever, seldom, rarely
Readiness	“I want to”	Willingly, readily, gladly, certainly, easily
Obligation	“You must”	Definitely, absolutely, possibly, at all cost, by all means
Time		Yet, still, already, once, soon, just
Typicality	“How typical?”	Occasionally, generally, regularly, mainly
Obviousness	“How obvious?”	Of course, surely, obviously, clearly
Intensity		Just, simply, merely, only, even, actually, really
Degree		Quiet, almost, nearly, scarcely, hardly, absolutely, totally, utterly, entirely, completely

**Halliday (1994:49)**

## **2.7. Mood Types**

Gerot and Wignell (1994: 38) state that “mood in English is realized by the position in the clause of the subject and finite”. Mood is divided into two types; there are indicative mood and imperative mood. Indicative mood can also be subdivided into two kinds, there are declarative mood and interrogative mood, and interrogative mood is also

two kinds, that are polar (yes/no question) and Wh- questions. Types of mood are realized in the diagram:



**Figure 2.1 Mood Types**

**Source: (Gerot and Wignell, 1994: 38)**

### **2.7.1. Indicative mood**

Indicative mood is realized by (↘) the features Subject + Finite. There are two kinds of indicatives, they are declarative and interrogative. Declarative clause expresses the statement which is cover past, present and future tense and usually showed by the structure which is subject precede finite.

#### **2.7.1.1. Declarative**

Declarative clauses can be identified as clauses in which the structural element of subject occurs before the finite element of the clause.

#### **2.7.1.1.1. Full Declarative**

Declarative clauses can be identified as clauses in which the structural element of Subject occurs before the finite element of the clause. The Subject has been underlined, and the Finite element is shows in Italics.

Example

He plays guitar.

#### **2.7.1.1.2. Elliptical Declarative**

Elliptical Declarative clauses is an information significant component of the structure depending on the context for elliptical declarative, it means when the second speaker responds to a first speaker by cooperatively adding some information the first speaker clause. Moreover, the production of elliptical declaratives happens when some way in the process, ellipsing some elements.

Example

“Except you”.

#### **2.7.1.1.3. Tagged Declarative**

This clause type falls midway between the declarative an polar interrogative. Structurally it has the sequence of a declarative, with the subject occurring before the finite element. However, unlike the simple declarative, the tagged declarative has what is called a “mood tag” added to it.

The following is example of tagged declarative; (subject underlined; finite in italic; mood tag in bold).

Example:

I've told you about what points are *haven't I*?

#### 2.7.1.2. Interrogative

Interrogative clauses are different from declarative, the one that make it different are from the structure of the subject and the finite. The declarative clause are realize by the subject precedes the finite structure, while interrogative clause are realize by finite precedes subject structure.

##### 2.7.1.2.1. Polar Interrogative

The structure of polar interrogative is the finite precedes the subject. Polar interrogative clause also known as yes/no question.

Example:

Did she see the photos in her coz?

Fin.	S	Pred.	Complement	Circ. Adjunct
Mood		Residue		

##### 2.7.1.2.2. WH-Interrogative

WH- Interrogative is different from polar interrogative clauses by having a WH- element. e.g.: who, what, where, which, why, etc. The WH- element stands for the missing piece of information that the speaker wants the listener to supply.

Example:

What is that thing?

Subject/ Wh.	Finite	Complement
Mood		Residue

### 2.7.1.3. Imperatives

Imperative clauses typically do not contain element of subject or finite, but imperative clauses consist of a predicator, any of the non core participant of complement and adjuncts.

Example: *Don't put it there!* (Subject + Finite)

*Let's put it there!* (Subject)

The imperative mood expresses direct commands, requests, and prohibitions. An imperative is used to tell someone to do something without argument.

### 2.7.1.4. Exclamatives

Exclamative structures, which are used in interaction to express emotions such as surprise disgusts, worry, etc, are blend of interrogative and declarative patterns. **Wh + S + F + P where C/Wh or A/Wh**

Example:

What big eyes you have!

Complement/Wh.	Subject	Finite
Residue	Mood	

## 2.8. Speech Function

Halliday states that there are two types of specific role, they are giving and demanding. The commodity exchange can be either goods and services or information as shown in the figure below. The basic of speech role and a commodity can be described as follows:

### 1. The basic types of speech role

#### a. Giving

The speaker is giving something to the listener for example a piece for information. Giving means “inviting to receive.”

#### b. Demanding

The speaker is demanding something from listener. Demanding means “inviting to give”

### 2. Commodity exchange

#### a. Good and Service

The speaker says to hearer with the aim of getting to do something or give some object.

#### b. Information

The speaker says to hearer with the aim of getting to tell something

The combination of the speech role and the commodity exchanged creates what we called four speech functions to initiate an interaction:



Role in Exchange	Commodity exchanged	
	(a) Good & Services	(b) Information
(i) giving →	‘Offer’ <i>Would you like this teapot?</i>	‘Statement’ <i>He’s giving her the teapot.</i>
(ii) demanding ↓	‘Command’ <i>Give me that teapot!</i>	‘Question’ <i>What is he giving her?</i>

**Figure 2.2 giving or demanding, goods & services or information**

**Source: Halliday (2004:107)**

These two variables, when taken together, define the four primary speech functions of **offer**, **command**, **statement** and **question**. These, in turn, are matched by a set of desired responses: accepting an offer, carrying out a command, acknowledging a statement and answering a question.

**Table 2.4 Speech functions and responses**

	Initiation		Response	
			Expected	Discretionary
give	Goods& services	Offer Shall I give you this teapot?	Acceptance Yes, please, do!	Rejection no, thanks
demand		Command Give me that teapot!	undertaking here you are	refusal I won’t
give	information	statement he’s giving her the teapot	Acknowledgement Is he?	contradiction no, he isn’t
demand		Question What is he giving her?	answer a teapot	disclaimer I don’t know

**Source: Halliday (2004:108); (Eggins, 1994:152)**

According to Gerot and Wignell (1994:22), there are options of speech functions:

### **1. Offer**

The speaker gives the hearer some goods or services and the speaker inherently invites the hearer to receive those goods and services.

Example: 'Would you mind opening the window?'

### **2. Command**

The speaker demands the hearer some goods and services and the hearer are thereby invited to give that service or provide the goods.

Example: "see the notification tab of setting for more".

### **3. Statement**

The speaker gives the hearer some information and the speaker inherently is inviting the hearer to receive that information.

Example: "the types and extent of advertising by twitter on the services are subject to change".

### **4. Question**

The speaker demands the hearer some information and the speaker inherently is inviting the hearer to give that information.

Example: "do you agree about this term?"

According to Eggins (1994:151), "there are eight responding speech function classes", they are:

### **1. Acceptance**

The speaker gives the hearer some goods and services and the speaker inherently inviting the hearer to supporting those responding.

Example: "ok".

### **2. Rejection**

The speaker gives the hearer some goods and services and the speaker inherently inviting the hearer to confronting those responding.

Example: "sorry, I can't."

### **3. Compliance**

The speaker demands the hearer some responding goods and services the speaker inherently inviting the hearer to supporting those responding.

Example: "thank".

### **4. Refusal**

The speaker demands the hearer some responding goods and services and the speaker inherently inviting the hearer to confronting those responding.

Example: "no, thanks!"

### **5. Acknowledgment**

The speaker gives hearer some information and the speaker inherently inviting the hearer to supporting those responding.

Example: "yeah".

## 6. Contradiction

The speaker gives hearer some information and the speaker inherently inviting the hearer to supporting those responding.

Example: "no, it's not!"

## 7. Answer

The speaker gives hearer some information and the speaker inherently inviting the hearer to supporting those responding.

Example: "yes."

## 8. Disclaimer

The speaker gives hearer some information and the speaker inherently inviting the hearer to supporting those responding.

Example: "no, not at all".

The pattern below is what we called the congruent one that is involving an unmarked association between discourse function and grammatical form.

**Table 2.5 Speech Functions and Typical Mood in Clause**

Speech Function	Typical Mood in Clause
Statement	Declarative
Question	Interrogative
Command	Imperative
Offer	Modulated interrogative
Answer	Elliptical declarative
Acknowledgement	Minor (non-verbal)
Accept	Minor (non-verbal)
Compliance	Minor (non-verbal)

**Eggins and Slade (1997:183)**

Sometimes there are many incongruent realizations of speech functions that can be found in informal dialogue. These phenomena occur

when a speech function is not realized by the predicated mood type; we can see it from the table below;

**Table 2.6 Congruent and Incongruent Realization of Speech Function**

<b>Speech Function</b>	<b>Congruent Clause Mood</b>	<b>Incongruent Clause Mood</b>
Statement	Declarative	Tagged declarative
Question	Interrogative	Modulated declarative
Command	Imperative	Modulated interrogative, declarative
Offer	Modulated interrogative	Imperative, declarative

**Source: Eggins and Slade (1997: 184)**

## **2.9. Social Networking Service**

A **social networking service** is a platform to build social networks or social relations among people who, for example, share interests, activities, backgrounds, or real-life connections. A social network service consists of a representation of each user (often a profile), his/her social links, and a variety of additional services. Most social network services are web-based and provide means for users to interact over the Internet, such as e-mail and instant messaging. Online community services are sometimes considered as a social network service, though in a broader sense, social network service usually means an individual-centered service whereas online community services are group-centered. Social networking sites allow users to share ideas, pictures, posts, activities, events, and interests with people in their network.

The main types of social networking services are those that contain category places (such as former school year or classmates), means to connect with friends (usually with self-description pages), and a

recommendation system linked to trust. Popular methods now combine many of these, with American-based services such as Facebook, Google+, tumblr and Twitter widely used worldwide;

There have been attempts to standardize these services to avoid the need to duplicate entries of friends and interests. A 2011 survey found that 47% of American adults use a social networking service.

### 2.9.1. Twitter

Twitter is a service for friends, family, and coworkers to communicate and stay connected through the exchange of quick, frequent messages. People write short updates, often called "Tweets" of 140 characters or fewer. These messages are posted to user's profile, sent to user's followers, and are searchable on Twitter search. Registered users can read and post tweets but unregistered users can only read them.

All User need to use Twitter is an internet connection or a mobile phone. Once User is in, begin finding and following accounts whose Tweets interest User. Twitter will recommend great accounts once User is signed up.

A Tweet is any message posted to Twitter, and all are 140 characters or less. Once user is signed up, just type your first Tweet in the update box (shown below). Twitter will even count the characters for user! Click the **Tweet** button to post the update to profile.

Twitter likes to keep messages short. It also just so happens that 140 characters is the perfect length for sending status updates via text

message. The standard text message length in most places is 160 characters per message. Twitter reserves 20 characters for people's names, and the other 140 are all User's!

When User create an account, he/ she can search for people by name or user name, import friends from other networks, or invite friends via email. user can also follow some of the people Twitter has suggested. It Twitter's service there is term of **follow someone**. Following someone means user has chosen to subscribe to their Twitter updates. When user follow someone, every time he/ she post a new message, it will appear on user Twitter home page.

User's followers read his/ her Tweets. If User Tweets is public, anyone who runs a search for a keyword in user's Tweet may be able to see that message. User's Tweets is public by default; if user is hesitant to have people user may not know read his/ her updates, protect Tweets to approve followers and keep updates out of search. User can tweet from twitter.com, from phone, or from an application.

A message begins with @username, meaning it was directed to another user, it is an @reply. Click the Reply button on another person's Tweet to reply to it. Please note that if your Tweets are protected, users who are not following you will not see your @replies or mentions.

Direct messages are personal messages sent from one Twitter account to another; they do not appear in public for anyone else to read. User can only send a direct message to a person who follows you. User

can review Terms of Service section to find out what constitutes a violation, and how to go about fixing a related problem.

### **2.9.2. Terms of service**

Terms of service (commonly abbreviated as **ToS** or **TOS** and also known as **terms of use** and **terms and conditions**) are rules which one must agree to abide by in order to use a service. Terms of service can also be merely a disclaimer, especially regarding the use of websites.

The terms-of-service agreement is mainly used for legal purposes by websites and internet service providers that store a user's personal data, such as e-commerce and Social networking services. A legitimate terms-of-service agreement is legally binding, and may be subject to change.

### **2.9.3. Rights and Responsibilities**

Rights are the fundamental normative rules about what is allowed of people or owed people, according to some legal system, social convention, or ethical theory (Wikipedia).

Responsibilities are duties or obligations to satisfactorily perform or complete a task (assigned by someone, or created by one's own promise or circumstances) that one must fulfill, and which has consequent penalty for failure (BusinessDictionary).

At all times, but especially in turbulent times of rapid and radical change, people need to feel secure. They need to know that their rights and freedoms will protected, whatever happens in the world around them, and



that others, including governments, will behave responsibly toward them. That is why this government has placed such emphasis on fair chances, fair rules and a fair say. Everyone should play by the rules; the rights they can expect to enjoy and the responsibilities they owe to one another. That common knowledge helps bind us together as a nation.

The computer science and telecommunications board decided to conduct a strategic forum on the rights and responsibilities of participants in networked communities. The board was, even then, growing by leaps and bounds, in environments including the internet, commercial network service providers, local bulletin boards, and company and/ or office-based networks.

According to (Herbert and Dorothy. 1994:2), communication and information- interchange aspects of electronic networks that provide benefits to our communities give rise to questions related to the rights and responsibilities of participants in those communities: who is liable when someone posts a defamatory message, child pornography, or copyrighted material on a public bulletin board? What are the legal and ethical obligations of a service provider to screen public postings? What is the provider's obligation to protect the privacy of users of its services? Does responsibility flow from whether the provider has the technical ability to exercise control or from whether the provider chooses to exercise control? What is the role of regulation and the law versus that of ethics, informal community behavior, and the marketplace? What constitutes fair use of

copyrighted information? What is the nature of informed consent relative to providing information?

Table 2.7 shows the various right and responsibilities of different types of participants in the network environment. As a general rule, it seems to be the case that the more an entity undertakes to do or the more value-added services it undertakes to provide, the higher the degree of liability for which it is responsible.

**Table 2.7 Rights and Responsibilities Distinguished by Function**

<b>Function</b>	<b>Rights</b>	<b>Responsibilities</b>
Creator	Control of content Compensation Integrity	Originally Liability for damage
Publisher	Control of content Compensation integrity	Liability for damage
Distributor	No control of content Compensation	No liability for damage
Carrier	Limited liability for transport Compensation	Fidelity of carriage Integrity Timely delivery Provision of equitable access
User	Accessibility Equity Due process	Avoidance of: Negligence, abuse, misuse, and misappropriation
Trustee	Licensee of public property	Action in the public interest

(Herbert. Dorothy, 1994:52)

The creators of information are provided legal protection through the copyright and patent laws. Publishers are protected primarily under the first amendment. Distributors govern their relationship with their sources and their customers through contract. Common carriers are subject to an

elaborate regulatory system established by law and administered by the FCC and state regulatory agencies and commission. At present users are governed largely by the “netiquette” they have established by custom, contract, or common law if they want to litigate about some harm that has occurred. Broadcasters carry the burden of trusteeship; that is, they are licensed to act as trustees of a public property and have a legal responsibility to act “in the public interest.”

System operator and network service providers have an obligation to provide security capabilities and procedures that discourage unauthorized access and/ or damaging conduct. But users of these systems and services have obligations as well to use these capabilities and procedures. Guidoboni argued that system operators should assume some responsibility for security rather than depend on laws to compensate for bad management. In the Morris case, he noted, passwords had been left in files that were accessible to nearly anyone.

In similar vein, Alexander said failure to install adequate system security should neither be criminalized nor become a basis for blocking prosecution of intruders. He argued that common sense and the free-market system will encourage adoption of safeguards. More recently, the Clinton administration’s information infrastructure task force has suggested that “users of personal information must take reasonable steps to prevent the information they have from being disclosed or altered improperly. Such users should use appropriate managerial and technical

controls to protect the confidentiality and integrity of personal information. Such a principle argues that individuals have an active responsibility to protect information about themselves.

Based on the explanations above; the researcher want to investigate the analysis of speech function in relation with mood analysis occurs in Twitter's terms of service which is in the form of written and consist of many spoken meaning.

## **CHAPTER III**

### **RESEARCH METHOD**

Research method is needed in a research, because the results of a research can be said to be valid or not depend on the way of choosing and using the method which is relevant. The research method in this study covers research design, unit of analysis, source of data, method of data collection and method of data analysis.

#### **1. Research Design**

The researcher used descriptive research method, in which the data were described systematically to get an accurate and factual result.

The data analysis in the research used qualitative data analysis. Qualitative research is a procedure of research which produces descriptive data in the form of written words or oral words about the object that is observed. This method was used to analyze and to describe the mood and speech functions used in terms of service in twitter.

#### **2. Unit of Analysis**

Unit of analysis in this research is the clauses that can be found in terms of service in Twitter. The analysis of Mood and Speech functions can be drawn more clearly, since it is analyzed in the clause.

#### **3. Source of Data**

The data of this research is written data. The data is the text of the terms of service in Twitter taken from <https://twitter.com>. The data were

chosen because it is one of the popular social media accessed by people around the world in recently and contains of interpersonal elements.

#### **4. Techniques of Data Collection**

This research used documentation method because the researcher collected the data from the text of terms of service in Twitter . The data of the study were collected in the following steps:

- 1) Searching the terms of service of Twitter on the website <https://twitter.com>.

In this stage, the researcher searched the data refer to the topic of the study from the internet.

- 2) Collecting the text of terms of service in twitter

In this stage, the researcher downloaded the Twitter's terms of service for the analysis.

#### **5. Techniques of Data Analysis**

After the data of the research had been collected, they were analyzed by using following steps:

- 1) Reading the "Twitter's terms of service".

Reading the "Twitter's terms of service" is done to get the idea for analyzing the data.

- 2) Segmenting the clauses into rights and responsibilities.

All the sentences of "Twitter's terms of service" were segmented into Rights and Responsibilities.

- 3) Segmenting the data into clauses.

All sentences of “Twitter’s terms of service” were segmented into clauses.

- 4) Identifying mood types and speech function in every clause found in the Twitter’s terms of service.

For examples;

- These Terms of Service ("Terms") govern your access to and use of the services, including our various websites, SMS, APIs, email notifications, applications, buttons, and widgets, (the "Services" or “Twitter”), and any information, text, graphics, photos or other materials uploaded, downloaded or appearing on the Services (collectively referred to as "Content").

These Terms of Service ("Terms")	govern		your access to and use of the services, including our various websites, SMS, APIs, email notifications, applications, buttons, and widgets, (the "Services" or “Twitter”), and any information, text, graphics, photos or other materials uploaded, downloaded or appearing on the Services (collectively referred to as "Content")
<b>S</b>	<b>F</b>	<b>P</b>	<b>C</b>
<b>M</b>	<b>R</b>		

- Your access to and use of the Services are conditioned on your acceptance of and compliance with these Terms.

Your access to and use of the Services	are	conditioned	on your acceptance of and compliance	with these Terms
---	-----	-------------	---	---------------------

<b>S</b>	<b>F</b>	<b>P</b>	<b>Circ. Adj</b>	<b>Circ. Adj</b>
<b>M</b>	<b>R</b>			

- 5) Classifying the mood types and speech function in every clause found in the “Twitter’s terms of service”.

For examples;

Clauses	Mood types	Speech function	Realization
These Terms of Service ("Terms") govern your access to and use of the services, including our various websites, SMS, APIs, email notifications, applications, buttons, and widgets, (the "Services" or “Twitter”), and any information, text, graphics, photos or other materials uploaded, downloaded or appearing on the Services (collectively referred to as "Content").	Declarative	Statement	Congruent
Your access to and use of the Services are conditioned on your acceptance of and compliance with these Terms.	Declarative	Statement	Congruent

- 6) Interpreting the data.
- 7) Concluding.



## CHAPTER IV

### DATA ANALYSIS

This chapter describes the data analysis and its result based on each mood types and speech functions. Since this research deals with interpersonal meaning, the analysis is conducted at the level of clause. The data of this research were taken from Twitter's terms of service. First, the data were segmented into clauses according to their mood types and second, they were classified according to their speech functions.

#### 4.1. Findings of Mood types and speech function in “Twitter’s terms of service”

It is found 285 clauses in the text. In mood analysis, clause divided into 143 clauses of Rights and 142 clauses of Responsibilities related to Twitter and User. The researcher finds 130 clauses of Twitter’s Rights, 13 clauses of User’s Rights, 41 clauses of Twitter’s Responsibilities, and 101 clauses of user’s Responsibilities. Below are the details of all the analysis in this research.

**Table 4.1**

**Frequency of Clauses in the text of “Twitter’s terms of service”**

Parties	Clauses					
	Rights		Responsibilities		Total	
	Freq.	%	Freq.	%	Freq.	%
Twitter	130	45.61	41	14.39	171	60
User	13	4.56	101	35.44	114	40
<b>Total</b>	<b>143</b>	<b>50.17</b>	<b>142</b>	<b>49.83</b>	<b>285</b>	<b>100</b>

From Table 4.1, it can be seen that total frequency of clauses found in the text are 285 clauses. Clauses of Rights (50.17%) is major than clauses of Responsibilities (49.83%) found in the text.

The clauses which are the main analysis of this research are categorized into four types of clauses; they are declarative clause, interrogative clause, imperative clause, and exclamative clause. The researcher finds 278 declarative clauses, 0 interrogative clause, 0 exclamative clause, and 7 imperative clauses in the text. The data of this research are given in the appendices.

#### 4.1.1. Mood Types

The mood types in the texts are categorized into four types of clause; they are declarative, interrogative, exclamative, and imperative. In the table below, we can see the frequency of mood types found in the text.

**Table 4.2**  
**Frequency of Mood Types Found in the text of “Twitter’s terms of service”**

Parties	Mood Types				
	Declarative		Imperative		Total
	Freq	%	Freq	%	
Rights	143	50.18	-	-	50.18
Responsibilities	135	47.37	7	2.45	49.82
Total	278	97.55	7	2.45	100

From Table 4.2, it can be seen that only 2 mood types found in the text, there are declarative and imperative. In the table 4.2, there are 278 declarative clauses in the text. It means that declarative is more dominant than imperative which consist of 7 clauses.

