

NOTICE OF FILING

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Registry: NEW SOUTH WALES REGISTRY - FEDERAL COURT OF AUSTRALIA

Registrar

Important Information

This Notice has been inserted as the first page of the document which has been accepted for electronic filing. It is now taken to be part of that document for the purposes of the proceeding in the Court and contains important information for all parties to that proceeding. It must be included in the document served on each of those parties.

The date of the filing of the document is determined pursuant to the Court's Rules.

Form 59
Rule 29.02(1)

Affidavit

No. NSD474 of 2024

Federal Court of Australia
District Registry: New South Wales
Division: General

eSafety Commissioner

Applicant

X Corp.

Respondent

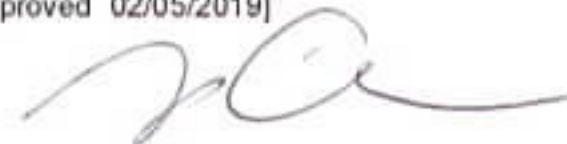
Affidavit of: **Michael Anderson**
Address: 1355 Market Street, Suite 900, San Francisco, California, 94103, USA
Occupation: Software Engineer
Date: 1 May 2024

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Filed on behalf of (name & role of party) X Corp., Respondent
Prepared by (name of person/lawyer) Robert Todd
Law firm (if applicable) Ashurst
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[Version 3 form approved 02/05/2019]



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I Michael Anderson, Director of Engineering affirm:

1. I am a Director of Engineering for Core Services for the Respondent X Corp. ("X") and I am authorised to make this affidavit on the Respondent's behalf.
2. I make this affidavit from my own knowledge save where otherwise stated.

Current role

3. In my role as the Director of Engineering for Core Services, I lead the Core Services Team at X. I report to the Chief Technology Officer of X. I am a senior engineering leader at the Company who oversees the matters discussed in this affidavit.
4. "Core Services" refers to fundamental computer tools and systems that govern how the X platform operates. I am responsible for, among other things, reviewing the technical services and architectural diagrams for the X platform, working on code reviews, and managing the Core Services engineers within my team. I have extensive knowledge, experience and familiarity with the implementation and operation of the X platform at www.x.com, including both the website and the mobile application, specifically how users' data requests are made and pass through X's data centers in the USA, as well as how X's servers show or withhold posts to users. My day-to-day role involves supervision and knowledge of the technical processes described in this affidavit.



Qualifications and previous experience

5. I received a Bachelors in Mathematics from the Massachusetts Institute of Technology (MIT) in 2008.
6. Prior to joining X, in February 2013 I co-founded a start-up called Crowd Supply Inc, a platform challenging Kickstarter and IndieGoGo to provide a better crowd-funding platform for startups seeking funding for innovative products. Prior to that, I was a Software Engineer and Product Lead at Pubget, which was a start-up for purchasing single academic articles online.
7. I have worked at X (formerly "Twitter") since November 2013. From November 2013 until December 2017, I worked as a Senior Software Engineer at X and was responsible for building the infrastructure that X engineers presently use. From December 2017 until October 2020, I managed the User Onboarding Team at X. From October 2020 until July 2023, I occupied the role of Senior Engineering Manager at X. In November 2022, my responsibilities expanded to include leadership of the Core Services Team. In July 2023, I was promoted to Director of Engineering for Core Services at X.

Confidentiality

8. A number of aspects of this affidavit, including the internal processes it uses to analyze Hypertext Transfer Protocol Secure (HTTPS) requests that it receives at its servers in the USA, deal with matters that are not publicly available and are confidential to X. The confidentiality arises from the commercially sensitive nature of the material, which includes confidential details of the way in which X's systems operate and the security measures implemented by X on its platform. X is a regular target of threat actors around the world. Accordingly, the details of X's internal systems are highly sensitive and are required to be kept confidential to avoid threat actors being able to use that information to circumvent X's internal processes. X's internal systems described in this affidavit also have a number of other important functions, including to assist X in enforcing its Terms of Service, and complying with laws governing sanctions, which would be threatened if the information in this affidavit is not kept confidential. Further, access by X's competitors to the confidential details of the way in which X's systems operate, which include highly commercially sensitive proprietary methods implemented by X, would result in significant commercial harm to X, because the information could be used to take unfair commercial advantage over X.
9. Where parts of the body of this affidavit are confidential, I have included that text in a separate document annexed to this affidavit and marked **Confidential Annexure MA-1**.