Declarative is used to give information and require the answer. There are 278 clauses (97.55%) in the text. While, imperative is used to demand good and services, there are 7 clauses (2.45%). In the text had no exclamative and interrogative clauses found, so there will be no discussion and analysis of clause about that related subject in this research. The discussion of each mood types in the text is given below:

#### **4.1.1.1. Declarative Clause**

Declarative can be identified from the position of the subject that precedes finite. A declarative function to give information and this is called statement. There are 278 declarative clauses (97.55%) in the text of Twitter's terms of service. It dominated in the text.

The examples below are the declarative clauses found in the text of Twitter's terms of service. It started with declarative clauses found as "Rights" then followed by "Responsibilites" in the text.

##### **4.1.1.1.1. Declarative clauses of Rights**

Declarative clauses in the text are 278 and dominated the text. It consists of 143 declarative clauses of Rights.

##### **4.1.1.1.2. Declarative clauses of Responsibilities**

Declarative clauses in the text are 278 and dominated the text. It consists 135 declarative clauses of Responsibilities.

It means that declarative clauses of Rights are more dominant than declarative clauses of Responsibilities in the text.

#### **4.1.1.2. Imperative Clause**

Imperative clauses typically do not contain the element of subject or finite, but they consist of a predicator, plus any of the non-core participants of complement and adjuncts. Imperative clauses are the mood typically used for exchanging goods and services. The mood element of imperative clauses may consist of subject +finite, subject only, or the imperative clauses may not have mood element, but there will always be a predicator.

There are 7 (2.45%) imperative clauses found in the text. All imperative clauses found in Responsibilities clauses which is in User's Responsibilities.

Imperative clause is usually used to make command, i.e. to ask someone to do something. Imperative sets up expectations of a compliant response which may be non-verbal.

#### **4.1.2. Speech Function**

People use language to interact; there is a relationship between the person who is speaking now and the person who will probably speak next. Conversation as a process of exchange involves two variables. They are:

1. Speech role : either giving or demanding.
2. Commodity exchanged : either information or good and services.

From the two variables above, we have a combination between the speech role and the commodity exchanged which later we call as the speech functions.

In this research, the researcher classifies the speech function into four types of basic speech function; they are statement, question, command, and offer. The researcher finds 285 clauses in the text. In this text there were no question and offer, so that, they would not discuss in the next discussion. In From all the clauses in the text, the researcher finds 276 statements (divided into 143 statements of Rights, and 133 statements of Responsibilities) and 9 commands (found only in Responsibilities). It means that statement is more dominant than command. The result can be seen in the table below:

**Table 4.3**  
**Frequency of the Initiating and Responding Speech Function in the text of “Twitter’s terms of service”**

<b>Speech Function</b>	<b>Rights</b>		<b>Responsibilities</b>		<b>Total</b>	
	<b>Freq</b>	<b>(%)</b>	<b>Freq</b>	<b>%</b>	<b>Freq</b>	<b>%</b>
Statement	143	50.18	133	46.66	276	96.84
Command	-	-	9	3.16	9	3.16
<b>Tot. freq&amp; Percentage</b>	<b>143</b>	<b>50.18</b>	<b>142</b>	<b>49.82</b>	<b>285</b>	<b>100</b>

From Table 4.3, it can be seen that only statement and command are used in the text of Twitter’s terms of service. There are no question and responding elements found, because it is a monologue text, so that, there is no interaction between the parties, they would not explain in the next discussion. In initiating speech functions, statements 276 (96.84%)

{divided in to 143 statements of Rights and 133 statements of Responsibilities} are more dominant than command 9 (3.16%). It can be concluded that Twitter's terms of service consist of giving information and demanding goods to/ from the reader or user.

The explanation of the initiating speech functions is presented below;

#### **4.1.2.1. Initiating Speech Function**

##### **4.1.2.1.1. Statement**

Statement as a speech function has a purpose to give information. This speech function is used to express the speaker's ideas or to sure and receive that information.

The text of Twitter's terms of service is a monologue text. After analyzing the text, the researcher finds out that the commodity mostly exchanged in this research is the information. There are 276 statements (divided into 143 statements of Rights, and 133 statements of Responsibilities) in the text.

##### **4.1.2.1.1.1. Statement clauses of Right**

In the text of "Twitter's terms of service" dominated by statements. In the Right form is found 143 statements, below are some examples of statement clauses of Right.

#### **4.1.2.1.1.2. Statement clauses of Responsibilities**

In the text of “Twitter’s terms of service” is found 133 statement clauses in Responsibilities form, below are examples of statement clauses of Responsibilities;

#### **4.1.2.1.2. Command**

As a speech function, command has the purpose to demand goods and services in a conversation. We can say that command functions to ask someone to do something. The commodity exchanged in a command is good and services. The researcher finds services as the commodity exchanged in the conversation.

In the text, the researcher finds 9 commands. All of commands are found in the clause of Responsibilities.

#### **4.1.2.2. Speech Function and Mood Types in Clause**

Based on all the analysis above, it can be concluded that a speech function is expressed through a typical type of sentence construction (mood). For example, speech function of command is typically expressed through imperative sentence (*please, see the notification*). This pattern is what we call the congruent one; that is involving an unmarked association between discourse function and grammatical form. However sometimes, for a certain purpose, a statement is expressed through interrogative sentences (*what is prohibited on the Service*). Halliday points out that very frequently we encounter incongruent realizations of speech function.

This occurs when a speech function is not realized by the predicted mood type. This is what we called incongruent speech function. (Halliday; 1994: 69).

In this section, the analysis is about the congruent and incongruent realizations of speech functions. The following analysis will show the relationship between mood system and speech function analysis.

**Table 4.4**  
**Frequency of the Congruent and Incongruent**  
**Initiating and Responding Speech Function**

Speech Function	Frequency				Total
	Congruent		Incongruent		
	Right	Responsibilities	Right	Responsibilities	
Statement	143	133	-	-	276
Command	-	7	-	2	9
Total	143	140	-	2	285

From Table 4.4, it can be seen that both the congruent and incongruent initiating and responding speech functions are found in the text of Twitter's terms of service. The frequency of congruent speech functions produced is 283.

The number of incongruent speech functions produced is 2; all of them were commands.

#### **4.1.2.3. Initiating Congruent and Incongruent Speech Function**

##### **4.1.2.3.1. Statement**

The typical mood type of congruent speech function for statement is declarative clause. There are 276 clauses that function as statements in the text.



#### **4.1.2.3.2. Command**

In the text, the researcher finds 9 commands as speech functions. There are 7 congruent commands and 2 incongruent commands. All of commands found in Responsibilities.

In the text, the researcher finds 2 commands as speech functions, but with different mood types which is identified as declarative. So that, it can be said, it had incongruent forms.

### **4.2. Discussion of Mood types and Speech function in “Twitter’s terms of service”**

#### **4.2.1. Mood Types**

Mood types in the texts are categorized into declarative, interrogative, imperative and exclamative. This research only found declarative and imperative clauses.

##### **4.2.1.1. Declarative**

In this research, declarative divided into declarative of Rights and Responsibilities. Below are the explanation;

##### **4.2.1.1.1. Declarative clauses of Rights**

Declarative clauses of Rights are declarative clauses found in the Rights as the contain of the text. Below are the explanation;

**Abbreviation;**

C	: Complement
Circ. Adj	: Circumstantial Adjunct
Conj. Adj	: Conjunctive Adjunct
F	: Finite
M	: Mood
P	: Predicator
R	: Residue
S	: Subject

**Excerpt 1**

*These Terms of Service ("Terms") govern your access to and use of the services, including our various websites, SMS, APIs, email notifications, applications, buttons, and widgets, (the "Services" or "Twitter"), and any information, text, graphics, photos or other materials uploaded, downloaded or appearing on the Services (collectively referred to as "Content").*

These Terms of Service ("Terms")	Govern	your access to and use of the services, including our various websites, SMS, APIs, email notifications, applications, buttons, and widgets, (the "Services" or "Twitter"), and any information, text, graphics, photos or other materials uploaded, downloaded or appearing on the Services [[(collectively referred to as "Content")]]	
<b>S</b>	<b>F</b>	<b>P</b>	<b>C</b>
<b>M</b>	<b>R</b>		

**Excerpt 2**

*In addition, Twitter may stop [[(permanently or temporarily)]] providing the Services (or any features within the Services) to you or to users generally*

In addition	Twitter	May	stop [[permanently or temporarily]] providing	the Services (or any features within the Services) to you or to users generally
<b>Conj. Adj</b>	<b>S</b>	<b>F</b>	<b>P</b>	<b>C</b>
	<b>M</b>	<b>R</b>		

**Excerpt 3**

*We may not monitor or control the Content [[posted via the Services]]*

We	may not	monitor or control	the Content posted via the Services
<b>S</b>	<b>F</b>	<b>P</b>	<b>C</b>
<b>M</b>	<b>R</b>		

**Excerpt 4**

*You may end your legal agreement with Twitter at any time for any reason  
by deactivating your accounts and discontinuing your use of the Services*

You	may	End	your legal agreement	with Twitter at any time for any reason by <u>deactivating</u> your accounts and discontinuing your use of the Services
<b>S</b>	<b>F</b>	<b>P</b>	<b>C</b>	<b>Circ. Adj</b>
<b>M</b>	<b>R</b>			

**Excerpt 5**

*Tip Twitter has an evolving set of rules for how ecosystem partners can  
interact with your Content*

Tip	Twitter	has	an evolving set of <u>rules</u> [[for how ecosystem partners can interact]]	with your Content
<b>Left un- Analyzed</b>	<b>S</b>	<b>F</b>	<b>P</b>	<b>C</b>
	<b>M</b>	<b>R</b>		

From the clauses above are all declaratives. It can be seen by using formula= Subject+ Finite (in Mood block). As in clauses above, *These Terms of Service ("Terms")*, *Twitter*, *Twitter*, *We*, *You*, and *Twitter* are the subject element. *Govern* and *has* in excerpt 1 and 5 are a finite verbal operator (temporal operator), while *may* in excerpt 2,3,and 4 are a finite verbal operator (modal operator). Declarative in this texts are used by the writer (Twitter) to give information to the reader (User) related to the Rights of each parties.

#### 4.2.1.1.2. Declarative clauses of Responsibilities

Declarative clauses of Responsibilities are declarative clauses found in the Rights as the contain of the text. Below are the explanation;

##### Excerpt 6

*Twitter gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software*

Twitter	gives		You	a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software
<b>S</b>	<b>F</b>	<b>P</b>	<b>C</b>	<b>C</b>
<b>M</b>		<b>R</b>		

##### Excerpt 7

*You are responsible for your use of the Services, for any Content [[you post to the Services]], and for any consequences thereof.*

You	are	Responsible	for your use of the Services, for any Content [[you post to the Services]], and for any consequences thereof.
<b>S</b>	<b>F</b>	<b>P</b>	<b>Circ. Adj</b>
<b>M</b>	<b>R</b>		

### Excerpt 8

*You should only provide Content*

You	Should	Only	Provide	Content
<b>S</b>	<b>F</b>	<b>MA</b>	<b>P</b>	<b>C</b>
<b>M</b>	<b>R</b>			

From the examples above are all declaratives. It can be seen by using formula= Subject+ Finite (in Mood block). As in clauses above, *Twitter, You, and You* are the subject element. *Gives, are, and should* are a finite verbal operator (temporal operator). Declarative in this texts are used by the writer (Twitter) to give information to the reader (User) related to the Responsibilities of each parties.

The other clauses identified as the declarative clauses can be seen in Appendix 5.

#### 4.2.1.2. Imperative

There are 7 (2.45%) imperative clauses found in the text. All imperative clauses found in Responsibilities clauses which is in User's Responsibilities. Belows are the explanation;

### Excerpt 9

*Go to the account settings page*

**Excerpt 10**

*Please see the Notifications tab of Settings for more.*

**Excerpt 11**

*Please review the Twitter Rules [[(which are part of these Terms)]] to better understand [[what is prohibited on the Service]]*

**Excerpt 12**

*Please provide us with the following information:*

**Excerpt 13**

*Please read this section carefully*

**Excerpt 14**

*Please contact us*

From the examples of clause above, it shows that the clause is imperative clause. As the researcher explained above about the structure of imperative clause, the clauses above can be analyzed that the structure of this clause; *go, please see, please review, please provide, please read, please contact* are the predicator, it precedes before complement *the account settings page, the Notifications tab of Settings, the Twitter Rules, us, this section and us*.

Which is all of clauses above are used to make command,i.e. to ask user to do something deals with the terms of use of the service.

## 4.2.2. Speech Function

### 4.2.2.1. Statement

Statement as a speech function has a purpose to give information.

This speech function is used to express the speaker's ideas or to sure and receive that information. In this research, it divided into statement of Rights and Responsibilities;

#### 4.2.2.1.1. Statement clauses of Right

Statement clauses of Rights are statement clauses found in the Rights as the contain of the text. Below are the explanation;

##### **Excerpt 15**

*These Terms of Service ("Terms") govern your access to and use of the services, [[including our various websites, SMS, APIs, email notifications, applications, buttons, and widgets, (the "Services" or "Twitter"), and any information, text, graphics, photos or other materials uploaded, downloaded or appearing on the Services (collectively referred to as "Content")]].*

##### **Excerpt 16**

*The Content [[you submit, post, or display]] will be able to be viewed by other users of the Services and through third party services and websites*

##### **Excerpt 17**

*Tip What you say on Twitter may be viewed all around the world instantly.*

#### 4.2.2.1.2. Statement clauses of Responsibilities

Statement clauses of Responsibilities are statement clauses found in the Responsibilities as the contain of the text. Below are the explanation;

**Excerpt 18**

*As part of providing you the Services, we may need to provide you with certain communications, such as service announcements and administrative messages.*

**Excerpt 19**

*Twitter gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software.*

All clauses above are statement, it can be recognized not only through their formulas that mostly done in declarative mood, but also through their function of speech in which the writer has a tendency to give some information, ideas or facts which the writer realizes by doing declaration or statement.

Other clauses which are categorized as statement clauses of Rights and Responsibilities in the text can be seen in Appendix 5.

**4.2.2.2. Command**

In the text, the researcher finds 9 commands. All of commands are found in the clause of Responsibilities. Below are several examples of command found in the text;

1. *Go to the account settings page*
2. *Please see the Notifications tab of Settings for more.*
3. *Please read this section carefully*
4. *Please contact us*



The function of command is to ask someone to something. All clauses above are command, it can be seen not only from the structure of mood but also from the function of the contents, the clauses as representation of Twitter ask to User to do something related to the use of the service.

Other clauses are categorized as command found in the text, can be seen in appendix 5.

#### 4.2.3. Initiating Congruent and Incongruent Speech Function

##### 4.2.3.1. Statement

The typical mood type of congruent speech function for statement is declarative clause. There are 276 clauses that function as statements in the text.

Below are the examples of congruent statements.

Clauses	Mood Types	Speech Function
<i>1. These Terms of Service ("Terms") govern your access to and use of the services, including our various websites, SMS, APIs, email notifications, applications, buttons, and widgets, (the "Services" or "Twitter"), and any information, text, graphics, photos or other materials uploaded, downloaded or appearing on the Services (collectively referred to as "Content") (clause no. 1)</i>	Declarative	Statement
<i>2. Your access to and use of the Services are conditioned on your acceptance of and compliance with these Terms. (clause</i>	Declarative	Statement
<i>3. Tip: What you say on Twitter may be viewed all around the world</i>	Declarative	Statement

<i>instantly. (clause no. 10)</i>		
4. <i>You may use the Services only in compliance with these Terms and all applicable local, state, national, and international laws, rules and regulations. (clause no. 20)</i>	Declarative	Statement

From the list clause above, it is realized that *statements* as speech function in the conversation are congruent, because they have the typical mood types in the clauses that is *declarative*. It means that the mood types of declarative show the congruency of statement as initiating speech function.

#### 4.3.1.2 Command

In the text, the researcher finds 9 commands as speech functions. There are 7 congruent commands and 2 incongruent commands. All of commands found in Responsibilities.

Below are the examples of commands in congruent form;

<i>Clauses</i>	<i>Mood Types</i>	<i>Speech Function</i>
1. <i>Go to the <u>account settings</u> page</i>	<i>Imperative</i>	<i>Command</i>
2. <i>Please see the <u>Notifications</u> tab of Settings for more.</i>	<i>Imperative</i>	<i>Command</i>
3. <i>please provide us with the following information</i>	<i>Imperative</i>	<i>Command</i>
4. <i>Please read this section carefully</i>	<i>Imperative</i>	<i>Command</i>

From the list clause above, it is realized that command as speech function in the text are congruent, because they have the typical mood types in the clause that is imperative. It means that the mood types of imperative show the congruency of command as initiating speech function.

In the text, the researcher finds 2 commands as speech functions, but with different mood types which is identified as declarative. So that, it can be said, it had incongruent forms.

Belows are the examples of commands in incongruent forms;

<i>Clauses</i>	<i>Mood Types</i>	<i>Speech Function</i>
1. <i>You should only provide Content</i>	<i>Declarative</i>	<i>Command</i>
2. <i>you have to use the <u>Twitter API</u></i>	<i>Declarative</i>	<i>Command</i>

From the list clause above, it is realized that command as speech function in the text are incongruent, because they have the typical mood types in the clause that is declarative. It means that the mood types of declarative show the incongruency of command as initiating speech function.

## CHAPTER V

### CONCLUSION AND SUGGESTION

The thesis discusses about mood types in clauses and also types of speech function in the text of “Twitter’s Terms of service”. This research has two objectives, first is to investigate the types of mood in each clause found in the text of “Twitter’s Terms of service”, and the second is to investigate the speech function existed in the text.

#### 5.1. Conclusion

After analyzing the data, the researcher concludes that:

1. The mood types of clause identified in the text of “Twitter’ Terms of service are 278 declarative clauses (97.55%) (Consist of 143 (50.18%) declarative clauses of Rights and 135 (47.37%) declarative clauses of Responsibilities), and 7 imperative clauses (2.45%). In this research were not found interrogative and exclamative clauses. Declarative clauses found in the Rights are 143 (50.18%), and in the Responsibilities are 135 (43.37%). Meanwhile, Imperative clauses found only in Responsibilities, which are 7 (2.45%) clauses. It means that in Rights form used only Declarative clauses and in Responsibilities Declarative clauses became dominant than imperative as the mood types of clause.
2. The speech functions identified in the text of “Twitter’ Terms of service” are 276 statements (96.84%) {Consist of 143 statements (50.18%) of Rights and 133 statements (46.66%) of Responsibilities}, and 9 commands (3.16%) (only found in Responsibilities, consist of 7 congruent commands

and 2 incongruent commands). Statements found in the Rights are 143 (50.18%), and in the Responsibilities are 133 (46.66%). Meanwhile, commands found only in Responsibilities, which are 9 (3.16%) clauses, consist of 7 congruent command and 2 incongruent commands. Rights form used only statement, it means that in the Right form only provide or give information to the readers. Responsibilities form used statement and command, however statement more dominant than command. It means that in Responsibilities beside provide or give information, it contains of demands goods or services to the readers.

## **5.2. Suggestion**

Based on the result of the research, the researcher would give some suggestions as follows:

1. For everyone who reads this thesis, it is suggested to increase, understand and develop broader research not only from the grammar of interpersonal meaning and speech function but also from grammar of ideational meaning or textual meaning and also other elements of speech function.
2. For the future researcher who wants to conduct the same research, it is suggested to compile more complete material and analysis, since the researcher feels that this thesis is far from perfections.
3. For the researcher, this is an important knowledge to know and understand how to analyze mood types and speech functions.
4. For the Librarians of Humanities Faculty, Library and the Librarians of the Central Library of Dian Nuswantoro University to complete the references

related to this analysis considering the difficulties experienced by researcher to conduct this work.

## BIBLIOGRAPHY

- Eggins, Suzanne. 1994. *An Introduction to Systemic Functional Linguistics*. London: Pinter Publisher Ltd.
- Eggins, S., Slade, D. 1997: *Analysing casual conversation*. London: Cassell.
- Grande, Bretagne. 2009. *Rights and Responsibilities (Developing our constitutional framework)*. Richmond: Crown Copyright.
- Gerot, Linda and Wignell, Peter. 1994. *Making Sense of Functional Grammar*, First Edition. Queensland. Australia: Antipodean Educational Enterprises.
- Halliday, M.A.K. 1985. *An Introduction to Functional Grammar*. London: Edward Arnold.
- Halliday, M.A.K. 1994. *An Introduction to Functional Grammar*. 2<sup>nd</sup> edn. London: Edward Arnold.
- Halliday, M.A.K. Matthiessen. 2004. *An Introduction to Functional Grammar*. 3<sup>rd</sup> edn. London: Edward Arnold.
- Herbert. Dorothy. 1994. *Rights and responsibilities of participants in networked communities*. United States of America: National Academy of Science.
- Jackson, Howard and Stockwell, peter. 2011. *An introduction to the nature and functions of language*. New York: Continuum International publishing group.
- Martin, J.R. 1992. *English Text: System and Structure*. Philadelphia: John Benjamins Publishing Company.
- Martin, Matthiessen and Clare. 1997. *Working with Functional Grammar*. London: Arnold, a member of the Hodder Headline Group.
- Thompson, Geoff. 1996. *Introducing Functional Grammar*. London: Edward Arnold.

## Appendix 1

### Original text of “Twitter’s Terms of Service”

#### Terms of Service

These Terms of Service ("**Terms**") govern your access to and use of the services, including our various websites, SMS, APIs, email notifications, applications, buttons, and widgets, (the "**Services**" or "**Twitter**"), and any information, text, graphics, photos or other materials uploaded, downloaded or appearing on the Services (collectively referred to as "**Content**"). Your access to and use of the Services are conditioned on your acceptance of and compliance with these Terms. By accessing or using the Services you agree to be bound by these Terms.