Highly Confidential Exhibit MA-1 to this affidavit contains highly commercially sensitive data used by X this analysis to determine a user's location. I respectfully request that the Court make orders restricting access to this information to restricting access to Confidential Annexure MA-1 and Highly Confidential Exhibit MA-1.

The X platform

10. The X platform is a public, real-time, open micro-blogging platform, where people can see every side of a topic, discover news, share their perspectives, and engage in conversation. The X platform allows users to create and share ideas and information instantly through various product features, including messages known as posts. Posts may contain text, photos, videos and links.
11. In addition to publishing posts, users can repost (that is, share an existing post), quote post (that is, repost but also add additional comments) and reply (that is, make comments in response to and beneath an existing post, repost or quote post).
12. To use the X platform, a user must agree to the X User Agreement, which comprises the X Terms of Service, Privacy Policy, and X Rules and Policies. A copy of X's current Terms of Service and User Agreement, which are accessible at <https://twitter.com/en/tos>, is annexed to this affidavit and marked **Annexure MA-2**.
13. X Corp. operates the X platform for users who live outside the European Union, the United Kingdom, and the European Free Trade Association States (being Iceland, Liechtenstein, Norway and Switzerland).
14. I am aware based on my role that X is headquartered at 1355 Market Street, Suite 900, San Francisco, California, 94103, United States of America (**USA**).
15. I am aware based on my role that all of X's data centres are located in the USA. Thus, X operates the X platform by operating data centres that are located in the USA.

X withheld in Australia the material listed in the Removal Notice

16. Annexed to this affidavit and marked **Annexure MA-3** is a copy of a Removal Notice sent to X by the eSafety Commissioner dated 16 April 2024 (**Removal Notice**).
17. Also annexed to this affidavit and marked **Annexure MA-4** is a copy of the correspondence that X sent to the eSafety Commissioner dated 16 April 2024, confirming that each of the posts listed in Attachment A of the Removal Notice was withheld in Australia within 24 hours of X's receipt of the Removal Notice (**Removal Confirmation**). As part of my role I have access to the Removal Confirmation.



- 18. As described further in paragraphs 27-28 of **Confidential Annexure MA-1**, in this context, content that is "withheld" means that it is not shown to a device that X considers is located in Australia.
- 19. Accordingly, on and from the time of the Removal Confirmation, X restricted access to those posts to Australian users in accordance with the process set out in paragraphs 31 to 47 of **Confidential Annexure MA-1**.
- 20. Further, pursuant to X's safety controls, which I am familiar with in my role, regardless of a user's location, all of the posts listed in the Removal Notice cannot be viewed by a user if they are either:
 - (a) logged out of an X account; or
 - (b) under 18 years of age.

A copy of X's web page titled "Notices on X and what they mean", which is accessible at <https://help.twitter.com/en/rules-and-policies/notices-on-x>, is annexed to this affidavit and marked **Annexure MA-5**.

- 21. Users under 18 years of age, or who are not logged into an X account, are thus not able to see the posts listed in the Removal Notice, *regardless* of whether they are using a VPN with a US-based IP address.
- 22. For logged in users who are over 18, X frequently places a warning over posts that some users could find offensive, such that the user must affirmatively acknowledge the warning with a click prior to viewing the content. In addition, logged in users who are over 18 can opt-out of viewing sensitive media on X, such as the posts listed in the Removal Notice, by updating their account settings.
- 23. I continue my affidavit in **Confidential Annexure MA-1**.

Affirmed by the deponent
 at San Francisco
 in California, USA
 on 1st May 2024
 Before me:

)
)
)
)
)

 Signature of deponent

Priti Parikh
 Signature of witness PRITI PARIKH, Notary public



California Notary's Jurat Form is attached.

CALIFORNIA JURAT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

COUNTY OF San Francisco)

Subscribed and sworn to (or affirmed) before me on this 1st day of May, 2024
Date Month Year

by Michael Anderson

Name of Signers

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature: Priti Parikh
Signature of Notary Public



Seal
Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent attachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Affidavit

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Affidavit

No. NSD474 of 2024

Federal Court of Australia
District Registry: New South Wales
Division: General

eSafety Commissioner

Applicant

X Corp.