#### 1. Basic Terms

You are responsible for your use of the Services, for any Content you post to the Services, and for any consequences thereof. The Content you submit, post, or display will be able to be viewed by other users of the Services and through third party services and websites (go to the [account settings](#) page to control who sees your Content). You should only provide Content that you are comfortable sharing with others under these Terms.

Tip What you say on Twitter may be viewed all around the world instantly. You are what you Tweet!

You may use the Services only if you can form a binding contract with Twitter and are not a person barred from receiving services under the laws of the United States or other applicable jurisdiction. 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. You may use the Services only in compliance with these Terms and all applicable local, state, national, and international laws, rules and regulations.

The Services that Twitter provides are always evolving and the form and nature of the Services that Twitter provides may change from time to time without prior notice to you. In addition, Twitter may stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to users generally and may not be able to provide you with prior notice. We also retain the right to create limits on use and storage at our sole discretion at any time without prior notice to you.

The Services may include advertisements, which may be targeted to the Content or information on the Services, queries made through the Services, or other information. The types and extent of advertising by Twitter on the Services are subject to change. 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 such advertising on the Services or in connection with the display of Content or information from the Services whether submitted by you or others.

#### 2. Privacy

Any information that you provide to Twitter is subject to our [Privacy Policy](#), which governs our collection and use of your information. 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 and/or other countries for storage, processing and use by Twitter. As part of providing you 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 Twitter account, which you may not be able to opt-out from receiving.

Tip You can opt-out of most communications from Twitter including our newsletter, new follower emails, etc. Please see the [Notifications](#) tab of Settings for more.

#### 3. Passwords

You are responsible for safeguarding the password that you use to access the Services and for any activities or actions under your password. We encourage you to use "strong" passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your account. Twitter cannot and will not be liable for any loss or damage arising from your failure to comply with the above.

#### 4. Content on the Services



All Content, whether publicly posted or privately transmitted, 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. 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. Under no circumstances will Twitter be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the Services or broadcast elsewhere.

## **5. Your Rights**

You retain your rights to any Content you submit, post or display on or through the Services. 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).

**Tip** This license is you authorizing us to make your Tweets 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 who partner with Twitter for the syndication, broadcast, distribution or publication of such Content on other media and services, subject to our terms and conditions for such Content use.

**Tip** Twitter has an evolving set of rules for how ecosystem partners can interact with your Content. These rules exist to enable an open ecosystem with your rights in mind. But what's yours is yours – you own your Content (and your photos are part of that Content).

Such additional uses by Twitter, or other companies, organizations or individuals who partner with Twitter, 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.

We may modify or adapt your Content in order to transmit, display or distribute it over computer networks and in various media and/or make changes to your Content as are necessary to conform and adapt that Content to any requirements or limitations of any networks, devices, services or media.

You are responsible for your use of the Services, for any Content you provide, and for any consequences thereof, including the use of your Content by other users and our third party partners. You understand that your Content may be syndicated, broadcast, distributed, or published by our partners and if you do not have the right to submit Content for such use, it may subject you to liability. Twitter will not be responsible or liable for any use of your Content by Twitter in accordance with these Terms. You represent and warrant that you have all the rights, power and authority necessary to grant the rights granted herein to any Content that you submit.

## **6. Your License To Use the Services**

Twitter gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software that is provided to you by Twitter as part of the Services. This license is for 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.

## **7. Twitter Rights**

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. 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. 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.

## **8. Restrictions on Content and Use of the Services**

Please review the [Twitter Rules](#) (which are part of these Terms) to better understand what is prohibited on the Service. We reserve the right at all times (but will not have an obligation) to remove or refuse to distribute any Content on the Services, to suspend or terminate users, and to reclaim usernames without liability to you. 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.

Tip Twitter does not disclose personally identifying information to third parties except in accordance with our [Privacy Policy](#).

Except as permitted through the Services, these Terms, or the terms provided on [dev.twitter.com](#), you have to use the [Twitter API](#) if you want to reproduce, modify, create derivative works, distribute, sell, transfer, publicly display, publicly perform, transmit, or otherwise use the Content or Services.

Tip We encourage and permit broad re-use of Content. The Twitter API exists to enable this.

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 those 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.

## **9. Copyright Policy**

Twitter respects the intellectual property rights of others and expects users of the Services to do the same. We will respond to notices of alleged copyright infringement that comply with applicable law and are properly provided to us. If you believe that your Content has been copied in a way that constitutes copyright infringement, please provide us with the following information: (i) a physical or electronic signature of the copyright owner or a person authorized to act on their behalf; (ii) identification of the copyrighted work claimed to have been infringed; (iii) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material; (iv) your contact information, including your address, telephone number, and an email address; (v) a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (vi) a statement that the information in the notification is accurate, and, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

We reserve the right to remove Content alleged to be infringing without prior notice, at our sole discretion, and without liability to you. In appropriate circumstances, Twitter will also terminate a user's account if the user is determined to be a repeat infringer. Our designated copyright agent for notice of alleged copyright infringement appearing on the Services is:

*Twitter, Inc.*

*Attn: Copyright Agent*

*1355 Market Street, Suite 900*

San Francisco, CA 94103

Reports: <https://support.twitter.com/forms/dmca>

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

## **10. Ending These Terms**

The Terms will continue to apply until terminated by either you or Twitter as follows.

You may end your legal agreement with Twitter at any time for any reason by deactivating your accounts and discontinuing your use of the Services. You do not need to specifically inform Twitter when you stop using the Services. If you stop using the Services without deactivating your accounts, your accounts may be deactivated due to prolonged inactivity under our Inactive Account Policy.

We may suspend or terminate your accounts or cease providing you with all or part of the Services at any time for any reason, including, but not limited to, if we reasonably believe: (i) you have violated these Terms or the Twitter Rules, (ii) you create risk or possible legal exposure for us; or (iii) 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.

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: 4, 5, 7, 8, 10, 11, and 12.

Nothing in this section shall affect Twitter's rights to change, limit or stop the provision of the Services without prior notice, as provided above in section 1.

## **11. Disclaimers and Limitations of Liability**

Please read this section carefully since it limits the liability of Twitter and its parents, subsidiaries, affiliates, related companies, officers, directors, employees, agents, representatives, partners, and licensors (collectively, the "Twitter Entities"). Each of the subsections below only applies up to the maximum extent permitted under applicable law. Some jurisdictions do not allow the disclaimer of implied warranties or the limitation of liability in contracts, and as a result the contents of this section may not apply to you. Nothing in this section is intended to limit any rights you may have which may not be lawfully limited.

### **A. 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. 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 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 not expressly made herein.

### **B. Links**

The Services may contain links to third-party websites or resources. You acknowledge and agree that the Twitter Entities are not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by the Twitter Entities of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

### **C. 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, GOOD-WILL, 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.

## **12. General Terms**

### **A. Waiver and Severability**

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

### **B. Controlling Law and Jurisdiction**

These Terms and any action related thereto will be governed by the laws of the State of California without regard to or application of its conflict of law provisions or your state or country of residence. All claims, legal proceedings or litigation arising in connection with the Services will be brought solely in the federal or state courts located in San Francisco County, California, United States, and you consent to the jurisdiction of and venue in such courts 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).

### **C. Entire Agreement**

These Terms, the [Twitter Rules](#) and our [Privacy Policy](#) are the entire and exclusive agreement between Twitter and you regarding the Services (excluding any services for which you have a separate agreement with Twitter that is explicitly in addition or in place of these Terms), and these Terms supersede and replace any prior agreements between Twitter and you regarding the Services. Other than members of the group of companies of which Twitter, Inc. is the parent, no other person or company will be third party beneficiaries to the Terms.

We may revise these Terms from time to time, the most current version will always be at [twitter.com/tos](https://twitter.com/tos). If the revision, in our sole discretion, is material we will notify you via an @Twitter update or e-mail 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.

These Services are operated and provided by Twitter Inc., 1355 Market Street, Suite 900, San Francisco, CA 94103. If you have any questions about these Terms, please [contact us](#).

## Appendix 2

### Clauses of “Twitter’s Terms of Service”

1. These Terms of Service ("Terms") govern your access to and use of the services, including our various websites, SMS, APIs, email notifications, applications, buttons, and widgets, (the "Services" or “Twitter”), and any information, text, graphics, photos or other materials uploaded, downloaded or appearing on the Services [(collectively referred to as "Content")]. **(TRt)**
2. Your access to and use of the Services are conditioned on your acceptance of and compliance with these Terms. **(TRt)**
3. By accessing or using the Services you agree to be bound by these Terms. **(TRt)**
4. You are responsible for your use of the Services, for any Content [[you post to the Services]], and for any consequences thereof. **(URs)**
5. The Content [[you submit, post, or display]] will be able to be viewed by other users of the Services and through third party services and websites **(TRt)**
6. (go to the [account settings](#) page **(URs)**
7. to control who sees your Content). **(URs)**
8. You should only provide Content **(URs)**
9. that you are comfortable sharing with others under these Terms. **(URs)**
10. Tip: What you say on Twitter may be viewed all around the world instantly. **(TRt)**
11. You are what you Tweet! **(TRt)**
12. You may use the Services **(URs)**
13. only if you can form a binding contract with Twitter **(URs)**
14. and are not a person barred from receiving services under the laws of the United States or other applicable jurisdiction. **(URs)**
15. If you are accepting these Terms **(URs)**
16. and using the Services on behalf of a company, organization, government, or other legal entity, **(URs)**
17. you represent **(URs)**
18. and warrant **(URs)**
19. that you are authorized to do so. **(URs)**
20. You may use the Services only in compliance with these Terms and all applicable local, state, national, and international laws, rules and regulations. **(URs)**
21. The Services that Twitter provides are always evolving **(TRt)**
22. and the form and nature of the Services that Twitter provides may change from time to time without prior notice to you. **(TRt)**
23. In addition, Twitter may stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to users generally **(TRt)**
24. and may not be able to provide you with prior notice. **(TRt)**
25. We also retain the right to create limits on use and storage at our sole discretion at any time without prior notice to you. **(TRt)**
26. The Services may include advertisements, **(TRt)**
27. which may be targeted to the Content or information on the Services, **(TRt)**
28. Queries made through the Services, or other information. **(TRt)**
29. The types and extent of advertising by Twitter on the Services are subject to change. **(TRt)**
30. In consideration for Twitter granting you access to and use of the Services, you agree **(URs)**
31. that Twitter and its third party providers and partners may place such advertising on the Services or in connection with the display of Content or information from the Services **(TRt)**
32. Whether submitted by you or others. **(URs)**

33. Any information that you provide to Twitter is subject to our [Privacy Policy](#), **(TRt)**
34. Which governs our collection and use of your information. **(TRt)**
35. You understand **(URs)**
36. 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 and/or other countries for storage, processing and use by Twitter. **(URs)**
37. As part of providing you the Services, we may need to provide you with certain communications, such as service announcements and administrative messages. **(TRs)**
38. These communications are considered part of the Services and your Twitter account, **(TRt)**
39. which you may not be able to opt-out from receiving. **(TRt)**
40. Tip: You can opt-out of most communications from Twitter including our newsletter, new follower emails, etc. **(URt)**
41. Please see the [Notifications](#) tab of Settings for more. **(URs)**
42. You are responsible for safeguarding the password **(URs)**
43. That you use to access the Services and for any activities or actions under your password. **(URs)**
44. We encourage you **(TRs)**
45. to use "strong" passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your account. **(TRs)**
46. Twitter cannot and will not be liable for any loss or damage arising from your failure to comply with the above. **(TRt)**
47. All Content, whether publicly posted or privately transmitted, is the sole responsibility of the person [[who originated such Content]]. **(URs)**
48. We may not monitor or control the Content posted via the Services **(TRt)**
49. And, we cannot take responsibility for such Content. **(TRt)**
50. 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. **(URs)**
51. We do not endorse, **(TRt)**
52. support, **(TRt)**
53. represent **(TRt)**
54. or guarantee the completeness, truthfulness, accuracy, or reliability of any Content **(TRt)**
55. or communications posted via the Services **(TRt)**
56. or endorse **(TRt)**
57. Any opinions expressed via the Services. **(TRt)**
58. You understand **(URs)**
59. that by using the Services, you may be exposed to Content **(URs)**
60. that might be offensive, harmful, inaccurate or otherwise inappropriate, **(URs)**
61. or in some cases, postings that have been mislabeled **(URs)**
62. or are otherwise deceptive. **(URs)**
63. Under no circumstances will Twitter be liable in any way for any Content, **(TRs)**
64. including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content posted, **(TRs)**
65. emailed, **(TRs)**
66. transmitted **(TRs)**
67. or otherwise made available via the Services or broadcast elsewhere. **(TRs)**
68. You retain your rights to any Content [[you submit, post or display on or through the Services]]. **(URt)**
69. 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) **(TRt)**
70. to use, **(TRt)**
71. copy, **(TRt)**
72. reproduce, **(TRt)**

73. process, **(TRt)**
74. adapt, **(TRt)**
75. modify, **(TRt)**
76. publish, **(TRt)**
77. transmit, **(TRt)**
78. display **(TRt)**
79. and distribute such Content in any and all media or distribution methods **[[**(now known or later developed)**]]**. **(TRt)**
80. Tip: This license **[[**is you authorizing us**]]** to make your Tweets available to the rest of the world **(TRt)**
81. and to let others do the same. **(TRt)**
82. You agree
83. that this license includes the right for Twitter to provide, **(URs)**
84. promote, **(URs)**
85. and improve the Services **(URs)**
86. and to make Content submitted to or through the Services available to other companies, organizations or individuals **[[**who partner with Twitter**]]** for the syndication, broadcast, distribution or publication of such Content on other media and services, subject to our terms and conditions for such Content use. **(URs)**
87. Tip: Twitter has an evolving set of rules **[[**for how ecosystem partners can interact with your Content**]]**. **(TRt)**
88. These rules exist to enable an open ecosystem with your rights in mind. **(TRt)**
89. But what's yours is yours – **(URs)**
90. you own your Content **(URs)**
91. (and your photos are part of that Content). **(TRt)**
92. Such additional uses by Twitter, or other companies, organizations or individuals **[[**who partner with Twitter**]]**, may be made with no compensation paid to you with respect to the Content **(URs)**
93. that you submit, **(URs)**
94. post, **(URs)**
95. transmit **(URs)**
96. or otherwise make available through the Services. **(URs)**
97. We may modify **(TRt)**
98. or adapt your Content **(TRt)**
99. in order to transmit, **(TRs)**
100. display **(TRs)**
101. or distribute it over computer networks and in various media **(TRs)**
102. and/or make changes to your Content **(TRs)**
103. as are necessary to conform **(TRs)**
104. and adapt that Content to any requirements or limitations of any networks, devices, services or media. **(TRs)**
105. You are responsible for your use of the Services, for any Content **[[**you provide**]]**, and for any consequences thereof, including the use of your Content by other users and our third party partners. **(URs)**
106. You understand **(URs)**
107. that your Content may be syndicated, **(URs)**
108. broadcast, **(URs)**
109. distributed, **(URs)**
110. or published by our partners **(URs)**
111. and if you do not have the right to submit Content for such use, **(URs)**
112. it may subject you to liability. **(URs)**

113. Twitter will not be responsible or liable for any use of your Content by Twitter in accordance with these Terms. **(TRt)**
114. You represent **(URs)**
115. and warrant **(URs)**
116. that you have all the rights, power and authority [[necessary to grant the rights granted herein]] to any Content **(URs)**
117. that you submit. **(URs)**
118. Twitter gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software **(TRs)**
119. that is provided to you by Twitter as part of the Services. **(TRs)**
120. This license is for 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]]. **(TRs)**
121. All right, title, and interest in and to the Services [[(excluding Content provided by users)]] are **(TRt)**
122. and will remain the exclusive property of Twitter and its licensors. **(TRt)**
123. The Services are protected by copyright, trademark, and other laws of both the United States and foreign countries. **(TRt)**
124. 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. **(TRt)**
125. Any feedback, comments, or suggestions you may provide regarding Twitter, **(TRt)**
126. or the Services is entirely voluntary **(TRt)**
127. and we will be free to use such feedback, comments or suggestions **(TRt)**
128. as we see fit and without any obligation to you. **(TRt)**
129. Please review the Twitter Rules [[(which are part of these Terms)]] to better understand [[what is prohibited on the Service]]. **(URs)**
130. We reserve the right at all times to remove or refuse to distribute any Content on the Services, to suspend or terminate users and to reclaim usernames without liability to you. **(TRs)**
131. (but will not have an obligation) **(TRs)**
132. We also reserve the right to access, read, preserve, and disclose any information **(TRs)**
133. as we reasonably believe is necessary to satisfy any applicable law, regulation, legal process or governmental request, **(TRs)**
134. enforce the Terms, including investigation of potential violations hereof, **(TRs)**
135. detect, **(TRs)**
136. prevent, or otherwise address fraud, security or technical issues, **(TRs)**
137. respond to user support requests, **(TRs)**
138. or protect the rights, property or safety of Twitter, its users and the public. **(TRs)**
139. Tip Twitter does not disclose personally identifying information to third parties except in accordance with our Privacy Policy. **(TRs)**
140. Except as permitted through the Services, these Terms, or the terms provided on dev.twitter.com, **(TRs)**
141. you have to use the Twitter API **(URs)**
142. if you want to reproduce, **(URs)**
143. modify, **(URs)**
144. create derivative works, **(URs)**
145. distribute, **(URs)**
146. sell, **(URs)**
147. transfer, **(URs)**
148. publicly display, **(URs)**
149. publicly perform, **(URs)**
150. transmit, **(URs)**
151. or otherwise use the Content or Services. **(URs)**



152. Tip We encourage **(TRs)**
153. and permit broad re-use of Content. **(TRs)**
154. The Twitter API exists to enable this. **(TRs)**
155. You may not do any of the following while accessing or using the Services: **(URs)**
156. access, **(URs)**
157. tamper with, **(URs)**
158. or use non-public areas of the Services, Twitter's computer systems, or the technical delivery systems of Twitter's providers; **(URs)**
159. probe, **(URs)**
160. scan, **(URs)**
161. or test the vulnerability of any system or network or breach or circumvent any security or authentication measures; **(URs)**
162. access **(URs)**
163. or search **(URs)**
164. or attempt to access **(URs)**
165. or search the Services by any means (automated or otherwise) other than through our currently available, **(URs)**
166. published interfaces that are provided by Twitter (and only pursuant to those terms and conditions), **(URs)**
167. unless you have been specifically allowed to do so in a separate agreement with Twitter **(URs)**
168. (NOTE: crawling the Services is permissible if done in accordance with the provisions of the robots.txt file, **(TRt)**
169. however, scraping the Services without the prior consent of Twitter is expressly prohibited); **(TRt)**
170. 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; **(TRt)**
171. or interfere with, **(TRt)**
172. or disrupt, **(TRt)**
173. (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. **(TRt)**
174. Twitter respects the intellectual property rights of others **(TRt)**
175. and expects users of the Services to do the same. **(TRt)**
176. We will respond to notices of alleged copyright infringement **(TRs)**
177. that comply with applicable law **(TRs)**
178. and are properly provided to us. **(TRs)**
179. If you believe **(URs)**
180. that your Content has been copied in a way **(URs)**
181. that constitutes copyright infringement, **(URs)**
182. please provide us with the following information: **(URs)**
183. a physical or electronic signature of the copyright owner or a person authorized to act on their behalf; **(URs)**
184. identification of the copyrighted work claimed to have been infringed; **(URs)**
185. identification of the material [[that]] is claimed to be infringing or to be the subject of infringing activity **(URs)**
186. and that is to be removed or access to **(URs)**
187. which is to be disabled, **(URs)**
188. and information reasonably sufficient **(URs)**
189. to permit us **(URs)**

190. to locate the material; **(URs)**
191. a statement by you that you have a good faith belief **(URs)**
192. that [[use of the material in the manner complained of]] is not authorized by the copyright owner, its agent, or the law; **(URs)**
193. and a statement that the information in the notification is accurate, and, under penalty of perjury, that you are authorized to act on behalf of the copyright owner. **(URs)**
194. We reserve the right to remove Content alleged to be infringing without prior notice, at our sole discretion, and without liability to you. **(TRt)**
195. In appropriate circumstances, Twitter will also terminate a user's account **(TRt)**
196. if the user is determined to be a repeat infringer. **(TRt)**
197. Our designated copyright agent for notice of alleged copyright infringement appearing on the Services is: *Twitter, Inc. Attn: Copyright Agent. 1355 Market Street, Suite 900. San Francisco, CA 94103. Reports: <https://support.twitter.com/forms/dmca>. Email: [copyright@twitter.com](mailto:copyright@twitter.com)* **(TRt)**
198. The Terms will continue to apply until terminated by either you or Twitter as follows. **(TRt)**
199. You may end your legal agreement with Twitter at any time for any reason [[by deactivating your accounts and discontinuing your use of the Services.]] **(URt)**
200. You do not need to specifically inform Twitter **(URt)**
201. when you stop using the Services. **(URt)**
202. If you stop using the Services without deactivating your accounts, **(TRt)**
203. your accounts may be deactivated **(TRt)**
204. due to prolonged inactivity under our Inactive Account Policy. **(TRt)**
205. We may suspend **(TRt)**
206. or terminate your accounts **(TRt)**
207. or cease providing you with all or part of the Services at any time for any reason, **(TRt)**
208. including, but not limited to, if we reasonably believe: **(TRt)**
209. you have violated these Terms or the Twitter Rules, **(TRt)**
210. you create risk or possible legal exposure for us; **(TRt)**
211. or our provision of the Services to you is no longer commercially viable. **(TRt)**
212. We will make reasonable efforts **(TRs)**
213. to notify you by the email address associated with your account **(TRs)**
214. or the next time you attempt to access your account. **(TRs)**
215. 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: 4, 5, 7, 8, 10, 11, and 12. **(TRt)**
216. Nothing in this section shall affect Twitter's rights **(TRt)**
217. to change, **(TRt)**
218. limit **(TRt)**
219. or stop the provision of the Services without prior notice, **(TRt)**
220. as provided above in section 1. **(TRt)**
221. Please read this section carefully **(URs)**
222. since it limits the liability of Twitter and its parents, subsidiaries, affiliates, related companies, officers, directors, employees, agents, representatives, partners, and licensors [(collectively, the "Twitter Entities")]. **(TRt)**
223. Each of the subsections below only applies up to the maximum extent permitted under applicable law. **(TRt)**
224. Some jurisdictions do not allow the disclaimer of implied warranties or the limitation of liability in contracts, **(TRt)**
225. and as a result the contents of this section may not apply to you. **(TRt)**
226. Nothing in this section is intended to limit any rights **(TRt)**
227. you may have **(URt)**

- 228. which may not be lawfully limited. **(URt)**
- 229. Your access to and use of the Services or any Content are at your own risk. **(URs)**
- 230. You understand **(URs)**
- 231. and agree **(URs)**
- 232. that the Services are provided to you on an "AS IS" and "AS AVAILABLE" basis. **(TRt)**
- 233. Without limiting the foregoing, to the maximum extent permitted under applicable law, **(TRt)**
- 234. The twitter entities disclaim all warranties and conditions, **(TRt)**
- 235. Whether express **(TRt)**
- 236. Or implied, of merchantability, fitness for a particular purpose, or non-infringement. **(TRt)**
- 237. The Twitter Entities make no warranty **(TRt)**
- 238. and disclaim all responsibility and liability for: the completeness, accuracy, availability, timeliness, security or reliability of the Services or any Content; 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; the deletion of, or the failure to store or to transmit, any Content and other communications maintained by the Services; **(TRt)**
- 239. and whether the Services will meet your requirements **(TRt)**
- 240. or be available on an uninterrupted, secure, or error-free basis. **(TRt)**
- 241. No advice or information, whether oral or written, obtained from the Twitter Entities or through the Services, **(TRt)**
- 242. will create any warranty not expressly made herein. **(TRt)**
- 243. The Services may contain links to third-party websites or resources. **(TRt)**
- 244. You acknowledge **(URs)**
- 245. and agree **(URs)**
- 246. that the Twitter Entities are not responsible or liable for: the availability or accuracy of such websites or resources; or the content, products, or services on or available from such websites or resources. **(TRt)**
- 247. Links to such websites or resources do not imply any endorsement by the Twitter Entities of such websites or resources or the content, products, or services available from such websites or resources. **(TRt)**
- 248. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources. **(URs)**
- 249. To the maximum extent permitted by applicable law, **(URs)**
- 250. 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, good-will, or other intangible losses, Resulting from your access to or use of or inability to access or use the services; 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; **(TRt)**
- 251. Any content obtained from the services; or unauthorized access, use or alteration of your transmissions or content. **(TRt)**
- 252. In no event shall the aggregate liability of the twitter entities exceed the greater of one hundred u.s. dollars (u.s. \$100.00) **(TRt)**
- 253. Or the amount you paid twitter, **(TRt)**
- 254. If any, in the past six months for the services giving rise to the claim. **(TRt)**
- 255. The limitations of this subsection shall apply to any theory of liability, Whether based on warranty, contract, statute, tort (including negligence) **(TRt)**
- 256. Or otherwise, And whether or not the twitter entities have been informed of the possibility of any such damage, **(TRt)**
- 257. And even if a remedy set forth herein is found to have failed of its essential purpose. **(TRt)**
- 258. The failure of Twitter to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision. **(TRt)**

259. In the event that any provision of these Terms is held to be invalid or unenforceable, **(TRt)**
260. then that provision will be limited **(TRt)**
261. or eliminated to the minimum extent necessary, **(TRt)**
262. and the remaining provisions of these Terms will remain in full force and effect. **(TRt)**
263. These Terms and any action ~~[[related thereto]]~~ will be governed by the laws of the State of California without regard to or application of its conflict of law provisions or your state or country of residence. **(TRt)**
264. All claims, legal proceedings or litigation arising in connection with the Services will be brought solely in the federal or state courts located in San Francisco County, California, United States, **(TRt)**
265. And you consent to the jurisdiction of and venue in such courts and waive any objection as to inconvenient forum. **(TRt)**
266. 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, **(URt)**
267. Then those clauses do not apply to you. **(URt)**
268. 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) **(URt)**
269. 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]]~~. **(URt)**
270. the Twitter Rules and our Privacy Policy are the entire and exclusive agreement between Twitter and you regarding the Services **(TRt)**
271. (excluding any services for which you have a separate agreement with Twitter **(TRt)**
272. that is explicitly in addition or in place of these Terms), **(TRt)**
273. and these Terms supersede **(TRt)**
274. and replace any prior agreements between Twitter and you regarding the Services. **(TRt)**
275. Other than members of the group of companies of which Twitter, Inc. is the parent, **(TRt)**
276. No other person or company will be third party beneficiaries to the Terms. **(TRt)**
277. We may revise these Terms from time to time, **(TRs)**
278. The most current version will always be at twitter.com/tos. **(TRs)**
279. If the revision, in our sole discretion, is material **(TRs)**
280. We will notify you via an @Twitter update or e-mail to the email associated with your account. **(TRs)**
281. By continuing to access sor use the Services after those revisions become effective, you agree to be bound by the revised Terms. **(URs)**
282. These Services are operated **(TRt)**
283. And provided by Twitter Inc., 1355 Market Street, Suite 900, San Francisco, CA 94103. **(TRt)**
284. If you have any questions about these Terms, **(URt)**
285. Please contact us. **(URt)**

### Appendix 3

#### Clauses of Rights and Responsibilities of the text

No	Twitter
Right	
1.	These Terms of Service ("Terms") govern your access to and use of the services, including our various websites, SMS, APIs, email notifications, applications, buttons, and widgets, (the "Services" or "Twitter"), and any information, text, graphics, photos or other materials uploaded, downloaded or appearing on the Services [(collectively referred to as "Content")].
2.	Your access to and use of the Services are conditioned on your acceptance of and compliance with these Terms.
3.	By accessing or using the Services you agree to be bound by these Terms.
4.	The Content [[you submit, post, or display]] will be able to be viewed by other users of the Services and through third party services and websites
5.	Tip: What you say on Twitter may be viewed all around the world instantly.
6.	You are what you Tweet!
7.	The Services that Twitter provides are always evolving
8.	and the form and nature of the Services that Twitter provides may change from time to time without prior notice to you.
9.	In addition, Twitter may stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to users generally
10.	and may not be able to provide you with prior notice.
11.	We also retain the right to create limits on use and storage at our sole discretion at any time without prior notice to you.
12.	The Services may include advertisements,
13.	which may be targeted to the Content or information on the Services,
14.	Queries made through the Services, or other information.
15.	The types and extent of advertising by Twitter on the Services are subject to change.
16.	that Twitter and its third party providers and partners may place such advertising on the Services or in connection with the display of Content or information from the Services
17.	Any information that you provide to Twitter is subject to our <u>Privacy Policy</u> ,
18.	Which governs our collection and use of your information.
19.	These communications are considered part of the Services and your Twitter account,
20.	which you may not be able to opt-out from receiving.
21.	Twitter cannot and will not be liable for any loss or damage arising from your failure to comply with the above.
22.	We may not monitor or control the Content posted via the Services
23.	And, we cannot take responsibility for such Content.
24.	We do not endorse,
25.	support,
26.	Represent
27.	or guarantee the completeness, truthfulness, accuracy, or reliability of any Content
28.	or communications posted via the Services
29.	or endorse
30.	Any opinions expressed via the Services.
31.	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)

32.	to use,
33.	copy,
34.	reproduce,
35.	process,
36.	adapt,
37.	modify,
38.	publish,
39.	transmit,
40.	Display
41.	and distribute such Content in any and all media or distribution methods [[[now known or later developed]]].
42.	Tip: This license [[is you authorizing us]] to make your Tweets available to the rest of the world
43.	and to let others do the same.
44.	Tip: Twitter has an evolving set of <u>rules</u> [[for how ecosystem partners can interact with your Content]].
45.	These rules exist to enable an open ecosystem with your rights in mind.
46.	(and your photos are part of that Content).
47.	We may modify
48.	or adapt your Content
49.	Twitter will not be responsible or liable for any use of your Content by Twitter in accordance with these Terms.
50.	All right, title, and interest in and to the Services [[(excluding Content provided by users)]] are
51.	and will remain the exclusive property of Twitter and its licensors.
52.	The Services are protected by copyright, trademark, and other laws of both the United States and foreign countries.
53.	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.
54.	Any feedback, comments, or suggestions you may provide regarding Twitter,
55.	or the Services is entirely voluntary
56.	and we will be free to use such feedback, comments or suggestions
57.	as we see fit and without any obligation to you.
58.	(NOTE: crawling the Services is permissible if done in accordance with the provisions of the robots.txt file, <b>(TRt)</b>
59.	however, scraping the Services without the prior consent of Twitter is expressly prohibited);
60.	forgo 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;
61.	or interfere with,
62.	or disrupt,
63.	(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.
64.	Twitter respects the intellectual property rights of others
65.	and expects users of the Services to do the same.
66.	We reserve the right to remove Content alleged to be infringing without prior notice, at our sole discretion, and without liability to you.
67.	In appropriate circumstances, Twitter will also terminate a user's account

68.	if the user is determined to be a repeat infringer.
69.	Our designated copyright agent for notice of alleged copyright infringement appearing on the Services is: <i>Twitter, Inc. Attn: Copyright Agent. 1355 Market Street, Suite 900 San Francisco, CA 94103. Reports: <a href="https://support.twitter.com/forms/dmca">https://support.twitter.com/forms/dmca</a>. Email: <a href="mailto:copyright@twitter.com">copyright@twitter.com</a></i>
70.	The Terms will continue to apply until terminated by either you or Twitter as follows.
71.	If you stop using the Services without deactivating your accounts,
72.	your accounts may be deactivated
73.	due to prolonged inactivity under our <u>Inactive Account Policy</u> .
74.	We may suspend
75.	or terminate your accounts
76.	or cease providing you with all or part of the Services at any time for any reason,
77.	including, but not limited to, if we reasonably believe:
78.	you have violated these Terms or the <u>Twitter Rules</u> ,
79.	you create risk or possible legal exposure for us;
80.	or our provision of the Services to you is no longer commercially viable.
81.	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: 4, 5, 7, 8, 10, 11, and 12.
82.	Nothing in this section shall affect Twitter's rights
83.	to change,
84.	limit
85.	or stop the provision of the Services without prior notice,
86.	as provided above in section 1.
87.	since it limits the liability of Twitter and its parents, subsidiaries, affiliates, related companies, officers, directors, employees, agents, representatives, partners, and licensors [(collectively, the "Twitter Entities")].
88.	Each of the subsections below only applies up to the maximum extent permitted under applicable law.
89.	Some jurisdictions do not allow the disclaimer of implied warranties or the limitation of liability in contracts,
90.	and as a result the contents of this section may not apply to you.
91.	Nothing in this section is intended to limit any rights
92.	that the Services are provided to you on an "AS IS" and "AS AVAILABLE" basis.
93.	Without limiting the foregoing, to the maximum extent permitted under applicable law,
94.	The Twitter entities disclaim all warranties and conditions,
95.	Whether express
96.	Or implied, of merchantability, fitness for a particular purpose, or non-infringement.
97.	The Twitter Entities make no warranty
98.	and disclaim all responsibility and liability for: the completeness, accuracy, availability, timeliness, security or reliability of the Services or any Content; 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; the deletion of, or the failure to store or to transmit, any Content and other communications maintained by the Services;
99.	and whether the Services will meet your requirements
100.	or be available on an uninterrupted, secure, or error-free basis.
101.	No advice or information, whether oral or written, obtained from the Twitter Entities or through the Services,
102.	will create any warranty not expressly made herein.
103.	The Services may contain links to third-party websites or resources.

104.	that the Twitter Entities are not responsible or liable for: the availability or accuracy of such websites or resources; or the content, products, or services on or available from such websites or resources.
105.	Links to such websites or resources do not imply any endorsement by the Twitter Entities of such websites or resources or the content, products, or services available from such websites or resources.
106.	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, good-will, or other intangible losses, Resulting from your access to or use of or inability to access or use the services; 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;
107.	Any content obtained from the services; or unauthorized access, use or alteration of your transmissions or content.
108.	In no event shall the aggregate liability of the twitter entities exceed the greater of one hundred u.s. dollars (u.s. \$100.00)
109.	Or the amount you paid twitter,
110.	If any, in the past six months for the services giving rise to the claim.
111.	The limitations of this subsection shall apply to any theory of liability, Whether based on warranty, contract, statute, tort (including negligence)
112.	Or otherwise, And whether or not the twitter entities have been informed of the possibility of any such damage,
113.	And even if a remedy set forth herein is found to have failed of its essential purpose.
114.	The failure of Twitter to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision.
115.	In the event that any provision of these Terms is held to be invalid or unenforceable,
116.	then that provision will be limited
117.	or eliminated to the minimum extent necessary,
118.	and the remaining provisions of these Terms will remain in full force and effect.
119.	These Terms and any action [[related thereto]] will be governed by the laws of the State of California without regard to or application of its conflict of law provisions or your state or country of residence.
120.	All claims, legal proceedings or litigation arising in connection with the Services will be brought solely in the federal or state courts located in San Francisco County, California, United States,
121.	And you consent to the jurisdiction of and venue in such courts and waive any objection as to inconvenient forum.
122.	the <u>Twitter Rules</u> and our <u>Privacy Policy</u> are the entire and exclusive agreement between Twitter and you regarding the Services
123.	(excluding any services for which you have a separate agreement with Twitter
124.	that is explicitly in addition or in place of these Terms),
125.	and these Terms supersede
126.	and replace any prior agreements between Twitter and you regarding the Services.
127.	Other than members of the group of companies of which Twitter, Inc. is the parent,
128.	No other person or company will be third party beneficiaries to the Terms.
129.	These Services are operated
130.	And provided by Twitter Inc., 1355 Market Street, Suite 900, San Francisco, CA 94103.
<b>Responsibility</b>	



1.	As part of providing you the Services, we may need to provide you with certain communications, such as service announcements and administrative messages.
2.	We encourage you
3.	to use "strong" passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your account.
4.	Under no circumstances will Twitter be liable in any way for any Content,
5.	including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content posted,
6.	emailed,
7.	transmitted
8.	or otherwise made available via the Services or broadcast elsewhere.
9.	in order to transmit,
10.	display
11.	or distribute it over computer networks and in various media
12.	and/or make changes to your Content
13.	as are necessary to conform
14.	and adapt that Content to any requirements or limitations of any networks, devices, services or media.
15.	Twitter gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software
16.	that is provided to you by Twitter as part of the Services.
17.	This license is for 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]].
18.	We reserve the right at all times to remove or refuse to distribute any Content on the Services, to suspend or terminate users, and to reclaim usernames without liability to you.
19.	(but will not have an obligation)
20.	We also reserve the right to access, read, preserve, and disclose any information
21.	as we reasonably believe is necessary to satisfy any applicable law, regulation, legal process or governmental request,
22.	enforce the Terms, including investigation of potential violations hereof,
23.	detect,
24.	prevent, or otherwise address fraud, security or technical issues,
25.	respond to user support requests,
26.	or protect the rights, property or safety of Twitter, its users and the public.
27.	Tip Twitter does not disclose personally identifying information to third parties except in accordance with our <a href="#">Privacy Policy</a> .
28.	Except as permitted through the Services, these Terms, or the terms provided on <a href="#">dev.twitter.com</a> ,
29.	Tip We encourage
30.	and permit broad re-use of Content.
31.	The Twitter API exists to enable this.
32.	We will respond to notices of alleged copyright infringement
33.	that comply with applicable law
34.	and are properly provided to us.
35.	We will make reasonable efforts
36.	to notify you by the email address associated with your account
37.	or the next time you attempt to access your account.
38.	We may revise these Terms from time to time,
39.	The most current version will always be at <a href="#">twitter.com/tos</a> .

40.	If the revision, in our sole discretion, is material
41.	We will notify you via an @Twitter update or e-mail to the email associated with your account.

No	User
Right	
1)	Tip: You can opt-out of most communications from Twitter including our newsletter, new follower emails, etc.
2)	You retain your rights to any Content [[you submit, post or display on or through the Services]].
3)	You may end your legal agreement with Twitter at any time for any reason [[by <u>deactivating</u> your accounts and discontinuing your use of the Services.]]
4)	You do not need to specifically inform Twitter
5)	when you stop using the Services.
6)	you may have
7)	which may not be lawfully limited.
8)	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,
9)	Then those clauses do not apply to you.
10)	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)
11)	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)]].
12)	If you have any questions about these Terms,
13)	Please <u>contact us</u> .
Responsibility	
1)	You are responsible for your use of the Services, for any Content [[you post to the Services]], and for any consequences thereof.
2)	(go to the <u>account settings</u> page
3)	to control who sees your Content).
4)	You should only provide Content
5)	that you are comfortable sharing with others under these Terms.
6)	You may use the Services
7)	only if you can form a binding contract with Twitter
8)	and are not a person barred from receiving services under the laws of the United States or other applicable jurisdiction.
9)	If you are accepting these Terms
10)	and using the Services on behalf of a company, organization, government, or other legal entity,
11)	you represent
12)	and warrant
13)	that you are authorized to do so
14)	You may use the Services only in compliance with these Terms and all applicable local, state, national, and international laws, rules and regulations.
15)	In consideration for Twitter granting you access to and use of the Services, you agree
16)	Whether submitted by you or others.
17)	You understand
18)	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 and/or other countries for storage, processing and use by Twitter.
19)	Please see the <u>Notifications</u> tab of Settings for more.
20)	You are responsible for safeguarding the password
21)	That you use to access the Services and for any activities or actions under your password.
22)	All Content, whether publicly posted or privately transmitted, is the sole responsibility of the person [[who originated such Content]].
23)	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.
24)	You understand
25)	that by using the Services, you may be exposed to Content
26)	that might be offensive, harmful, inaccurate or otherwise inappropriate,
27)	or in some cases, postings that have been mislabeled
28)	or are otherwise deceptive.
29)	You agree
30)	that this license includes the right for Twitter to provide
31)	promote,
32)	and improve the Services
33)	and to make Content submitted to or through the Services available to other companies, organizations or individuals [[who partner with Twitter]] for the syndication, broadcast, distribution or publication of such Content on other media and services, subject to our terms and conditions for such Content use.
34)	But what's yours is yours –
35)	you own your Content
36)	Such additional uses by Twitter, or other companies, organizations or individuals [[who partner with Twitter]], may be made with no compensation paid to you with respect to the Content
37)	that you submit,
38)	post,
39)	transmit
40)	or otherwise make available through the Services.
41)	You are responsible for your use of the Services, for any Content [[you provide]], and for any consequences thereof, including the use of your Content by other users and our third party partners.
42)	You understand
43)	that your Content may be syndicated,
44)	broadcast,
45)	distributed,
46)	or published by our partners
47)	and if you do not have the right to submit Content for such use,
48)	it may subject you to liability.
49)	You represent
50)	and warrant
51)	that you have all the rights, power and authority [[necessary to grant the rights granted herein]] to any Content
52)	that you submit.
53)	Please review the <u>Twitter Rules</u> [[which are part of these Terms]] to better understand [[what is prohibited on the Service]].
54)	you have to use the <u>Twitter API</u>
55)	if you want to reproduce,

56)	modify,
57)	create derivative works,
58)	distribute,
59)	sell,
60)	transfer,
61)	publicly display,
62)	publicly perform,
63)	transmit,
64)	or otherwise use the Content or Services.
65)	You may not do any of the following while accessing or using the Services:
66)	access,
67)	tamper with,
68)	or use non-public areas of the Services, Twitter's computer systems, or the technical delivery systems of Twitter's providers;
69)	probe,
70)	scan,
71)	or test the vulnerability of any system or network or breach or circumvent any security or authentication measures;
72)	access
73)	or search
74)	or attempt to access
75)	or search the Services by any means (automated or otherwise) other than through our currently available,
76)	published interfaces that are provided by Twitter (and only pursuant to those terms and conditions),
77)	unless you have been specifically allowed to do so in a separate agreement with Twitter
78)	If you believe
79)	that your Content has been copied in a way
80)	that constitutes copyright infringement,
81)	please provide us with the following information:
82)	a physical or electronic signature of the copyright owner or a person authorized to act on their behalf;
83)	identification of the copyrighted work claimed to have been infringed;
84)	identification of the material [[that]] is claimed to be infringing or to be the subject of infringing activity
85)	and that is to be removed or access to
86)	which is to be disabled,
87)	and information reasonably sufficient
88)	to permit us
89)	to locate the material;
90)	a statement by you that you have a good faith belief
91)	that [[use of the material in the manner complained of]] is not authorized by the copyright owner, its agent, or the law;
92)	and a statement that the information in the notification is accurate, and, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.
93)	Please read this section carefully
94)	Your access to and use of the Services or any Content are at your own risk.
95)	You understand
96)	and agree

97)	You acknowledge
98)	and agree
99)	You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.
100)	To the maximum extent permitted by applicable law,
101)	By continuing to access or use the Services after those revisions become effective, you agree to be bound by the revised Terms.

## Appendix 4

### Mood Types of the Text

- These Terms of Service ("Terms") govern your access to and use of the services, including our various websites, SMS, APIs, email notifications, applications, buttons, and widgets, (the "Services" or "Twitter"), and any information, text, graphics, photos or other materials uploaded, downloaded or appearing on the Services (collectively referred to as "Content").

These Terms of Service ("Terms")	govern	your access to and use of the services, including our various websites, SMS, APIs, email notifications, applications, buttons, and widgets, (the "Services" or "Twitter"), and any information, text, graphics, photos or other materials uploaded, downloaded or appearing on the Services (collectively referred to as "Content")
<b>S</b>	<b>F</b>	<b>P</b>
<b>M</b>	<b>R</b>	<b>C</b>

- Your access to and use of the Services are conditioned on your acceptance of and compliance with these Terms.