Respondent

Affidavit of: **Michael Anderson**
Address: 1355 Market Street, Suite 900, San Francisco, California, 94103, USA
Occupation: Software Engineer
Date: 1 May 2024

CONFIDENTIAL ANNEXURE MA-1

This is the Confidential Annexure marked "**MA-1**" annexed to the affidavit of Michael Anderson affirmed on 1 May 2024.

Filed on behalf of (name & role of party)	X Corp., Respondent		
Prepared by (name of person/lawyer)	Robert Todd		
Law firm (if applicable)	Ashurst		
Tel	(02) 9258 6000	Fax	(02) 9258 6888
Email	Robert.todd@ashurst.com / imogen.loxton@ashurst.com		
Address for service (include state and postcode)	Level 9, 5 Martin Place Sydney NSW 2000		

Affidavit

No. NSD474 of 2024

Federal Court of Australia
District Registry: New South Wales
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X Corp.

Respondent

Affidavit of: **Michael Anderson**
Address: 1355 Market Street, Suite 900, San Francisco, California, 94103, USA
Occupation: Software Engineer
Date: 1 May 2024

ANNEXURE MA-2

This is the Annexure marked "**MA-2**" annexed to the affidavit of Michael Anderson affirmed on 1 May 2024.

Filed on behalf of (name & role of party)	X Corp., Respondent		
Prepared by (name of person/lawyer)	Robert Todd		
Law firm (if applicable)	Ashurst		
Tel	(02) 9258 6000	Fax	(02) 9258 6888
Email	Robert.todd@ashurst.com / imogen.loxton@ashurst.com		
Address for service (include state and postcode)	Level 9, 5 Martin Place Sydney NSW 2000		

X Terms of Service

Summary of our Terms

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

- **You will see advertising on the platform:** In exchange for accessing the Services, X and our third-party providers and partners may display advertising to you.
- **When posting Content and otherwise using the Services, you must comply with this User Agreement and Applicable Law:** You are responsible for your use of the Services and your Content. You must comply with this User Agreement, its incorporated policies, and all applicable laws.
- **You must abide by the Services’ acceptable use terms:** You may not access the Services in any way other than through the currently available, published interfaces that we provide. For example, this means that you cannot scrape the Services, try to work around any technical limitations we impose, or otherwise attempt to disrupt the operation of the Services.
- **We have broad enforcement rights:** X reserves the right to take enforcement actions against you if you do violate these terms, such as, for example, removing your Content, limiting visibility, discontinuing your access to X, or taking legal action. We may also suspend or terminate your account for other reasons, such as prolonged inactivity, risk of legal exposure, or commercial inviability.
- **There are Intellectual Property Licenses in these Terms:** You retain ownership and rights to any of your Content you post or share, and you provide us with a broad, royalty-free license to make your Content available to the rest of the world and to let others do the same. Conversely, we provide you a license to use the software we provide as part of the Services, such as the X mobile application, solely for the purpose of enabling you to use and enjoy the benefit of the Services.
- **Your use of the Services is at your own risk:** We provide the Services on an “AS IS” and “AS AVAILABLE” basis, and we disclaim all warranties, responsibility, and

liability to you or others to the extent permitted by law. You may be exposed to offensive or harmful content posted by other users. The Services may change from time to time, and we may limit or terminate availability of the Services or particular features to you or other users at any time.

- **You have remedies and redress mechanisms, but our liability is limited:** You have a right to terminate this agreement at any time by deactivating your account and discontinuing use of the Services. Note that we will not be liable for certain types of damages as described in the agreement, and in any event, our aggregate liability shall not exceed the greater of \$100 USD or the amount you paid us, if any, in the past six months for the Services giving rise to the claim. Further, if you believe that your Content has been copied in a way that constitutes copyright infringement, the reporting process is detailed in these Terms.

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

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

If you live in the European Union, EFTA States, or the United Kingdom, the X User Agreement comprises these [Terms of Service](#), our [Privacy Policy](#), [our Rules and Policies](#), and all incorporated policies.

X Terms of Service

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

These Terms of Service (“Terms”) govern your access to and use of our services, including our various websites, SMS, APIs, email notifications, applications, buttons, widgets, ads,

commerce services, and our [other covered services](#) (<https://help.x.com/rules-and-policies/x-services-and-corporate-affiliates>) that link to these Terms (collectively, the “Services”), and any information, text, links, graphics, photos, audio, videos, or other materials or arrangements of materials uploaded, downloaded or appearing on the Services (collectively referred to as “Content”). By using the Services you agree to be bound by these Terms.