Your access to and use of the Services	Are	conditioned	on your acceptance of and compliance	with these Terms
<b>S</b>	<b>F</b>	<b>P</b>	<b>Circ. Adj</b>	<b>Circ. Adj</b>
<b>M</b>	<b>R</b>			

- By accessing or using the Services you agree to be bound by these Terms.

By accessing or using the Services	You	agree to be bound	by these Terms
<b>Circ. Adj</b>	<b>S</b>	<b>F</b>	<b>P</b>
<b>M</b>	<b>R</b>		

- You are responsible for your use of the Services, for any Content [[you post to the Services]], and for any consequences thereof.

You	Are	Responsible	for your use of the Services, for any Content [[you post to the Services]], and for any consequences thereof.
<b>S</b>	<b>F</b>	<b>P</b>	<b>Circ. Adj</b>
<b>M</b>	<b>R</b>		

5. The Content [[you submit, post, or display]] will be able to be viewed by other users of the Services and through third party services and websites

The Content [[you submit, post, or display]]	Will	be able to be viewed	by other users of the Services	and through third party services and websites
<b>S</b>	<b>F</b>	<b>P</b>	<b>C</b>	<b>Circ. Adj</b>
<b>M</b>	<b>R</b>			

6. (go to the account settings page

Go	to the <u>account settings</u> page	
<b>F</b>	<b>P</b>	<b>Circ. Adj</b>
<b>M</b>	<b>R</b>	

7. to control who sees your Content).

to control	who sees your Content
<b>P</b>	<b>C</b>
<b>R</b>	

8. You should only provide Content

You	should	Only	Provide	Content
<b>S</b>	<b>F</b>	<b>MA</b>	<b>P</b>	<b>C</b>
<b>M</b>	<b>R</b>			

9. that you are comfortable sharing with others under these Terms.

That	You	are	comfortable sharing	with others under these Terms
<b>Conj. Adj</b>	<b>S</b>	<b>F</b>	<b>P</b>	<b>Circ. Adj</b>
	<b>M</b>	<b>R</b>		

10. Tip What you say on Twitter may be viewed all around the world instantly.

Tip	What you say on Twitter	May	be viewed	all around the world	instantly
<b>Left un-Analyzed</b>	<b>S</b>	<b>F</b>	<b>P</b>	<b>C</b>	<b>Circ. Adj</b>
	<b>M</b>	<b>R</b>			

11. You are what you Tweet!

You	Are		What you tweet!
<b>S</b>	<b>F</b>	<b>P</b>	<b>C</b>
<b>M</b>	<b>R</b>		

12. You may use the Services

You	may	Use	The services
<b>S</b>	<b>F</b>	<b>P</b>	<b>C</b>
<b>M</b>	<b>R</b>		

13. only if you can form a binding contract with Twitter

Only if	You	can	Form	a binding contract	with Twitter
<b>Conj. Adj</b>	<b>S</b>	<b>F</b>	<b>P</b>	<b>C</b>	<b>Circ. Adj</b>

	<b>M</b>	
	<b>R</b>	

14. and are not a person barred from receiving services under the laws of the United States or other applicable jurisdiction.

and	are not	a person barred	from receiving services under the laws of the United States or other applicable jurisdiction
<b>Conj. Adj</b>	<b>F</b>	<b>P</b>	<b>C</b>
	<b>M</b>		
	<b>R</b>		

15. If you are accepting these Terms

if	You	are	accepting	These Terms
<b>Conj. Adj</b>	<b>S</b>	<b>F</b>	<b>P</b>	<b>C</b>
	<b>M</b>			
	<b>R</b>			

16. and using the Services on behalf of a company, organization, government, or other legal entity,

and	using	The services	on behalf of a company, organization, government, or other legal entity
<b>Conj. adj</b>	<b>P</b>	<b>C</b>	<b>Circ. Adj</b>
	<b>R</b>		

17. you represent

you	Represent
<b>S</b>	<b>F</b>
<b>M</b>	<b>R</b>

18. and warrant

and	Warrant
<b>Conj. adj</b>	<b>F</b>
	<b>M</b>
	<b>R</b>

19. that you are authorized to do so.

That	You	are	authorized	to do so
<b>Conj. Adj</b>	<b>S</b>	<b>F</b>	<b>P</b>	<b>Circ. Adj</b>
	<b>M</b>			
	<b>R</b>			

20. You may use the Services only in compliance with these Terms and all applicable local, state, national, and international laws, rules and regulations.

You	may	Use	the Services only in compliance with these Terms and all applicable local, state, national, and international laws, rules and regulations
<b>S</b>	<b>F</b>	<b>P</b>	<b>C</b>
<b>M</b>		<b>R</b>	

21. The Services that Twitter provides are always evolving

The Services that Twitter provides	are	always	involving
<b>S</b>	<b>F</b>	<b>MA</b>	<b>P</b>
<b>M</b>			<b>R</b>

22. and the form and nature of the Services that Twitter provides may change from time to time without prior notice to you.

and	the form and nature of the Services [[that Twitter provides]]	may	Change	from time to time without prior notice to you
<b>Conj. Adj</b>	<b>S</b>	<b>F</b>	<b>P</b>	<b>Circ. Adj</b>
	<b>M</b>			
	<b>R</b>			

23. In addition, Twitter may stop [[(permanently or temporarily)]] providing the Services (or any features within the Services) to you or to users generally

In addition	Twitter	May	stop [[(permanently or temporarily)]] providing	the Services (or any features within the Services) to you or to users generally
<b>Conj. Adj</b>	<b>S</b>	<b>F</b>	<b>P</b>	<b>C</b>
	<b>M</b>			
	<b>R</b>			

24. and may not be able to provide you with prior notice.

and	may	not be able to provide	You	with prior notice
<b>Conj. Adj</b>	<b>F</b>	<b>P</b>	<b>C</b>	<b>C</b>
	<b>M</b>			
	<b>R</b>			

25. We also retain the right to create limits on use and storage at our sole discretion at any time without prior notice to you.

We	also retain	the right	to create limits on use and storage at our sole discretion at any time without prior notice to you
<b>S</b>	<b>F</b>	<b>P</b>	<b>C</b>
<b>M</b>		<b>R</b>	<b>Circ. Adj</b>

26. The Services may include advertisements,

The services	may	include	Advertisements
<b>S</b>	<b>F</b>	<b>P</b>	<b>C</b>
<b>M</b>		<b>R</b>	

27. which may be targeted to the Content or information on the Services,

Which	may	be targeted	to the content or information on the Services
<b>Conj. Adj</b>	<b>F</b>	<b>P</b>	<b>C</b>
	<b>M</b>		
	<b>R</b>		

28. queries made through the Services, or other information.

Queries	made	through the Services, or other information
<b>S</b>	<b>F</b>	<b>P</b>
<b>M</b>		<b>R</b>



29. The types and extent of advertising by Twitter on the Services are subject to change.

The types and extent of advertising by Twitter on the Services	are	subject to change
<b>S</b>	<b>F</b>	<b>P</b>
<b>M</b>	<b>R</b>	<b>C</b>

30. In consideration for Twitter granting you access to and use of the Services, you agree

In consideration for Twitter granting you access to and use of the Services	You	agree
<b>Circ. Adj</b>	<b>S</b>	<b>F</b>
	<b>M</b>	<b>P</b>
<b>R</b>		

31. that Twitter and its third party providers and partners may place such advertising on the Services or in connection with the display of Content or information from the Services

that	Twitter and its third party providers and partners	May	place	such advertising on the Services or in connection with the display of Content or information from the Services
<b>Conj. Adj</b>		<b>F</b>	<b>P</b>	<b>C</b>
	<b>M</b>			
<b>R</b>				

32. whether submitted by you or others.

whether	submitted	by you or others
<b>Conj. Adj</b>	<b>F</b>	<b>P</b>
	<b>M</b>	<b>C</b>
<b>R</b>		

33. Any information that you provide to Twitter is subject to our Privacy Policy,

Any information that you provide to Twitter	Is	subject	to our <u>Privacy Policy</u>
<b>S</b>	<b>F</b>	<b>P</b>	<b>C</b>
<b>M</b>	<b>R</b>		<b>Circ. Adj</b>

34. which governs our collection and use of your information.

which	governs	our collection and use of your information.
<b>Conj. Adj</b>	<b>F</b>	<b>P</b>
	<b>M</b>	<b>C</b>
<b>R</b>		

35. You understand

you	Understand
<b>S</b>	<b>F</b>
<b>M</b>	<b>P</b>
<b>R</b>	

36. 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 and/or other countries for storage, processing and use by Twitter.

that	through	You	consent	to the collection and use (as set forth in the Privacy Policy)
------	---------	-----	---------	--

your use of the Services				of this information,[[including the transfer of this information to the United States and/or other countries for storage, processing and use by Twitter]].
<b>Circ. Adj</b>	<b>S</b>	<b>F</b>	<b>P</b>	<b>C</b>
	<b>M</b>			
		<b>R</b>		

37. As part of providing you the Services, we may need to provide you with certain communications, such as service announcements and administrative messages.

As part of providing you the Services	we	may	Need to provide	you	with certain communications, such as service announcements and administrative messages
<b>Conj. Adj</b>	<b>S</b>	<b>F</b>	<b>P</b>	<b>C</b>	<b>Circ. Adj</b>
	<b>M</b>				
		<b>R</b>			

38. These communications are considered part of the Services and your Twitter account,

These communications	are	considered	part of the Services and your Twitter account
<b>S</b>	<b>F</b>	<b>P</b>	<b>C</b>
<b>M</b>		<b>R</b>	

39. which you may not be able to opt-out from receiving.

Which	You	may not	be able to opt-out	from receiving
<b>Conj. Adj</b>	<b>S</b>	<b>F</b>	<b>P</b>	<b>Circ. Adj</b>
	<b>M</b>			
		<b>R</b>		

40. Tip You can opt-out of most communications from Twitter including our newsletter, new follower emails, etc.

Tip	you	can	opt-out	of most communications from Twitter including our newsletter, new follower emails, etc.
<b>Left un-Analyzed</b>	<b>S</b>	<b>F</b>	<b>P</b>	<b>Circ. Adj</b>
	<b>M</b>		<b>R</b>	

41. Please see the Notifications tab of Settings for more.

Please see	The notification tab of Settings for more			
<b>F</b>	<b>P</b>	<b>C</b>		
<b>M</b>	<b>R</b>			

42. You are responsible for safeguarding the password

you	are responsible	for safeguarding the password	
S	F	P	Circ. Adj
M	R		

43. that you use to access the Services and for any activities or actions under your password.

That	you	use to access		the Services and for any activities or actions under your password
Conj. Adj	S	F	P	C

	<b>M</b>	
	<b>R</b>	

44. We encourage you

we	Encourage	You
<b>S</b>	<b>F</b>	<b>P</b>
<b>M</b>	<b>R</b>	<b>C</b>

45. to use "strong" passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your account.

to use	"strong" passwords (passwords that use a combination of upper and lower case letters, numbers and symbols)	with your account
<b>P</b>	<b>C</b>	<b>Circ. Adj</b>
<b>R</b>		

46. Twitter cannot and will not be liable for any loss or damage arising from your failure to comply with the above.

Twitter	cannot and will not	be liable	for any loss or damage arising from your failure to comply with the above.
<b>S</b>	<b>F</b>	<b>P</b>	<b>Circ. Adj</b>
<b>M</b>		<b>R</b>	

47. All Content, whether publicly posted or privately transmitted, is the sole responsibility of the person who originated such Content.

All Content, whether publicly posted or privately transmitted	is	the sole responsibility of the person who originated such Content
<b>S</b>	<b>F</b>	<b>P</b>
<b>M</b>		<b>R</b>

48. We may not monitor or control the Content posted via the Services

We	may not	monitor or control	the Content posted	via the Services
<b>S</b>	<b>F</b>	<b>P</b>	<b>Comp.</b>	<b>Circ. Adj</b>
<b>M</b>		<b>R</b>		

49. and, we cannot take responsibility for such Content.

and	we	Cannot	take	responsibility	for such Content
<b>Conj. Adj</b>	<b>S</b>	<b>F</b>	<b>P</b>	<b>C</b>	<b>Circ. Adj</b>
	<b>M</b>		<b>R</b>		

50. 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

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
<b>S</b>	<b>F</b>	<b>P</b>
<b>M</b>		<b>R</b>

51. We do not endorse,

we	do not	Endorse
<b>S</b>	<b>F</b>	<b>P</b>
<b>M</b>		<b>R</b>

52. support,

Support	
<b>F</b>	<b>P</b>
<b>M</b>	<b>R</b>

53. represent

Represent	
<b>F</b>	<b>P</b>
<b>M</b>	<b>R</b>

54. or guarantee the completeness, truthfulness, accuracy, or reliability of any Content

or	guarantee	the completeness, truthfulness, accuracy, or reliability of any Content	
<b>Conj. Adj</b>	<b>F</b>	<b>P</b>	<b>C</b>
	<b>M</b>	<b>R</b>	

55. or communications posted via the Services

or	communications	posted	via the Services
<b>Conj. Adj</b>	<b>S</b>	<b>F</b>	<b>P</b>
	<b>M</b>	<b>R</b>	

56. or endorse

or	endorse
<b>Conj. Adj</b>	<b>F</b>
	<b>M</b>
<b>R</b>	

57. any opinions expressed via the Services.

any opinions	expressed	via the Services
<b>S</b>	<b>F</b>	<b>P</b>
<b>M</b>	<b>R</b>	

58. You understand

you	Understand
<b>S</b>	<b>F</b>
<b>M</b>	<b>R</b>

59. [[that ]]by using the Services, you may be exposed to Content

[[that]] by using the Services,	you	may	be exposed	to Content
<b>Circ. Adj</b>	<b>S</b>	<b>F</b>	<b>P</b>	<b>C</b>
	<b>M</b>	<b>R</b>		

60. that might be offensive, harmful, inaccurate or otherwise inappropriate,

that	might	be	offensive, harmful, inaccurate or otherwise inappropriate
<b>S</b>	<b>F</b>	<b>P</b>	<b>Circ. Adj</b>
<b>M</b>	<b>R</b>		

61. or in some cases, postings [[that]] have been mislabeled

or in some cases	postings [[that]]	have	been mislabeled
<b>Conj. Adj</b>	<b>S</b>	<b>F</b>	<b>P</b>
	<b>M</b>	<b>R</b>	

62. or are otherwise deceptive.

or	are	otherwise deceptive
<b>Conj. Adj</b>	<b>F</b>	<b>P</b>
	<b>M</b>	<b>R</b>

63. Under no circumstances will Twitter be liable in any way for any Content,

Under no circumstances	will	Twitter	be liable	in any way for any Content
<b>Circ. Adj</b>	<b>F</b>	<b>S</b>	<b>P</b>	<b>Circ. Adj</b>
	<b>M</b>	<b>R</b>		

64. [[including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as]] a result of the use of any Content posted,

[[including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as]] a result of the use of any Content			posted	
<b>S</b>	<b>F</b>	<b>P</b>		
<b>M</b>				<b>R</b>

65. emailed,

Emailed	
<b>F</b>	<b>P</b>
<b>M</b>	<b>R</b>

66. transmitted

transmitted	
<b>F</b>	<b>P</b>
<b>M</b>	<b>R</b>

67. or otherwise made available via the Services or broadcast elsewhere.

Or otherwise	made available	via the Services or broadcast elsewhere.
<b>Conj. Adj</b>	<b>F</b>	<b>P</b>
	<b>M</b>	<b>R</b>

68. You retain your rights to any Content [[you submit, post or display on or through the Services]].

You	retain	your right	to any Content [[you submit, post or display on or through the Services]].
<b>S</b>	<b>F</b>	<b>P</b>	<b>Circ. Adj</b>
<b>M</b>	<b>R</b>		

69. 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)

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)
<b>Circ. Adj</b>	<b>S</b>	<b>F</b>	<b>P</b>	<b>C</b>
	<b>M</b>			<b>C</b>
	<b>R</b>			

70. to use,

to use
<b>P</b>
<b>R</b>

71. copy,

Copy	
<b>F</b>	<b>P</b>
<b>M</b>	<b>R</b>

72. reproduce,

reproduce	
<b>F</b>	<b>P</b>
<b>M</b>	<b>R</b>

73. process,

Process	
F	P
M	R

74. adapt,

Adapt	
F	P
M	R

75. modify,

modify	
<b>F</b>	<b>P</b>
<b>M</b>	<b>R</b>

76. publish,

publish	
F	P
M	R

77. transmit,

transmit	
<b>F</b>	<b>P</b>
<b>M</b>	<b>R</b>

78. display

display	
<b>F</b>	<b>P</b>
<b>M</b>	<b>R</b>

79. and distribute such Content in any and all media or distribution methods (now known or later developed).

And	distribute	such Content in any and all media or distribution methods (now known or later developed)		
Conj. Adj	F	P	C	
	M	R		

80. Tip; This license is you [[authorizing us to make your Tweets available to the rest of the world]]

Tip	This license	is	you [[authorizing us to make your Tweets available to the rest of the world]]	
<b>Left un-analyzed</b>	<b>S</b>	<b>F</b>	<b>P</b>	<b>C</b>
	<b>M</b>	<b>R</b>		

81. and to let others do the same.

And	to let	others [[do the same]]
<b>Conj. Adj</b>	<b>P</b>	<b>C</b>
<b>R</b>		

82. You agree

You	Agree	
<b>S</b>	<b>F</b>	<b>P</b>
<b>M</b>	<b>R</b>	

83. that this license includes the right for Twitter to provide,

That	this license	includes	the right	for Twitter to provide
<b>Conj. Adj</b>	<b>S</b>	<b>F</b>	<b>P</b>	<b>C</b>
	<b>M</b>	<b>R</b>		

84. promote,

Promote	
<b>F</b>	<b>P</b>
<b>M</b>	<b>R</b>

85. and improve the Services

And	improve	the Services
<b>Conj. Adj</b>	<b>F</b>	<b>P</b>
	<b>M</b>	<b>R</b>

86. and to make Content submitted to or through the Services available to other companies, organizations or individuals who partner with Twitter for the syndication, broadcast, distribution

or publication of such Content on other media and services, subject to our terms and conditions for such Content use.

And	to make	Content	submitted to or through the Services available to other companies, organizations or individuals who partner with Twitter for the syndication, broadcast, distribution or publication of such Content on other media and services, subject to our terms and conditions for such Content use
<b>Conj. Adj</b>	<b>P</b>	<b>C</b>	<b>Circ. Adj</b>
<b>R</b>			

87. Tip Twitter has an evolving set of rules [[for how ecosystem partners can interact with your Content]].

Tip	Twitter	has	an evolving set of <u>rules</u> [[for how ecosystem partners can interact with your Content]]	
<b>Left un-Analyzed</b>	<b>S</b>	<b>F</b>	<b>P</b>	<b>C</b>
	<b>M</b>	<b>R</b>		

88. These rules exist to enable an open ecosystem with your rights in mind.

These rules	exist to enable		an open ecosystem	with your rights in mind with your rights in mind
<b>S</b>	<b>F</b>	<b>P</b>	<b>C</b>	<b>Circ. Adj</b>
<b>M</b>	<b>R</b>			

89. But what's yours is yours –

But	what's yours	is	yours	
Conj. Adj	S	F	P	C
	M			
	R			

90. you own your Content

You	Own	your content	
S	F	P	C
M	R		

91. (and your photos are part of that Content).

And	your photos	are		part of that Content
Conj. Adj	S	F	P	C
	M			
	R			

92. Such additional uses by Twitter, or other companies, organizations or individuals [[who partner with Twitter]], may be made with no compensation paid to you with respect to the Content

Such additional uses by Twitter, or other companies, organizations or individuals [[who partner with Twitter]]	may	be made	with no compensation paid to you with respect to the Content
<b>S</b>	<b>F</b>	<b>P</b>	<b>Circ. Adj</b>
<b>M</b>	<b>R</b>		

93. that you submit,



That	You	submit	
<b>Conj. Adj</b>	<b>S</b>	<b>F</b>	<b>P</b>
	<b>M</b>		
	<b>R</b>		

94. post,

Post	
<b>F</b>	<b>P</b>
<b>M</b>	<b>R</b>

95. transmit

Transmit	
<b>F</b>	<b>P</b>
<b>M</b>	<b>R</b>

96. or otherwise make available through the Services.

or otherwise	make available	through the Services	
<b>Conj. Adj</b>	<b>F</b>	<b>P</b>	<b>C</b>
	<b>M</b>		
	<b>R</b>		

97. We may modify

We	may	modify
<b>S</b>	<b>F</b>	<b>P</b>
<b>M</b>	<b>R</b>	

98. or adapt your Content

Or	Adapt	Your content	
<b>Conj. Adj</b>	<b>F</b>	<b>P</b>	<b>C</b>
	<b>M</b>		
	<b>R</b>		

99. in order to transmit,

In order to	transmit	
<b>Conj. Adj</b>	<b>F</b>	<b>P</b>
	<b>M</b>	
	<b>R</b>	

100. display

Display	
<b>F</b>	<b>P</b>
<b>M</b>	<b>R</b>

101. or distribute it over computer networks and in various media

Or	distribute	it	over computer networks and in various media	
<b>Conj. Adj</b>	<b>F</b>	<b>P</b>	<b>C</b>	<b>Circ. Adj</b>
	<b>M</b>			
	<b>R</b>			

102. and/or make changes to your Content

And/or	make changes		to your Content
<b>Conj. Adj</b>	<b>F</b>	<b>P</b>	<b>Circ. Adj</b>
	<b>M</b>	<b>R</b>	

103. as are necessary to conform

As	are necessary		to conform
<b>Conj. Adj</b>	<b>F</b>	<b>P</b>	<b>Circ. Adj</b>
	<b>M</b>	<b>R</b>	

104. and adapt that Content to any requirements or limitations of any networks, devices, services or media.

And	adapt	that content to any requirements or limitations of any networks, devices, services or media.	
<b>Conj. Adj</b>	<b>F</b>	<b>P</b>	<b>C</b>
	<b>M</b>	<b>R</b>	

105. You are responsible for your use of the Services, for any Content [[you provide]], and for any consequences thereof, including the use of your Content by other users and our third party partners.

You	are responsible		for your use of the Services, for any Content [[you provide]], and for any consequences thereof, including the use of your Content by other users and our third party partners.
<b>S</b>	<b>F</b>	<b>P</b>	<b>Circ. Adj</b>
<b>M</b>	<b>R</b>		

106. You understand

You	Understand	
<b>S</b>	<b>F</b>	<b>P</b>
<b>M</b>	<b>R</b>	

107. that your Content may be syndicated,

That	your Content	may	be syndicated
<b>Conj. Adj</b>	<b>S</b>	<b>F</b>	<b>P</b>
	<b>M</b>	<b>R</b>	

108. broadcast,

broadcast	
<b>F</b>	<b>P</b>
<b>M</b>	<b>R</b>

109. distributed,

distributed	
<b>F</b>	<b>P</b>
<b>M</b>	<b>R</b>

110. or published by our partners

Or	Published		by our partners
<b>Conj. Adj</b>	<b>F</b>	<b>P</b>	<b>C</b>
	<b>M</b>	<b>R</b>	

111. and if you do not have the right to submit Content for such use,

And if	You	do not	have	the right	to submit Content for such use,
<b>Conj. Adj</b>	<b>S</b>	<b>F</b>	<b>P</b>	<b>C</b>	<b>Circ. Adj</b>
	<b>M</b>	<b>R</b>			

112. it may subject you to liability.

It	may	you	to liability
<b>S</b>	<b>F</b>	<b>P</b>	<b>Circ. Adj</b>
<b>M</b>	<b>R</b>		

113. Twitter will not be responsible or liable for any use of your Content by Twitter in accordance with these Terms.

Twitter	will not	be responsible or liable	for any use of your Content	by Twitter	in accordance with these Terms
<b>S</b>	<b>F</b>	<b>P</b>	<b>Circ. Adj</b>	<b>C</b>	<b>Circ. Adj</b>
<b>M</b>	<b>R</b>				

114. You represent

You	Represent	
<b>S</b>	<b>F</b>	<b>P</b>
<b>M</b>	<b>R</b>	

115. and warrant

and	Warrant	
<b>Conj. Adj</b>	<b>F</b>	<b>P</b>
	<b>M</b>	<b>R</b>

116. that you have all the rights, power and authority necessary to grant the rights granted herein to any Content

that	You	Have	all the rights, power and authority necessary to grant the rights granted herein to any Content		
<b>Conj. Adj</b>	<b>S</b>	<b>F</b>	<b>P</b>	<b>C</b>	
	<b>M</b>	<b>R</b>			

117. that you submit.

that	You	Submit
<b>Conj. Adj</b>	<b>S</b>	<b>F</b> <b>P</b>
	<b>M</b>	
	<b>R</b>	

118. Twitter gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software

Twitter	gives	you	a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software
<b>S</b>	<b>F</b>	<b>P</b>	<b>C</b> <b>C</b>
<b>M</b>	<b>R</b>		

119. that is provided to you by Twitter as part of the Services.

That	is	provided	to you	by Twitter as part of the Services.
<b>S</b>	<b>F</b>	<b>P</b>	<b>C</b>	<b>C</b>
<b>M</b>	<b>R</b>			

120. This license is for 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]].

This license	is	for 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 Term]].
<b>S</b>	<b>F</b>	<b>P</b> <b>C</b>
<b>M</b>	<b>R</b>	

121. All right, title, and interest in and to the Services (excluding Content provided by users) are

All right, title, and interest in and to the Services (excluding Content provided by users)	are
<b>S</b>	<b>F</b> <b>P</b>
<b>M</b>	<b>R</b>

122. and will remain the exclusive property of Twitter and its licensors.

And	will	Remain	the exclusive property of Twitter and its licensors.
<b>Conj. Adj</b>	<b>F</b>	<b>P</b>	<b>C</b>
	<b>M</b>		
	<b>R</b>		

123. The Services are protected by copyright, trademark, and other laws of both the United States and foreign countries.

The Services	are	protected	by copyright, trademark, and other laws of both the United States and foreign countries
<b>S</b>	<b>F</b>	<b>P</b>	<b>C</b>
<b>M</b>	<b>R</b>		

124. 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]].

Nothing in the Terms	gives	a right [[to use the Twitter name or any of the Twitter trademarks, logos, domain names, and other distinctive brand features]]
<b>S</b>	<b>F</b>	<b>P</b> <b>C</b>
<b>M</b>	<b>R</b>	

125. Any feedback, comments, or suggestions you may provide regarding Twitter,

Any feedback, comments, or suggestions	You	may	provide	regarding Twitter
C	S	F	P	C
R	M			

126. or the Services is entirely voluntary

or	The service	is	entirely	Voluntary
Conj. adj	S	F	MA	P
	M			
R				

127. and we will be free to use such feedback, comments or suggestions

and	we	will	be free to use	such feedback, comments or suggestions
Conj. adj	S	F	P	C
	M		R	

128. as we see fit and without any obligation to you.

as	we	See		fit and without any obligation to you
Conj. adj	S	F	P	Circ. Adj
	M		R	

129. Please review the
- Twitter Rules
- [(which are part of these Terms) to better understand what is prohibited on the Service]].

Please review		the <u>Twitter Rules</u> [(which are part of these Terms) to better understand what is prohibited on the Service]].
F	P	C
M	R	

130. We reserve the right at all times[[ to remove or refuse to distribute any Content on the Services to suspend or terminate users, and to reclaim usernames]] without liability to you.

We	reserve	the right	at all times[[ to remove or refuse to distribute any Content on the Services to suspend or terminate users, and to reclaim usernames]] without liability to you.	
<b>S</b>	<b>F</b>	<b>P</b>	<b>C</b>	<b>Circ. Adj</b>
<b>M</b>	<b>R</b>			

131. (but will not have an obligation)

But	will not	have	an obligation
Conj. Adj	F	P	C
	M		
R			

132. We also reserve the right to access, read, preserve, and disclose any information

We	also reserve	the right	the right to access, read, preserve, and disclose any information	
<b>S</b>	<b>F</b>	<b>P</b>	<b>C</b>	<b>C</b>
<b>M</b>	<b>R</b>			

133. as we reasonably believe is necessary to satisfy any applicable law, regulation, legal process or governmental request,

as	We	Reasonably believe	is	necessary to satisfy	any applicable law, regulation, legal process or governmental request,
<b>Conj. Adj</b>	<b>S</b>	<b>MA</b>	<b>F</b>	<b>P</b>	<b>C</b>
	<b>M</b>	<b>R</b>			

134. enforce the Terms, [[including investigation of potential violations hereof]],

enforce	the Terms, [[including investigation of potential violations hereof]],	
<b>F</b>	<b>P</b>	<b>C</b>
<b>M</b>	<b>R</b>	

135. detect,

detect
<b>F</b> <b>P</b>
<b>M</b> <b>R</b>

136. prevent, or otherwise address fraud, security or technical issues,

prevent	or otherwise address fraud, security or technical issues	
<b>F</b>	<b>P</b>	<b>C</b>
<b>M</b>	<b>R</b>	

137. respond to user support requests,

respond	to user support requests	
<b>F</b>	<b>P</b>	<b>Circ. Adj</b>
<b>M</b>	<b>R</b>	

138. or protect the rights, property or safety of Twitter, its users and the public.

or	protect		the rights, property or safety of Twitter, its users and the public
Conj. Adj	F	P	C
	M	R	

139. Tip Twitter does not disclose personally identifying information to third parties except in accordance with our Privacy Policy.

Tip	twitter	do not	disclose	disclose personally identifying information to third parties except in accordance with our <u>Privacy Policy</u>
<b>Left un-Analyzed</b>	<b>S</b>	<b>F</b>	<b>P</b>	<b>C</b>
	<b>M</b>	<b>R</b>		

140. Except as permitted through the Services, these Terms, or the terms provided on [dev.twitter.com](https://dev.twitter.com),

Except as	permitted	through the Services, these Terms, or the terms provided on <a href="https://dev.twitter.com">dev.twitter.com</a> ,	
<b>Conj. Adj</b>	<b>F</b>	<b>P</b>	<b>Circ. Adj</b>
	<b>M</b>	<b>R</b>	

141. you have to use the [Twitter API](#)

You	have to use	the <a href="#">Twitter API</a>	
<b>S</b>	<b>F</b>	<b>P</b>	<b>C</b>
<b>M</b>	<b>R</b>		

142. if you want to reproduce,

If	You	Want to reproduce	
<b>Conj. Adj</b>	<b>S</b>	<b>F</b>	<b>P</b>
	<b>M</b>	<b>R</b>	

143. modify,

Modify	
<b>F</b>	<b>P</b>
<b>M</b>	<b>R</b>

144. create derivative works,

Create	derivative works	
<b>F</b>	<b>P</b>	<b>C</b>
<b>M</b>	<b>R</b>	

145. distribute,

Distribute	
<b>F</b>	<b>P</b>
<b>M</b>	<b>R</b>

146. sell,

Sell	
<b>F</b>	<b>P</b>
<b>M</b>	<b>R</b>

147. transfer,

Transfer	
<b>F</b>	<b>P</b>
<b>M</b>	<b>R</b>

148. publicly display,

Publicly	display	
<b>Circ. Adj</b>	<b>F</b>	<b>P</b>
	<b>M</b>	<b>R</b>

149. publicly perform,

Publicly	Perform	
<b>Circ. Adj</b>	<b>F</b>	<b>P</b>
	<b>M</b>	
	<b>R</b>	

150. transmit,

Transmit	
<b>F</b>	<b>P</b>
<b>M</b>	<b>R</b>

151. or otherwise use the Content or Services.

or otherwise	use		the Content or Services
Conj. Adj	F	P	C
	M	R	

152. Tip We encourage

Tip	We	encourage	
<b>Left un-Analyzed</b>	<b>S</b>	<b>F</b>	<b>P</b>
	<b>M</b>	<b>R</b>	

153. and permit broad re-use of Content.

and	Permit		broad re-use of Content
Conj. Adj	F	P	C
	M	R	

154. The Twitter API exists to enable this.

The Twitter API	exists to enable		this
<b>S</b>	<b>F</b>	<b>P</b>	<b>C</b>
<b>M</b>	<b>R</b>		

155. You may not do any of the following while accessing or using the Services:

You	may not	Do	any of the following	while accessing or using the Services:
<b>S</b>	<b>F</b>	<b>P</b>	<b>C</b>	<b>Circ. Adj</b>
<b>M</b>	<b>R</b>			

156. access,

access	
<b>F</b>	<b>P</b>
<b>M</b>	<b>R</b>

157. tamper with,

tamper with	
<b>F</b>	<b>P</b>
<b>M</b>	<b>R</b>



158. or use non-public areas of the Services, Twitter's computer systems, or the technical delivery systems of Twitter's providers;

or	Use	non-public areas of the Services, Twitter's computer systems, or the technical delivery systems of Twitter's providers	
<b>Conj. Adj</b>	<b>F</b>	<b>P</b>	<b>C</b>
	<b>M</b>	<b>R</b>	

159. probe,

probe
<b>F</b> <b>P</b>
<b>M</b> <b>R</b>

160. scan,

scan
<b>F</b> <b>P</b>
<b>M</b> <b>R</b>

161. or test the vulnerability of any system or network or breach or circumvent any security or authentication measures;

or	test	the vulnerability of any system or network or breach or circumvent any security or authentication measures	
<b>Conj. Adj</b>	<b>F</b>	<b>P</b>	<b>C</b>
	<b>M</b>	<b>R</b>	

162. access

access
<b>F</b> <b>P</b>
<b>M</b> <b>R</b>

163. or search

or	Search	
<b>Conj. Adj</b>	<b>F</b>	<b>P</b>
	<b>M</b>	<b>R</b>

164. or attempt to access

or	attempt to access	
<b>Conj. Adj</b>	<b>F</b>	<b>P</b>
	<b>M</b>	<b>R</b>

165. or search the Services by any means (automated or otherwise) other than through our currently available,

or	search	the Services by any means (automated or otherwise) other than through our currently available	
<b>Conj. Adj</b>	<b>F</b>	<b>P</b>	<b>C</b>
	<b>M</b>	<b>R</b>	

166. published interfaces [[that]] are provided by Twitter [[(and only pursuant to those terms and conditions)]]],

published interfaces [[that]]	are	provided	by Twitter [[(and only pursuant to those terms and conditions)]]]
<b>S</b>	<b>F</b>	<b>P</b>	<b>C</b>
<b>M</b>	<b>R</b>		

167. unless you have been specifically allowed to do so in a separate agreement with Twitter

unless	You	have	been specifically allowed	to do so in a separate agreement with Twitter
<b>Conj. Adj</b>	<b>S</b>	<b>F</b>	<b>P</b>	<b>Circ. Adj</b>
	<b>M</b>	<b>R</b>		

168. (NOTE: crawling the Services is permissible if done in accordance with the provisions of the robots.txt file,

NOTE	crawling the Services	is	permissible if done in accordance with the provisions of the robots.txt file,	
<b>Left un-Analyzed</b>	<b>S</b>	<b>F</b>	<b>P</b>	<b>C</b>
	<b>M</b>	<b>R</b>		

169. however, scraping the Services without the prior consent of Twitter is expressly prohibited);

however	scraping the Services without the prior consent of Twitter	is	expressly	prohibited
<b>Conj. Adj</b>	<b>S</b>	<b>F</b>	<b>Circ. Adj</b>	<b>P</b>
	<b>M</b>	<b>R</b>		

170. 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;

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			
<b>F</b>	<b>P</b>			
<b>M</b>	<b>R</b>			

171. or interfere with,

or	interfere with	
<b>Conj. Adj</b>	<b>F</b>	<b>P</b>
	<b>M</b>	
<b>R</b>		

172. or disrupt,

or	distrupt	
<b>Conj. Adj</b>	<b>F</b>	<b>P</b>
	<b>M</b>	
<b>R</b>		

173. 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.

or	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	
Conj. Adj	F	P	C
	M	R	

174. Twitter respects the intellectual property rights of others

Twitter	respects	the intellectual property rights of others	
<b>S</b>	<b>F</b>	<b>P</b>	<b>C</b>
<b>M</b>	<b>R</b>		

175. and expects users of the Services to do the same.

and	expects		users of the Services to do the same
Conj. Adj	F	P	C
	M	R	

176. We will respond to notices of alleged copyright infringement

We	will	respond	to notices of alleged copyright infringement
<b>S</b>	<b>F</b>	<b>P</b>	<b>Circ. Adj</b>
<b>M</b>	<b>R</b>		

177. that comply with applicable law

that	comply		with applicable law
Conj. Adj	F	P	Circ. Adj
	M	R	

178. and are properly provided to us.

and	are	properly	provide	us
Conj. Adj	F	Circ. Adj	P	C
	M	R		

179. If you believe

if	You	believe	
<b>Conj. Adj</b>	<b>S</b>	<b>F</b>	<b>P</b>
	<b>M</b>		
	<b>R</b>		

180. that your Content has been copied in a way

that	You content	has	been copied	in a way
<b>Conj. Adj</b>	<b>S</b>	<b>F</b>	<b>P</b>	<b>Circ. Adj</b>
	<b>M</b>			
	<b>R</b>			

181. that constitutes copyright infringement,

that	constitutes	copyright infringement	
<b>Conj. Adj</b>	<b>F</b>	<b>P</b>	<b>C</b>
	<b>M</b>		
	<b>R</b>		

182. please provide us with the following information:

Please provide	us	with the following information	
<b>F</b>	<b>P</b>	<b>C</b>	<b>Circ. Adj</b>
<b>M</b>	<b>R</b>		

183. a physical or electronic signature of the copyright owner or a person authorized to act on their behalf;

a physical or electronic signature of the copyright owner or a person	authorized	to act on their behalf	
<b>S</b>	<b>F</b>	<b>P</b>	<b>Circ. Adj</b>
<b>M</b>	<b>R</b>		

184. identification of the copyrighted work claimed to have been infringed;

identification of the copyrighted work	claimed	to have been infringed	
<b>S</b>	<b>F</b>	<b>P</b>	<b>C</b>
<b>M</b>	<b>R</b>		

185. identification of the material [[that]] is claimed to be infringing or to be the subject of infringing activity

identification of the material [[that]]	is	claimed	to be infringing or to be the subject of infringing activity
<b>S</b>	<b>F</b>	<b>P</b>	<b>C</b>
<b>M</b>	<b>R</b>		

186. and that is to be removed or access to

and	that	is	to be removed or access to
<b>Conj. Adj</b>	<b>S</b>	<b>F</b>	<b>P</b>
	<b>M</b>		
	<b>R</b>		

187. which is to be disabled,

which	is	to be disabled
<b>S</b>	<b>F</b>	<b>P</b>
<b>M</b>	<b>R</b>	

188. and information reasonably sufficient

and	information	reasonably	sufficient
<b>Conj. Adj</b>	<b>S</b>	<b>MA</b>	<b>F</b>
	<b>M</b>		<b>P</b>
	<b>R</b>		

189. to permit us

to permit	us
<b>P</b>	<b>C</b>
<b>R</b>	

190. to locate the material;

to locate	material
<b>P</b>	<b>C</b>
<b>R</b>	

191. a statement by you [[that]] you have a good faith belief

a statement by you [[that]]	You	have	a good faith belief
<b>Conj. Adj</b>	<b>S</b>	<b>F</b>	<b>P</b>
	<b>M</b>		
	<b>R</b>		

192. that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;

that use of the material in the manner complained of	is not	authorized	by the copyright owner
<b>S</b>	<b>F</b>	<b>P</b>	<b>C</b>
<b>M</b>	<b>R</b>		

193. and a statement that the information in the notification is accurate, [[and, under penalty of perjury, that you are authorized to act on behalf of the copyright owner]].

And	a statement that the information in the notification	is	accurate, [[and, under penalty of perjury, that you are authorized to act on behalf of the copyright owner]].
<b>Conj. Adj</b>		<b>F</b>	<b>P</b>
	<b>M</b>		<b>C</b>
	<b>R</b>		

194. We reserve the right to remove Content alleged to be infringing without prior notice, at our sole discretion, and without liability to you.

We	reserve	the right to remove Content alleged to be infringing without prior notice, at our sole discretion, and without liability to you
<b>S</b>	<b>F</b>	<b>P</b>
<b>M</b>	<b>R</b>	

195. In appropriate circumstances, Twitter will also terminate a user's account

In appropriate circumstances	Twitter	will	also terminate	a user's account
<b>Circ. Adj</b>	<b>S</b>	<b>F</b>	<b>P</b>	<b>C</b>
<b>M</b>		<b>R</b>		

196. if the user is determined to be a repeat infringer.

if	The User	is	determined	to be a repeat infringer
<b>Conj. Adj</b>	<b>S</b>	<b>F</b>	<b>P</b>	<b>Circ. Adj</b>
<b>M</b>		<b>R</b>		

197. Our designated copyright agent for notice of alleged copyright infringement appearing on the Services is: *Twitter, Inc. Attn: Copyright Agent. 1355 Market Street, Suite 900. San Francisco, CA 94103. Reports: <https://support.twitter.com/forms/dmca>. Email: [copyright@twitter.com](mailto:copyright@twitter.com)*

CA 94103. Reports: <a href="https://support.twitter.com/forms/dmca">https://support.twitter.com/forms/dmca</a> . Email: <a href="mailto:copyright@twitter.com">copyright@twitter.com</a>			
Our designated copyright agent for notice of alleged copyright infringement appearing on the Services	is		Twitter, Inc. Attn: Copyright Agent. 1355 Market Street, Suite 900. San Francisco, CA 94103. Reports: <a href="https://support.twitter.com/forms/dmca">https://support.twitter.com/forms/dmca</a> . Email: <a href="mailto:copyright@twitter.com">copyright@twitter.com</a>
S	F	P	C
M		R	

198. The Terms will continue to apply until terminated by either you or Twitter as follows.

The Terms	Will	continue to apply	until terminated	by either you or Twitter as follows
<b>S</b>	<b>F</b>	<b>P</b>	<b>Circ. Adj</b>	<b>C</b>
<b>M</b>		<b>R</b>		

199. You may end your legal agreement with Twitter at any time for any reason by deactivating your accounts and discontinuing your use of the Services.

You	may	End	your legal agreement with Twitter	at any time for any reason by <u>deactivating</u> your accounts and discontinuing your use of the Services
<b>S</b>	<b>F</b>	<b>P</b>	<b>C</b>	<b>Circ. Adj</b>
<b>M</b>		<b>R</b>		

200. You do not need to specifically inform Twitter

You	do not	need to specifically inform	Twitter
<b>S</b>	<b>F</b>	<b>P</b>	<b>C</b>
<b>M</b>		<b>R</b>	

201. when you stop using the Services.

when	you	stop using		the Services
Conj. Adj	S	F	P	C
	M		R	

202. If you stop using the Services without deactivating your accounts,

when	you	stop using	the Services	without deactivating your accounts
<b>Conj. Adj</b>	<b>S</b>	<b>F</b>	<b>P</b>	<b>C</b>
	<b>M</b>			
			<b>R</b>	

203. your accounts may be deactivated

Your account	may	be deactivated
<b>S</b>	<b>F</b>	<b>P</b>
<b>M</b>		<b>R</b>

204. due to prolonged inactivity under our Inactive Account Policy.

due to	prolonged	inactivity under our <u>Inactive Account Policy</u>
<b>Conj. Adj</b>	<b>F</b>	<b>P</b>
	<b>M</b>	
		<b>R</b>

205. We may suspend

We	may	suspend
<b>S</b>	<b>F</b>	<b>P</b>
<b>M</b>		<b>R</b>

206. or terminate your accounts

or	terminate	your accounts
<b>Conj. Adj</b>	<b>F</b>	<b>P</b>
	<b>M</b>	
		<b>R</b>

207. or cease providing you with all or part of the Services at any time for any reason,

or	cease providing	You	with all or part of the Services at any time for any reason
<b>Conj. Adj</b>	<b>F</b>	<b>P</b>	<b>C</b>
	<b>M</b>		
			<b>R</b>

208. including, but not limited to, if we reasonably believe:

including, but not limited to	if	we	reasonably believe
<b>Circ. Adj</b>	<b>Conj. Adj</b>	<b>S</b>	<b>F</b>
		<b>M</b>	<b>P</b>
			<b>R</b>

209. you have violated these Terms or the Twitter Rules,

You	have	violated	these Terms or the <u>Twitter Rules</u>
<b>S</b>	<b>F</b>	<b>P</b>	<b>C</b>
<b>M</b>		<b>R</b>	

210. you create risk or possible legal exposure for us;

you	create	risk or possible legal exposure	for us
<b>S</b>	<b>F</b>	<b>P</b>	<b>C</b>
<b>M</b>		<b>R</b>	<b>Circ. Adj</b>

211. or our provision of the Services to you is no longer commercially viable.

or	our provision of the Services to you	is	no longer commercially viable
<b>Conj. Adj</b>	<b>S</b>	<b>F P</b>	<b>Circ. Adj</b>
	<b>M</b>		
	<b>R</b>		

212. We will make reasonable efforts

We	Will	make	reasonable efforts
<b>S</b>	<b>F</b>	<b>P</b>	<b>C</b>
<b>M</b>		<b>R</b>	

213. to notify you by the email address associated with your account

to notify	You	by the email address associated	with your account
<b>P</b>	<b>C</b>	<b>C</b>	<b>Circ. Adj</b>
<b>R</b>			

214. or the next time you attempt to access your account.

or the next time	You	attempt to access	your account
<b>Conj. Adj</b>	<b>S</b>	<b>F</b>	<b>P</b>
	<b>M</b>		
	<b>R</b>		

215. 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: 4, 5, 7, 8, 10, 11, and 12]].