These Terms are an agreement between you and X Corp., which provides X and the Services, 1355 Market Street, Suite 900, San Francisco, CA 94103 U.S.A. The words “we,” “us,” and “our” mean X Corp.

1. Who May Use the Services

You may use the Services only if you agree to form a binding contract with us and are not a person barred from receiving services under the laws of the applicable jurisdiction. In any case, you must be at least 13 years old to use the Services. If you are accepting these Terms and using the Services on behalf of a company, organization, government, or other legal entity, you represent and warrant that you are authorized to do so and have the authority to bind such entity to these Terms, in which case the words “you” and “your” as used in these Terms shall refer to such entity.

2. Privacy

Our [Privacy Policy](#) (<https://www.x.com/privacy>) describes how we handle the information you provide to us when you use the Services. You understand that through your use of the Services you consent to the collection and use (as set forth in the Privacy Policy) of this information, including the transfer of this information to the United States, Ireland, and/or other countries for storage, processing and use by us and our affiliates.

3. Content on the Services

You are responsible for your use of the Services and for any Content you provide, including compliance with applicable laws, rules, and regulations. You should only provide Content that

you are comfortable sharing with others.

Any use or reliance on any Content or materials posted via the Services or obtained by you through the Services is at your own risk. We do not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any Content or communications posted via the Services or endorse any opinions expressed via the Services. You understand that by using the Services, you may be exposed to Content that might be offensive, harmful, inaccurate or otherwise inappropriate, or in some cases, postings that have been mislabeled or are otherwise deceptive. All Content is the sole responsibility of the person who originated such Content. We may not monitor or control the Content posted via the Services and, we cannot take responsibility for such Content.

We reserve the right to remove Content that violates the User Agreement, including for example, copyright or trademark violations or other intellectual property misappropriation, impersonation, unlawful conduct, or harassment. Information regarding specific policies and the process for reporting or appealing violations can be found in our Help Center (<https://help.x.com/rules-and-policies/x-report-violation#specific-violations> and <https://help.x.com/managing-your-account/suspended-x-accounts>).

If you believe that your Content has been copied in a way that constitutes copyright infringement, please report this by visiting our Copyright reporting form (<https://help.x.com/forms/dmca>) or contacting our designated copyright agent at:

X Corp.
Attn: Copyright Agent
1355 Market Street, Suite 900
San Francisco, CA 94103
Reports: <https://help.x.com/forms/dmca>
Email: copyright@x.com

Your Rights and Grant of Rights in the Content

You retain your rights to any Content you submit, post or display on or through the Services. What's yours is yours — you own your Content (and your incorporated audio, photos and videos are considered part of the Content).

By submitting, posting or displaying Content on or through the Services, you grant us a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute such Content in

any and all media or distribution methods now known or later developed (for clarity, these rights include, for example, curating, transforming, and translating). This license authorizes us to make your Content available to the rest of the world and to let others do the same. You agree that this license includes the right for us to provide, promote, and improve the Services and to make Content submitted to or through the Services available to other companies, organizations or individuals for the syndication, broadcast, distribution, repost, promotion or publication of such Content on other media and services, subject to our terms and conditions for such Content use. Such additional uses by us, or other companies, organizations or individuals, is made with no compensation paid to you with respect to the Content that you submit, post, transmit or otherwise make available through the Services as the use of the Services by you is hereby agreed as being sufficient compensation for the Content and grant of rights herein.

We have an evolving set of rules for how ecosystem partners can interact with your Content on the Services. These rules exist to enable an open ecosystem with your rights in mind. You understand that we may modify or adapt your Content as it is distributed, syndicated, published, or broadcast by us and our partners and/or make changes to your Content in order to adapt the Content to different media.

You represent and warrant that you have, or have obtained, all rights, licenses, consents, permissions, power and/or authority necessary to grant the rights granted herein for any Content that you submit, post or display on or through the Services. You agree that such Content will not contain material subject to copyright or other proprietary rights, unless you have necessary permission or are otherwise legally entitled to post the material and to grant us the license described above.