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: 4, 5, 7, 8, 10, 11, and 12]].
<b>Circ. Adj</b>	<b>S</b>	<b>F</b>	<b>P</b>	<b>Circ. Adj</b>
	<b>M</b>			
	<b>R</b>			

216. Nothing in this section shall affect Twitter's rights

Nothing in this section	shall	affect	Twitter's rights
<b>S</b>	<b>F</b>	<b>P</b>	<b>C</b>
<b>M</b>		<b>R</b>	

217. to change,

to change
<b>P</b>
<b>R</b>

218. limit

limit
<b>F P</b>
<b>M R</b>

219. or stop the provision of the Services without prior notice,



or	stop		the provision of the Services without prior notice
Conj. Adj	F	P	C
	M		
	R		

220. as provided above in section 1.

as provided above in section 1.			
as	provided		above in section 1
Conj. Adj	F	P	Circ. Adj
	M		
R			

221. Please read this section carefully

Please read		this section	Carefully
<b>F</b>	<b>P</b>	<b>C</b>	<b>Circ. Adj</b>
<b>M</b>	<b>R</b>		

222. since it limits the liability of Twitter and its parents, subsidiaries, affiliates, related companies, officers, directors, employees, agents, representatives, partners, and licensors (collectively, the “Twitter Entities”).

since	it	limits		the liability of Twitter and its parents, subsidiaries, affiliates, related companies, officers, directors, employees, agents, representatives, partners, and licensors (collectively, the “Twitter Entities”)
Circ. Adj	S	F	P	Circ. Adj
	M	R		

223. Each of the subsections below only applies up to the maximum extent permitted under applicable law.

Each of the subsections below	Only	applies up to	the maximum extent permitted under applicable law	
<b>S</b>	<b>MA</b>	<b>F</b>	<b>P</b>	<b>Circ. Adj</b>
<b>M</b>	<b>R</b>			

224. Some jurisdictions do not allow the disclaimer of implied warranties or the limitation of liability in contracts,

Some jurisdictions	do not	allow	the disclaimer of implied warranties or the limitation of liability in contracts
<b>S</b>	<b>F</b>	<b>P</b>	<b>C</b>
<b>M</b>		<b>R</b>	

225. and as a result the contents of this section may not apply to you.

And	as a result the contents of this section	may not	apply	to you
Circ. Adj	S	F	P	Circ. Adj
	M			
R				

226. Nothing in this section is intended to limit any rights

Nothing in this section	is	intended to limit	any rights
<b>S</b>	<b>F</b>	<b>P</b>	<b>C</b>
<b>M</b>	<b>R</b>		

227. you may have

You	may	have
<b>S</b>	<b>F</b>	<b>P</b>
<b>M</b>	<b>R</b>	

228. which may not be lawfully limited.

which	may not	be	lawfully limited
<b>Conj. Adj</b>	<b>F</b>	<b>P</b>	<b>C</b>
	<b>M</b>	<b>R</b>	

229. Your access to and use of the Services or any Content are at your own risk.

Your access to and use of the Services or any Content	are	at your own risk	
<b>S</b>	<b>F</b>	<b>P</b>	<b>C</b>
<b>M</b>	<b>R</b>		

230. You understand

You	understand	
<b>S</b>	<b>F</b>	<b>P</b>
<b>M</b>	<b>R</b>	

231. and agree

And	agree	
<b>Conj. Adj</b>	<b>F</b>	<b>P</b>
	<b>M</b>	<b>R</b>

232. that the Services are provided to you on an "AS IS" and "AS AVAILABLE" basis.

That	the Services	are	provide	to you	on an "AS IS" and "AS AVAILABLE" basis
<b>Circ. Adj</b>	<b>S</b>	<b>F</b>	<b>P</b>	<b>Circ. Adj</b>	<b>Circ. Adj</b>
	<b>M</b>	<b>R</b>			

233. Without limiting the foregoing, to the maximum extent permitted under applicable law,

Without limiting the foregoing, to the maximum	permitted		under applicable law
<b>Circ. Adj</b>	<b>F</b>	<b>P</b>	<b>Circ. Adj</b>
	<b>M</b>	<b>R</b>	

234. The twitter entities disclaim all warranties and conditions,

The twitter entities	disclaim		all warranties and conditions
<b>S</b>	<b>F</b>	<b>P</b>	<b>C</b>
<b>M</b>	<b>R</b>		

235. Whether express

Whether	express	
<b>Conj. Adj</b>	<b>F</b>	<b>P</b>
	<b>M</b>	
<b>R</b>		

236. Or implied, of merchantability, fitness for a particular purpose, or non-infringement.

Or	implied		of merchantability, fitness for a particular purpose, or non-infringement
Conj. Adj	F	P	C
	M		
R			

237. The Twitter Entities make no warranty

The Twitter Entities	make	no warranty	
<b>S</b>	<b>F</b>	<b>P</b>	<b>C</b>
<b>M</b>	<b>R</b>		

238. and disclaim all responsibility and liability for: the completeness, accuracy, availability, timeliness, security or reliability of the Services or any Content; 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; the deletion of, or the failure to store or to transmit, any Content and other communications maintained by the Services;

And	disclaim	all responsibility and liability	for: the completeness, accuracy, availability, timeliness, security or reliability of the Services or any Content; 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; the deletion of, or the failure to store or to transmit, any Content and other communications maintained by the Services	
<b>Conj. Adj</b>	<b>F</b>	<b>P</b>	<b>C</b>	
	<b>M</b>	<b>R</b>		

239. and whether the Services will meet your requirements

and whether	the Services	will	meet	your requirements
<b>Circ. Adj</b>	<b>S</b>	<b>F</b>	<b>P</b>	<b>C</b>
	<b>M</b>	<b>R</b>		

240. or be available on an uninterrupted, secure, or error-free basis.

or	be available	on an uninterrupted, secure, or error-free basis		
<b>Conj. Adj</b>	<b>F</b>	<b>P</b>	<b>Circ. Adj</b>	
	<b>M</b>	<b>R</b>		

241. No advice or information, whether oral or written, obtained from the Twitter Entities or through the Services,

No advice or information, whether oral or written	obtained	from the Twitter Entities or through the Services,
<b>S</b>	<b>F</b>	<b>P</b>
<b>M</b>	<b>R</b>	<b>C</b>

242. will create any warranty not expressly made herein.

will	create	any warranty not expressly made herein
<b>F</b>	<b>P</b>	<b>C</b>
<b>M</b>	<b>R</b>	

243. The Services may contain links to third-party websites or resources.

The Services	may	contain	links to third-party websites or resources
<b>S</b>	<b>F</b>	<b>P</b>	<b>C</b>
<b>M</b>	<b>R</b>		

244. You acknowledge

You	acknowledge
<b>S</b>	<b>F</b>
<b>M</b>	<b>R</b>

245. and agree

and	agree
<b>Conj. Adj</b>	<b>F</b>
	<b>P</b>
	<b>M</b>
	<b>R</b>

246. that the Twitter Entities are not responsible or liable for: the availability or accuracy of such websites or resources; or the content, products, or services on or available from such websites or resources.

that	the Twitter Entities	are not responsible or liable	for: the availability or accuracy of such websites or resources; or the content, products, or services on or available from such websites or resources.
<b>Conj. Adj</b>	<b>S</b>	<b>F</b>	<b>P</b>
	<b>M</b>	<b>R</b>	<b>C</b>

247. Links to such websites or resources do not imply any endorsement by the Twitter Entities of such websites or resources or the content, products, or services available from such websites or resources.

Links to such websites or resources	do not	imply	any endorsement by the Twitter Entities of such websites or resources or the content, products, or services available	from such websites or resources
<b>S</b>	<b>F</b>	<b>P</b>	<b>C</b>	<b>Circ. Adj</b>
<b>M</b>	<b>R</b>			

248. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

You	acknowledge	sole responsibility	for and assume all risk arising from your use of any such websites or resources
<b>S</b>	<b>F</b>	<b>P</b>	<b>C</b>
<b>M</b>	<b>R</b>		<b>Circ. Adj</b>

249. To the maximum extent permitted by applicable law,

To the maximum extent	permitted	by applicable law
<b>Circ. Adj</b>	<b>F</b>	<b>P</b>
	<b>M</b>	<b>R</b>

250. 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, good-will, or other intangible losses, Resulting from your access to or use of or inability to access or use the services; 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;

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, good-will, or other intangible losses, Resulting from your access to or use of or inability to access or use the services; 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
<b>S</b>	<b>F</b>	<b>P</b>	<b>Circ. Adj</b>
<b>M</b>		<b>R</b>	

251. Any content obtained from the services; or unauthorized access, use or alteration of your transmissions or content.

Any content	obtained	from the services; or unauthorized access, use or alteration of your transmissions or content
<b>S</b>	<b>F</b>	<b>P</b>
<b>M</b>		<b>R</b>

252. In no event shall the aggregate liability of the twitter entities exceed the greater of one hundred u.s. dollars (u.s. \$100.00)

In no event	Shall	the aggregate liability of the twitter entities exceed the greater of one hundred u.s. dollars (u.s. \$100.00)
<b>S</b>	<b>F</b>	<b>P</b>
<b>M</b>		<b>R</b>

253. Or the amount you paid twitter,

or	the amount	You	paid	Twitter
<b>Conj. Adj</b>	<b>C</b>	<b>S</b>	<b>F</b>	<b>P</b>
		<b>M</b>		<b>R</b>

254. If any, in the past six months for the services giving rise to the claim.

if	any, in the past six months for the services	giving	rise	to the claim
<b>Conj. Adj</b>	<b>S</b>	<b>F P</b>	<b>C</b>	<b>Circ. Adj</b>
	<b>M</b>			
	<b>R</b>			

255. The limitations of this subsection shall apply to any theory of liability, Whether based on warranty, contract, statute, tort (including negligence)

The limitations of this subsection	shall	apply	to any theory of liability, Whether based on warranty, contract, statute, tort (including negligence)
<b>S</b>	<b>F</b>	<b>P</b>	<b>C</b>
<b>M</b>		<b>R</b>	

256. Or otherwise, And whether or not the twitter entities have been informed of the possibility of any such damage,

Or otherwise, And whether or not	the twitter entities	have	been informed	of the possibility of any such damage,
<b>Conj. Adj</b>	<b>S</b>	<b>F</b>	<b>P</b>	<b>Circ. Adj</b>
	<b>M</b>			
	<b>R</b>			

257. And even if a remedy set forth herein is found to have failed of its essential purpose.

And even if	a remedy set forth herein	is	found	to have failed of its essential purpose.
<b>Conj. Adj</b>	<b>S</b>	<b>F</b>	<b>P</b>	<b>Circ. Adj</b>
	<b>M</b>			
	<b>R</b>			

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

The failure of Twitter to enforce any right or provision of these Terms	will not	be deemed	a waiver of such right or provision
<b>S</b>	<b>F</b>	<b>P</b>	<b>C</b>
<b>M</b>		<b>R</b>	

259. In the event that any provision of these Terms is held to be invalid or unenforceable,

In the event that any provision of these Terms	is	held	to be invalid or unenforceable
<b>S</b>	<b>F</b>	<b>P</b>	<b>Circ. Adj</b>
<b>M</b>		<b>R</b>	

260. then that provision will be limited

then	that provision	will	be limited
<b>Conj. Adj</b>	<b>S</b>	<b>F</b>	<b>P</b>
	<b>M</b>		
	<b>R</b>		

261. or eliminated to the minimum extent necessary,

or	eliminated	to the minimum extent necessary
<b>Conj. Adj</b>	<b>F P</b>	<b>Circ. Adj</b>
	<b>M</b>	
	<b>R</b>	

262. and the remaining provisions of these Terms will remain in full force and effect.

And	the remaining provisions of these Terms	will	remain	in full force and effect
<b>Conj. Adj</b>	<b>S</b>	<b>F</b>	<b>P</b>	<b>Circ. Adj</b>
	<b>M</b>			
	<b>R</b>			

263. These Terms and any action related thereto will be governed by the laws of the State of California without regard to or application of its conflict of law provisions or your state or country of residence.

These Terms and any action related thereto	will	be governed	by the laws of the State of California without regard to or application of its conflict of law provisions or your state or country of residence.
<b>S</b>	<b>F</b>	<b>P</b>	<b>C</b>
<b>M</b>		<b>R</b>	

264. All claims, legal proceedings or litigation arising in connection with the Services will be brought solely in the federal or state courts located in San Francisco County, California, United States,

All claims, legal proceedings or litigation arising in connection with the Services	will	be brought	solely in the federal or state courts located in San Francisco County, California, United States,
<b>S</b>	<b>F</b>	<b>P</b>	<b>Circ. Adj</b>
<b>M</b>		<b>R</b>	

265. and you consent to the jurisdiction of and venue in such courts and waive any objection as to inconvenient forum.

And	You	consent	to the jurisdiction of and venue in such courts and waive any objection as to inconvenient forum.
<b>Conj. Adj</b>	<b>S</b>	<b>F</b>	<b>P</b>
	<b>M</b>		<b>Circ. Adj</b>
		<b>R</b>	

266. 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,

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
<b>Conj. Adj</b>	<b>S</b>	<b>F</b>	<b>P</b>
	<b>M</b>		<b>C</b>
		<b>R</b>	

267. then those clauses do not apply to you.

then	those clauses	do not	apply	to you
<b>Conj. Adj</b>	<b>S</b>	<b>F</b>	<b>P</b>	<b>Circ. Adj</b>
	<b>M</b>			
	<b>R</b>			

268. 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)

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)
<b>Circ. Adj</b>	<b>S</b>	<b>F</b>	<b>P</b>	<b>C</b>
	<b>M</b>			
		<b>R</b>		

269. 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).

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)
<b>Conj. Adj</b>	<b>S</b>	<b>F</b>	<b>P</b>
	<b>M</b>		
		<b>R</b>	

270. the Twitter Rules and our Privacy Policy are the entire and exclusive agreement between Twitter and you regarding the Services

the <u>Twitter Rules</u> and our <u>Privacy Policy</u>	are	the entire and exclusive agreement	between Twitter and you regarding the Services
<b>S</b>	<b>F</b>	<b>P</b>	<b>C</b>
<b>M</b>		<b>R</b>	

271. (excluding any services for which you have a separate agreement with Twitter

excluding any services for which	You	have	a separate agreement	with Twitter
<b>Circ. Adj</b>	<b>S</b>	<b>F</b>	<b>P</b>	<b>Circ. Adj</b>
	<b>M</b>			
		<b>R</b>		

272. that is explicitly in addition or in place of these Terms),

that	is	explicitly in addition or in place of these Terms
<b>S</b>	<b>F</b>	<b>P</b>
<b>M</b>		<b>R</b>

273. and these Terms supersede

and	These terms	supersede
<b>Conj. Adj</b>	<b>S</b>	<b>F</b>
	<b>M</b>	
		<b>R</b>

274. and replace any prior agreements between Twitter and you regarding the Services

and	replace	any prior agreements between Twitter and you regarding the Services
<b>Conj. Adj</b>	<b>F</b>	<b>P</b>
	<b>M</b>	
		<b>R</b>



275. Other than members of the group of companies of which Twitter, Inc. is the parent,

Other than	members of the group of companies of which Twitter, Inc	is	the parent	
<b>Conj. Adj</b>	<b>S</b>	<b>F</b>	<b>P</b>	<b>C</b>
	<b>M</b>	<b>R</b>		

276. no other person or company will be third party beneficiaries to the Terms.

no other person or company	will	be	third party beneficiaries to the Terms
<b>S</b>	<b>F</b>	<b>P</b>	<b>C</b>
<b>M</b>	<b>R</b>		

277. We may revise these Terms from time to time,

We	may	revise	these Terms	from time to time
<b>S</b>	<b>F</b>	<b>P</b>	<b>C</b>	<b>Circ. Adj</b>
<b>M</b>	<b>R</b>			

278. the most current version will always be at [twitter.com/tos](https://twitter.com/tos).

the most current version	will	always	be	at <a href="https://twitter.com/tos">twitter.com/tos</a>
<b>S</b>	<b>F</b>	<b>MA</b>	<b>P</b>	<b>Circ. Adj</b>
<b>M</b>	<b>R</b>			

279. If the revision, in our sole discretion, is material

if	the revision, in our sole discretion	is	Material	
<b>Conj. Adj</b>		<b>F</b>	<b>P</b>	<b>C</b>
	<b>M</b>	<b>R</b>		

280. we will notify you via an @Twitter update or e-mail to the email associated with your account.

We	will	notify	You	via an @Twitter update or e-mail to the email associated with your account
<b>S</b>	<b>F</b>	<b>P</b>	<b>C</b>	<b>Circ. Adj</b>
<b>M</b>	<b>R</b>			

281. By continuing to access or use the Services after those revisions become effective, you agree to be bound by the revised Terms.

By continuing to access or use the Services after those revisions become effective	You	agree to be bound	by the revised Terms	
<b>Circ. Adj</b>	<b>S</b>	<b>F</b>	<b>P</b>	<b>C</b>
	<b>M</b>	<b>R</b>		

282. These Services are operated

These Services	are	operated
<b>S</b>	<b>F</b>	<b>P</b>
<b>M</b>	<b>R</b>	

283. and provided by Twitter Inc., 1355 Market Street, Suite 900, San Francisco, CA 94103.

and	provided	by Twitter Inc., 1355 Market Street, Suite 900, San Francisco, CA 94103	
<b>Conj. Adj</b>	<b>F</b>	<b>P</b>	<b>C</b>
	<b>M</b>	<b>R</b>	

284. If you have any questions about these Terms,

if	You	have	any questions about these Terms	
<b>Conj. Adj</b>		<b>F</b>	<b>P</b>	<b>C</b>
	<b>M</b>	<b>R</b>		

285. please contact us.