4. Using the Services

Please review [our Rules and Policies](#), which are part of the User Agreement and outline conduct that is prohibited on the Services. You may use the Services only in compliance with these Terms and all applicable laws, rules and regulations. X takes enforcement actions when Content or user behavior is in violation of [our Rules and Policies](#) or in relation to sensitive media. You can review X's enforcement options and how you can appeal our enforcement decision [here](#).

The Services evolve constantly. As such, the Services may change from time to time, at our discretion. We may stop (permanently or temporarily) providing the Services or any features within the Services to you or to users generally. We also retain the right to create limits on use

and storage at our sole discretion at any time. We may also remove or refuse to distribute any Content on the Services, limit distribution or visibility of any Content on the service, suspend or terminate users, and reclaim usernames without liability to you.

In consideration for our granting you access to and use of the Services, you agree that we and our third-party providers and partners may place advertising on the Services or in connection with the display of Content or information from the Services whether submitted by you or others. We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce the Terms, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of X, its users and the public. We do not disclose personally-identifying information to third parties except in accordance with our [Privacy Policy](#).

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

If you use paid features of the Services, you agree to the applicable [Terms for Paid Services](#) (<https://legal.x.com/purchaser-terms.html>).

If you use developer features of the Services, including but not limited to [X for Websites](#) (<https://developer.x.com/docs/twitter-for-websites>), [X Cards](#) (<https://developer.x.com/docs/twitter-for-websites/cards/overview/abouts-cards>), [Public API](#) (<https://developer.x.com/docs>), or [Sign in with X](#) (<https://developer.x.com/docs/authentication/guides/log-in-with-twitter>), you agree to our [Developer Agreement](#) (<https://developer.x.com/developer-terms/agreement>) and [Developer Policy](#) (<https://developer.x.com/developer-terms/policy>). If you want to reproduce, modify, create derivative works, distribute, sell, transfer, publicly display, publicly perform, transmit, or otherwise use the Services or Content on the Services, you must use the interfaces and instructions we provide, except as permitted through the Services, these Terms, or the terms provided on <https://developer.x.com/developer-terms>. Otherwise, all such actions are strictly prohibited. If you are a security researcher, you are required to comply with the rules of our [Vulnerability Reporting Program](#) (<https://hackerone.com/x>). The requirements set out in the preceding paragraph may not apply to those participating in our Vulnerability Reporting Program.

If you use advertising features of the Services, you agree to our [Master Services Agreement \(https://ads.x.com/terms\)](https://ads.x.com/terms).

Your Account

You may need to create an account to use the Services. You are responsible for safeguarding your account, so use a strong password and limit its use to this account. We cannot and will not be liable for any loss or damage arising from your failure to comply with the above.

You can control most communications from the Services. We may need to provide you with certain communications, such as service announcements and administrative messages. These communications are considered part of the Services and your account, and you may not be able to opt-out from receiving them. If you added your phone number to your account and you later change or deactivate that phone number, you must update your account information to help prevent us from communicating with anyone who acquires your old number.

Your License to Use the Services

We give you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to you as part of the Services. This license has the sole purpose of enabling you to use and enjoy the benefit of the Services as provided on X, in the manner permitted by these Terms.

The Services are protected by copyright, trademark, and other laws of both the United States and other countries. Nothing in the Terms gives you a right to use the X name or any of the X trademarks, logos, domain names, other distinctive brand features, and other proprietary rights. All right, title, and interest in and to the Services (excluding Content provided by users) are and will remain our and our licensors' exclusive property. Any feedback, comments, or suggestions you may provide regarding X, or the Services is entirely voluntary and we will be free to use such feedback, comments or suggestions as we see fit and without any obligation to you.

Misuse of the Services

You also agree not to misuse the Services, for example, by interfering with them or accessing them using a method other than the interface and the instructions that we provide. You agree that you will not work around any technical limitations in the software provided to you as part of the Services, or reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits. You may not do any of the following while accessing or using the Services: (i) access, tamper with, or use non-public areas of the Services, our computer systems, or the technical delivery systems of our providers; (ii) probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures; (iii) access or search or attempt to access or search the Services by any means (automated or otherwise) other than through our currently available, published interfaces that are provided by us (and only pursuant to the applicable terms and conditions), unless you have been specifically allowed to do so in a separate agreement with us (NOTE: crawling or scraping the Services in any form, for any purpose without our prior written consent is expressly prohibited); (iv) 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; (v) engage in any conduct that violates our [Platform Manipulation and Spam Policy](#) or any other [Rules and Policies](#); or (vi) interfere with, or disrupt, (or attempt to do so), the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, mail-bombing the Services, or by scripting the creation of Content in such a manner as to interfere with or create an undue burden on the Services. It is also a violation of these Terms to facilitate or assist others in violating these Terms, including by distributing products or services that enable or encourage violation of these Terms.