Please contact		us
<b>F</b>	<b>P</b>	<b>C</b>
<b>M</b>	<b>R</b>	

## Appendix 5

### Mood Types and Speech Function of The Text

Clauses	Mood types	Speech function	Realization
1. These Terms of Service ("Terms") govern your access to and use of the services, including our various websites, SMS, APIs, email notifications, applications, buttons, and widgets, (the "Services" or "Twitter"), and any information, text, graphics, photos or other materials uploaded, downloaded or appearing on the Services (collectively referred to as "Content").	Declarative	Statement	Congruent
2. Your access to and use of the Services are conditioned on your acceptance of and compliance with these Terms.	Declarative	Statement	Congruent
3. By accessing or using the Services you agree to be bound by these Terms.	Declarative	Statement	Congruent
4. You are responsible for your use of the Services, for any Content you post to the Services, and for any consequences thereof.	Declarative	Statement	Congruent
5. The Content you submit, post, or display will be able to be viewed by other users of the Services and through third party	Declarative	Statement	Congruent

services and websites			
6. (go to the <u>account settings</u> page	Imperative	Command	Congruent
7. to control who sees your Content).	Imperative	Command	Congruent
8. You should only provide Content	Declarative	Command	Incongruent
9. that you are comfortable sharing with others under these Terms.	Declarative	Statement	Congruent
10. Tip What you say on Twitter may be viewed all around the world instantly.	Declarative	Statement	Congruent
11. You are what you Tweet!	Declarative	Statement	Congruent
12. You may use the Services	Declarative	Statement	Congruent
13. only if you can form a binding contract with Twitter	Declarative	Statement	Congruent
14. and are not a person barred from receiving services under the laws of the United States or other applicable jurisdiction.	Declarative	Statement	Congruent
15. If you are accepting these Terms	Declarative	Statement	Congruent
16. and using the Services on behalf of a company, organization, government, or other legal entity,	Declarative	Statement	Congruent
17. you represent	Declarative	Statement	Congruent
18. and warrant	Declarative	Statement	Congruent
19. that you are authorized to do so.	Declarative	Statement	Congruent
20. You may use the Services only in compliance with these Terms and all applicable local, state, national, and international laws, rules and regulations.	Declarative	Statement	Congruent
21. The Services that Twitter provides are always evolving	Declarative	Statement	Congruent
22. and the form and nature of the Services that Twitter provides may change from time to time without prior notice to you.	Declarative	Statement	Congruent
23. In addition, Twitter may stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to users generally	Declarative	Statement	Congruent
24. and may not be able to provide you with prior notice.	Declarative	Statement	Congruent
25. We also retain the right to create limits on use and storage at our sole discretion at any time without prior notice to you.	Declarative	Statement	Congruent
26. The Services may include advertisements,	Declarative	Statement	Congruent
27. which may be targeted to the Content or information on the Services,	Declarative	Statement	Congruent
28. queries made through the Services, or other information.	Declarative	Statement	Congruent
29. The types and extent of advertising by Twitter on the Services are subject to change.	Declarative	Statement	Congruent

30. In consideration for Twitter granting you access to and use of the Services, you agree	Declarative	Statement	Congruent
31. that Twitter and its third party providers and partners may place such advertising on the Services or in connection with the display of Content or information from the Services			
32. whether submitted by you or others.	Declarative	Statement	Congruent
33. Any information that you provide to Twitter is subject to our <u>Privacy Policy</u> ,	Declarative	Statement	Congruent
34. which governs our collection and use of your information.	Declarative	Statement	Congruent
35. You understand	Declarative	Statement	Congruent
36. 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 and/or other countries for storage, processing and use by Twitter.	Declarative	Statement	Congruent
37. As part of providing you the Services, we may need to provide you with certain communications, such as service announcements and administrative messages.	Declarative	Statement	Congruent
38. These communications are considered part of the Services and your Twitter account,	Declarative	Statement	Congruent
39. which you may not be able to opt-out from receiving.	Declarative	Statement	Congruent
40. Tip You can opt-out of most communications from Twitter including our newsletter, new follower emails, etc.	Declarative	Statement	Congruent
41. Please see the <u>Notifications</u> tab of Settings for more.	Imperative	Command	Congruent
42. You are responsible for safeguarding the password	Declarative	Statement	Congruent
43. that you use to access the Services and for any activities or actions under your password.	Declarative	Statement	Congruent
44. We encourage you	Declarative	Statement	Congruent
45. to use "strong" passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your account.	Declarative	Statement	Congruent
46. Twitter cannot and will not be liable for any loss or damage arising from your failure to comply with the above.	Declarative	Statement	Congruent
47. All Content, whether publicly posted or	Declarative	Statement	Congruent

privately transmitted, is the sole responsibility of the person who originated such Content.			
48.We may not monitor or control the Content posted via the Services	Declarative	Statement	Congruent
49.and, we cannot take responsibility for such Content.	Declarative	Statement	Congruent
50.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	Declarative	Statement	Congruent
51.We do not endorse,	Declarative	Statement	Congruent
52.support,	Declarative	Statement	Congruent
53.represent	Declarative	Statement	Congruent
54.or guarantee the completeness, truthfulness, accuracy, or reliability of any Content	Declarative	Statement	Congruent
55.or communications posted via the Services	Declarative	Statement	Congruent
56.or endorse	Declarative	Statement	Congruent
57.any opinions expressed via the Services.	Declarative	Statement	Congruent
58.You understand	Declarative	Statement	Congruent
59.that by using the Services, you may be exposed to Content	Declarative	Statement	Congruent
60.that might be offensive, harmful, inaccurate or otherwise inappropriate,	Declarative	Statement	Congruent
61.or in some cases, postings that have been mislabeled	Declarative	Statement	Congruent
62.or are otherwise deceptive.	Declarative	Statement	Congruent
63.Under no circumstances will Twitter be liable in any way for any Content,	Declarative	Statement	Congruent
64.including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content posted,	Declarative	Statement	Congruent
65.emailed,	Declarative	Statement	Congruent
66.transmitted	Declarative	Statement	Congruent
67.or otherwise made available via the Services or broadcast elsewhere.	Declarative	Statement	Congruent
68.You retain your rights to any Content [[you submit post or display on or through the Services]].	Declarative	Statement	Congruent
69.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)	Declarative	Statement	Congruent
70.to use,	Declarative	Statement	Congruent
71.copy,	Declarative	Statement	Congruent
72.reproduce,	Declarative	Statement	Congruent

73.process,	Declarative	Statement	Congruent
74.adapt,	Declarative	Statement	Congruent
75.modify,	Declarative	Statement	Congruent
76.publish,	Declarative	Statement	Congruent
77.transmit,	Declarative	Statement	Congruent
78.display	Declarative	Statement	Congruent
79.and distribute such Content in any and all media or distribution methods (now known or later developed).	Declarative	Statement	Congruent
80.Tip This license is you authorizing us to make your Tweets available to the rest of the world	Declarative	Statement	Congruent
81.and to let others do the same.	Declarative	Statement	Congruent
82.You agree	Declarative	Statement	Congruent
83.that this license includes the right for Twitter to provide	Declarative	Statement	Congruent
84.promote,	Declarative	Statement	Congruent
85.and improve the Services	Declarative	Statement	Congruent
86.and to make Content submitted to or through the Services available to other companies, organizations or individuals who partner with Twitter for the syndication, broadcast, distribution or publication of such Content on other media and services, subject to our terms and conditions for such Content use.	Declarative	Statement	Congruent
87.Tip Twitter has an evolving set of <u>rules</u> for how ecosystem partners can interact with your Content.	Declarative	Statement	Congruent
88.These rules exist to enable an open ecosystem with your rights in mind.	Declarative	Statement	Congruent
89.But what's yours is yours –	Declarative	Statement	Congruent
90.you own your Content	Declarative	Statement	Congruent
91.(and your photos are part of that Content).	Declarative	Statement	Congruent
92.Such additional uses by Twitter, or other companies, organizations or individuals who partner with Twitter, may be made with no compensation paid to you with respect to the Content,	Declarative	Statement	Congruent
93.that you submit	Declarative	Statement	Congruent
94.post,	Declarative	Statement	Congruent
95.transmit	Declarative	Statement	Congruent
96.or otherwise make available through the Services.	Declarative	Statement	Congruent
97.We may modify	Declarative	Statement	Congruent
98.or adapt your Content	Declarative	Statement	Congruent
99.in order to transmit,	Declarative	Statement	Congruent
100.display	Declarative	Statement	Congruent
101.or distribute it over computer networks	Declarative	Statement	Congruent

and in various media			
102. and/or make changes to your Content	Declarative	Statement	Congruent
103. as are necessary to conform	Declarative	Statement	Congruent
104. and adapt that Content to any requirements or limitations of any networks, devices, services or media.	Declarative	Statement	Congruent
105. You are responsible for your use of the Services, for any Content [[you provide]], and for any consequences thereof, including the use of your Content by other users and our third party partners.	Declarative	Statement	Congruent
106. You understand	Declarative	Statement	Congruent
107. that your Content may be syndicated,	Declarative	Statement	Congruent
108. broadcast,	Declarative	Statement	Congruent
109. distributed,	Declarative	Statement	Congruent
110. or published by our partners	Declarative	Statement	Congruent
111. and if you do not have the right to submit Content for such use,	Declarative	Statement	Congruent
112. it may subject you to liability.	Declarative	Statement	Congruent
113. Twitter will not be responsible or liable for any use of your Content by Twitter in accordance with these Terms.	Declarative	Statement	Congruent
114. You represent	Declarative	Statement	Congruent
115. and warrant	Declarative	Statement	Congruent
116. that you have all the rights, power and authority necessary to grant the rights granted herein to any Content	Declarative	Statement	Congruent
117. that you submit.			
118. Twitter gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software	Declarative	Statement	Congruent
119. that is provided to you by Twitter as part of the Services.	Declarative	Statement	Congruent
120. This license is for 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	Declarative	Statement	Congruent
121. All right, title, and interest in and to the Services (excluding Content provided by users) are	Declarative	Statement	Congruent
122. and will remain the exclusive property of Twitter and its licensors.	Declarative	Statement	Congruent
123. The Services are protected by copyright, trademark, and other laws of both the United States and foreign countries.	Declarative	Statement	Congruent
124. Nothing in the Terms gives you a right to use the Twitter name or any of the	Declarative	Statement	Congruent

Twitter trademarks, logos, domain names, and other distinctive brand features.			
125. Any feedback, comments, or suggestions you may provide regarding Twitter,	Declarative	Statement	Congruent
126. or the Services is entirely voluntary			
127. and we will be free to use such feedback, comments or suggestions	Declarative	Statement	Congruent
128. as we see fit and without any obligation to you.	Declarative	Statement	Congruent
129. Please review the <u>Twitter Rules</u> [[(which are part of these Terms)] to better understand [[what is prohibited on the Service]].	Imperative	Command	Congruent
130. We reserve the right at all times to remove or refuse to distribute any Content on the Services, to suspend or terminate users, and to reclaim usernames without liability to you.	Declarative	Statement	Congruent
131. (but will not have an obligation)	Declarative	Statement	Congruent
132. We also reserve the right to access, read, preserve, and disclose any information	Declarative	Statement	Congruent
133. as we reasonably believe is necessary to satisfy any applicable law, regulation, legal process or governmental request,	Declarative	Statement	Congruent
134. enforce the Terms, including investigation of potential violations hereof,	Declarative	Statement	Congruent
135. detect,	Declarative	Statement	Congruent
136. prevent, or otherwise address fraud, security or technical issues,	Declarative	Statement	Congruent
137. respond to user support requests,	Declarative	Statement	Congruent
138. or protect the rights, property or safety of Twitter, its users and the public.	Declarative	Statement	Congruent
139. Tip Twitter does not disclose personally identifying information to third parties except in accordance with our <u>Privacy Policy</u> .	Declarative	Statement	Congruent
140. Except as permitted through the Services, these Terms, or the terms provided on <u>dev.twitter.com</u> ,	Declarative	Statement	Congruent
141. you have to use the <u>Twitter API</u>	Declarative	Command	Incongruent
142. if you want to reproduce,	Declarative	Statement	Congruent
143. modify,	Declarative	Statement	Congruent
144. create derivative works,	Declarative	Statement	Congruent
145. distribute,	Declarative	Statement	Congruent
146. sell,	Declarative	Statement	Congruent
147. transfer,	Declarative	Statement	Congruent



148. publicly display,	Declarative	Statement	Congruent
149. publicly perform,	Declarative	Statement	Congruent
150. transmit,	Declarative	Statement	Congruent
151. or otherwise use the Content or Services.	Declarative	Statement	Congruent
152. Tip We encourage	Declarative	Statement	Congruent
153. and permit broad re-use of Content.	Declarative	Statement	Congruent
154. The Twitter API exists to enable this.	Declarative	Statement	Congruent
155. You may not do any of the following while accessing or using the Services:	Declarative	Statement	Congruent
156. access,	Declarative	Statement	Congruent
157. tamper with,	Declarative	Statement	Congruent
158. or use non-public areas of the Services, Twitter's computer systems, or the technical delivery systems of Twitter's providers;	Declarative	Statement	Congruent
159. probe,	Declarative	Statement	Congruent
160. scan,	Declarative	Statement	Congruent
161. or test the vulnerability of any system or network or breach or circumvent any security or authentication measures;	Declarative	Statement	Congruent
162. access	Declarative	Statement	Congruent
163. or search	Declarative	Statement	Congruent
164. or attempt to access	Declarative	Statement	Congruent
165. or search the Services by any means (automated or otherwise) other than through our currently available,	Declarative	Statement	Congruent
166. published interfaces that are provided by Twitter (and only pursuant to those terms and conditions),	Declarative	Statement	Congruent
167. unless you have been specifically allowed to do so in a separate agreement with Twitter	Declarative	Statement	Congruent
168. (NOTE: crawling the Services is permissible if done in accordance with the provisions of the robots.txt file,	Declarative	Statement	Congruent
169. however, scraping the Services without the prior consent of Twitter is expressly prohibited);	Declarative	Statement	Congruent
170. 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;	Declarative	Statement	Congruent
171. or interfere with,	Declarative	Statement	Congruent
172. or disrupt,	Declarative	Statement	Congruent
173. (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	Declarative	Statement	Congruent

Services, or by scripting the creation of Content in such a manner as to interfere with or create an undue burden on the Services.			
174. Twitter respects the intellectual property rights of others	Declarative	Statement	Congruent
175. and expects users of the Services to do the same.	Declarative	Statement	Congruent
176. We will respond to notices of alleged copyright infringement	Declarative	Statement	Congruent
177. that comply with applicable law	Declarative	Statement	Congruent
178. and are properly provided to us.	Declarative	Statement	Congruent
179. If you believe	Declarative	Statement	Congruent
180. that your Content has been copied in a way	Declarative	Statement	Congruent
181. that constitutes copyright infringement,	Declarative	Statement	Congruent
182. please provide us with the following information:	Imperative	Command	Congruent
183. a physical or electronic signature of the copyright owner or a person authorized to act on their behalf;	Declarative	Statement	Congruent
184. identification of the copyrighted work claimed to have been infringed;	Declarative	Statement	Congruent
185. identification of the material [[that]] is claimed to be infringing or to be the subject of infringing activity	Declarative	Statement	Congruent
186. and that is to be removed or access to	Declarative	Statement	Congruent
187. which is to be disabled,	Declarative	Statement	Congruent
188. and information reasonably sufficient	Declarative	Statement	Congruent
189. to permit us	Declarative	Statement	Congruent
190. to locate the material;	Declarative	Statement	Congruent
191. a statement by you that you have a good faith belief	Declarative	Statement	Congruent
192. that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;	Declarative	Statement	Congruent
193. and a statement that the information in the notification is accurate, and, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.	Declarative	Statement	Congruent
194. We reserve the right to remove Content alleged to be infringing without prior notice, at our sole discretion, and without liability to you.	Declarative	Statement	Congruent
195. In appropriate circumstances, Twitter will also terminate a user's account	Declarative	Statement	Congruent
196. if the user is determined to be a repeat infringer.	Declarative	Statement	Congruent
197. Our designated copyright agent for	Declarative	Statement	Congruent

notice of alleged copyright infringement appearing on the Services is: <i>Twitter, Inc. Attn: Copyright Agent, 1355 Market Street, Suite 900, San Francisco, CA 94103,</i> Reports: <a href="https://support.twitter.com/forms/dmca">https://support.twitter.com/forms/dmca</a> Email: <a href="mailto:copyright@twitter.com">copyright@twitter.com</a>			
198. The Terms will continue to apply until terminated by either you or Twitter as follows.	Declarative	Statement	Congruent
199. You may end your legal agreement with Twitter at any time for any reason by <u>deactivating</u> your accounts and discontinuing your use of the Services.	Declarative	Statement	Congruent
200. You do not need to specifically inform Twitter	Declarative	Statement	Congruent
201. when you stop using the Services.	Declarative	Statement	Congruent
202. If you stop using the Services without deactivating your accounts,	Declarative	Statement	Congruent
203. your accounts may be deactivated	Declarative	Statement	Congruent
204. due to prolonged inactivity under our <u>Inactive Account Policy</u> .	Declarative	Statement	Congruent
205. We may suspend	Declarative	Statement	Congruent
206. or terminate your accounts	Declarative	Statement	Congruent
207. or cease providing you with all or part of the Services at any time for any reason,	Declarative	Statement	Congruent
208. including, but not limited to, if we reasonably believe:	Declarative	Statement	Congruent
209. you have violated these Terms or the <u>Twitter Rules</u> ,	Declarative	Statement	Congruent
210. you create risk or possible legal exposure for us;	Declarative	Statement	Congruent
211. or our provision of the Services to you is no longer commercially viable.	Declarative	Statement	Congruent
212. We will make reasonable efforts	Declarative	Statement	Congruent
213. to notify you by the email address associated with your account	Declarative	Statement	Congruent
214. or the next time you attempt to access your account.	Declarative	Statement	Congruent
215. 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: 4, 5, 7, 8, 10, 11, and 12.	Declarative	Statement	Congruent
216. Nothing in this section shall affect Twitter's rights	Declarative	Statement	Congruent
217. to change,	Declarative	Statement	Congruent
218. limit	Declarative	Statement	Congruent
219. or stop the provision of the Services	Declarative	Statement	Congruent

without prior notice,			
220. as provided above in section 1.	Declarative	Statement	Congruent
221. Please read this section carefully	Imperative	Command	Congruent
222. since it limits the liability of Twitter and its parents, subsidiaries, affiliates, related companies, officers, directors, employees, agents, representatives, partners, and licensors (collectively, the "Twitter Entities").	Declarative	Statement	Congruent
223. Each of the subsections below only applies up to the maximum extent permitted under applicable law.	Declarative	Statement	Congruent
224. Some jurisdictions do not allow the disclaimer of implied warranties or the limitation of liability in contracts,	Declarative	Statement	Congruent
225. and as a result the contents of this section may not apply to you.	Declarative	Statement	Congruent
226. Nothing in this section is intended to limit any rights	Declarative	Statement	Congruent
227. you may have	Declarative	Statement	Congruent
228. which may not be lawfully limited.	Declarative	Statement	Congruent
229. Your access to and use of the Services or any Content are at your own risk.	Declarative	Statement	Congruent
230. You understand	Declarative	Statement	Congruent
231. and agree	Declarative	Statement	Congruent
232. that the Services are provided to you on an "AS IS" and "AS AVAILABLE" basis.	Declarative	Statement	Congruent
233. Without limiting the foregoing, to the maximum extent permitted under applicable law,	Declarative	Statement	Congruent
234. The twitter entities disclaim all warranties and conditions,	Declarative	Statement	Congruent
235. Whether express	Declarative	Statement	Congruent
236. Or implied, of merchantability, fitness for a particular purpose, or non-infringement.	Declarative	Statement	Congruent
237. The Twitter Entities make no warranty	Declarative	Statement	Congruent
238. and disclaim all responsibility and liability for: the completeness, accuracy, availability, timeliness, security or reliability of the Services or any Content; 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; the deletion of, or the failure to store or to transmit, any Content and other communications maintained by the Services;	Declarative	Statement	Congruent
239. and whether the Services will meet	Declarative	Statement	Congruent

your requirements			
240. or be available on an uninterrupted, secure, or error-free basis.	Declarative	Statement	Congruent
241. No advice or information, whether oral or written, obtained from the Twitter Entities or through the Services,	Declarative	Statement	Congruent
242. will create any warranty not expressly made herein.	Declarative	Statement	Congruent
243. The Services may contain links to third-party websites or resources.	Declarative	Statement	Congruent
244. You acknowledge	Declarative	Statement	Congruent
245. and agree	Declarative	Statement	Congruent
246. that the Twitter Entities are not responsible or liable for: the availability or accuracy of such websites or resources; or the content, products, or services on or available from such websites or resources.	Declarative	Statement	Congruent
247. Links to such websites or resources do not imply any endorsement by the Twitter Entities of such websites or resources or the content, products, or services available from such websites or resources.	Declarative	Statement	Congruent
248. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.	Declarative	Statement	Congruent
249. To the maximum extent permitted by applicable law,	Declarative	Statement	Congruent
250. 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, good-will, or other intangible losses, Resulting from your access to or use of or inability to access or use the services; 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;	Declarative	Statement	Congruent
251. Any content obtained from the services; or unauthorized access, use or alteration of your transmissions or content.	Declarative	Statement	Congruent
252. In no event shall the aggregate liability of the twitter entities exceed the greater of one hundred u.s. dollars (u.s. \$100.00)	Declarative	Statement	Congruent
253. Or the amount you paid twitter,	Declarative	Statement	Congruent
254. If any, in the past six months for the	Declarative	Statement	Congruent

services giving rise to the claim.			
255. The limitations of this subsection shall apply to any theory of liability, Whether based on warranty, contract, statute, tort (including negligence)	Declarative	Statement	Congruent
256. Or otherwise, And whether or not the twitter entities have been informed of the possibility of any such damage,	Declarative	Statement	Congruent
257. And even if a remedy set forth herein is found to have failed of its essential purpose.	Declarative	Statement	Congruent
258. The failure of Twitter to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision.	Declarative	Statement	Congruent
259. In the event that any provision of these Terms is held to be invalid or unenforceable,	Declarative	Statement	Congruent
260. then that provision will be limited	Declarative	Statement	Congruent
261. or eliminated to the minimum extent necessary,	Declarative	Statement	Congruent
262. and the remaining provisions of these Terms will remain in full force and effect.	Declarative	Statement	Congruent
263. These Terms and any action related thereto will be governed by the laws of the State of California without regard to or application of its conflict of law provisions or your state or country of residence.	Declarative	Statement	Congruent
264. All claims, legal proceedings or litigation arising in connection with the Services will be brought solely in the federal or state courts located in San Francisco County, California, United States,	Declarative	Statement	Congruent
265. and you consent to the jurisdiction of and venue in such courts and waive any objection as to inconvenient forum.	Declarative	Statement	Congruent
266. 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,	Declarative	Statement	Congruent
267. then those clauses do not apply to you.	Declarative	Statement	Congruent
268. 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	Declarative	Statement	Congruent

(without reference to conflict of laws)			
269. 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).			
270. the <u>Twitter Rules</u> and our <u>Privacy Policy</u> are the entire and exclusive agreement between Twitter and you regarding the Services	Declarative	Statement	Congruent
271. (excluding any services for which you have a separate agreement with Twitter	Declarative	Statement	Congruent
272. that is explicitly in addition or in place of these Terms),			
273. and these Terms supersede	Declarative	Statement	Congruent
274. and replace any prior agreements between Twitter and you regarding the Services	Declarative	Statement	Congruent
275. Other than members of the group of companies of which Twitter, Inc. is the parent,	Declarative	Statement	Congruent
276. no other person or company will be third party beneficiaries to the Terms.	Declarative	Statement	Congruent
277. We may revise these Terms from time to time,	Declarative	Statement	Congruent
278. the most current version will always be at <u>twitter.com/tos</u> .	Declarative	Statement	Congruent
279. If the revision, in our sole discretion, is material	Declarative	Statement	Congruent
280. we will notify you via an @Twitter update or e-mail to the email associated with your account.	Declarative	Statement	Congruent
281. By continuing to access or use the Services after those revisions become effective, you agree to be bound by the revised Terms.	Declarative	Statement	Congruent
282. These Services are operated	Declarative	Statement	Congruent
283. and provided by Twitter Inc., 1355 Market Street, Suite 900, San Francisco, CA 94103.	Declarative	Statement	Congruent
284. If you have any questions about these Terms,	Declarative	Statement	Congruent
285. please <u>contact us</u> .	Imperative	Command	Congruent