Ending These Terms

You may end your legal agreement with us at any time by deactivating your accounts and discontinuing your use of the Services. See <https://help.x.com/managing-your-account/how-to-deactivate-x-account> for instructions on how to deactivate your account and the Privacy Policy for more information on what happens to your information.

We may suspend or terminate your account or cease providing you with all or part of the Services at any time if we reasonably believe: (i) you have violated these Terms or [our Rules and Policies](#), (ii) you create risk or possible legal exposure for us; (iii) your account should be removed due to unlawful conduct; (iv) your account should be removed due to prolonged inactivity; or (v) our provision of the Services to you is no longer commercially viable. We will

make reasonable efforts to notify you by the email address associated with your account or the next time you attempt to access your account, depending on the circumstances. To the extent permitted by law, we may also terminate your account or cease providing you with all or part of the Services for any other reason or no reason at our convenience. In all such cases, the Terms shall terminate, including, without limitation, your license to use the Services, except that the following sections shall continue to apply: 2, 3, 5, 6, and the misuse provisions of Section 4 (“Misuse of the Services”). If you believe your account was terminated in error you can file an appeal following the steps found in our [Help Center](https://help.x.com/forms/account-access/appeals) (<https://help.x.com/forms/account-access/appeals>). For the avoidance of doubt, these Terms survive the deactivation or termination of your account.

5. Disclaimers and Limitations of Liability

The Services are Available "AS-IS"

Your access to and use of the Services or any Content are at your own risk. You understand and agree that the Services are provided to you on an “AS IS” and “AS AVAILABLE” basis. The “X Entities” refers to X Corp., its parents, affiliates, related companies, officers, directors, employees, agents, representatives, partners, and licensors. Without limiting the foregoing, to the maximum extent permitted under applicable law, THE X ENTITIES DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. The X Entities make no warranty or representation and disclaim all responsibility and liability for: (i) the completeness, accuracy, availability, timeliness, security or reliability of the Services or any Content; (ii) any harm to your computer system, loss of data, or other harm that results from your access to or use of the Services or any Content; (iii) the deletion of, or the failure to store or to transmit, any Content and other communications maintained by the Services; and (iv) whether the Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. No advice or information, whether oral or written, obtained from the X Entities or through the Services, will create any warranty or representation not expressly made herein.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE X ENTITIES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE

DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (i) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES; (ii) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICES, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES; (iii) ANY CONTENT OBTAINED FROM THE SERVICES; OR (iv) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE X ENTITIES EXCEED THE GREATER OF ONE HUNDRED U.S. DOLLARS (U.S. \$100.00) OR THE AMOUNT YOU PAID US, IF ANY, IN THE PAST SIX MONTHS FOR THE SERVICES GIVING RISE TO THE CLAIM. THE LIMITATIONS OF THIS SUBSECTION SHALL APPLY TO ANY THEORY OF LIABILITY, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND WHETHER OR NOT THE X ENTITIES HAVE BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

6. General

We may revise these Terms from time to time. The changes will not be retroactive, and the most current version of the Terms, which will always be at x.com/tos, will govern our relationship with you. We will try to notify you of material revisions, for example via a service notification or an email to the email associated with your account. By continuing to access or use the Services after those revisions become effective, you agree to be bound by the revised Terms. To the extent permitted by law, you also waive the right to participate as a plaintiff or class member in any purported class action, collective action or representative action proceeding.

The laws of the State of California, excluding its choice of law provisions, will govern these Terms and any dispute that arises between you and us. All disputes related to these Terms or the Services will be brought solely in the federal or state courts located in San Francisco County, California, United States, and you consent to personal jurisdiction and waive any objection as to inconvenient forum. To the extent permitted by law, you also waive the right to participate as a plaintiff or class member in any purported class action, collective action or representative action proceeding.

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).

The X User Agreement is written in English but is made available in multiple languages through translations. X strives to make the translations as accurate as possible to the original English version. However, in case of any discrepancies or inconsistencies, the English language version of the X User Agreement shall take precedence. You acknowledge that English shall be the language of reference for interpreting and constructing the terms of the X User Agreement.

In the event that any provision of these Terms is held to be invalid or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect. Our failure to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision.

If you have any questions about these Terms, please contact [us](#).

Effective: September 29, 2023

[Archive of Previous Terms](#)

X Terms of Service

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

These Terms of Service (“Terms”) govern your access to and use of the services, including our various websites, SMS, APIs, email notifications, applications, buttons, widgets, ads, commerce services, and our [other covered services](#) (<https://help.x.com/rules-and-policies/x-services-and-corporate-affiliates>) that link to these Terms (collectively, the “Services”), and any information, text, links, graphics, photos, audio, videos, or other materials or arrangements of materials uploaded, downloaded or appearing on the Services (collectively referred to as “Content”). By using the Services you agree to be bound by these

Terms.

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

1. Who May Use the Services

You may use the Services only if you agree to form a binding contract with us and are not a person barred from receiving services under the laws of the applicable jurisdiction. In any case, you must be at least 13 years old to use the Services. If you are accepting these Terms and using the Services on behalf of a company, organization, government, or other legal entity, you represent and warrant that you are authorized to do so and have the authority to bind such entity to these Terms, in which case the words “you” and “your” as used in these Terms shall refer to such entity.

2. Privacy

Our [Privacy Policy \(https://www.x.com/privacy\)](https://www.x.com/privacy) describes how we handle the information you provide to us when you use the Services. You understand that through your use of the Services you consent to the collection and use (as set forth in the Privacy Policy) of this information, including the transfer of this information to the United States, Ireland, and/or other countries for storage, processing and use by us and our affiliates.

3. Content on the Services

You are responsible for your use of the Services and for any Content you provide, including compliance with applicable laws, rules, and regulations. You should only provide Content that you are comfortable sharing with others.

Any use or reliance on any Content or materials posted via the Services or obtained by you through the Services is at your own risk. We do not endorse, support, represent or guarantee the

completeness, truthfulness, accuracy, or reliability of any Content or communications posted via the Services or endorse any opinions expressed via the Services. You understand that by using the Services, you may be exposed to Content that might be offensive, harmful, inaccurate or otherwise inappropriate, or in some cases, postings that have been mislabeled or are otherwise deceptive. All Content is the sole responsibility of the person who originated such Content. We may not monitor or control the Content posted via the Services and, we cannot take responsibility for such Content.

We reserve the right to remove Content that violates the User Agreement, including for example, copyright or trademark violations or other intellectual property misappropriation, impersonation, unlawful conduct, or harassment. Information regarding specific policies and the process for reporting or appealing violations can be found in our Help Center (<https://help.x.com/rules-and-policies/x-report-violation> and <https://help.x.com/managing-your-account/suspended-x-accounts>).

If you believe that your Content has been copied in a way that constitutes copyright infringement, please report this by visiting our Copyright reporting form (<https://help.x.com/forms/dmca>) or contacting our designated copyright agent at:

X Corp.
Attn: Copyright Agent
1355 Market Street, Suite 900
San Francisco, CA 94103
Reports: <https://help.x.com/forms/dmca>
Email: copyright@x.com

Your Rights and Grant of Rights in the Content

You retain your rights to any Content you submit, post or display on or through the Services. What's yours is yours — you own your Content (and your incorporated audio, photos and videos are considered part of the Content).

By submitting, posting or displaying Content on or through the Services, you grant us a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute such Content in any and all media or distribution methods now known or later developed (for clarity, these rights include, for example, curating, transforming, and translating). This license authorizes us to make your Content available to the rest of the world and to let others do the same. However, if you have chosen via our features to limit the distribution of your Content to a restricted community, we will

respect that choice. You also agree that this license includes the right to analyze text and other information you provide with the view to improve the Services. You agree that this license includes the right for us to provide, promote, and improve the Services and to make Content submitted to or through the Services available to other companies, organizations or individuals for the syndication, broadcast, distribution, repost, promotion or publication of such Content on other media and services, subject to our terms and conditions for such Content use. Such additional uses by us, or other companies, organizations or individuals, is made with no compensation paid to you with respect to the Content that you submit, post, transmit or otherwise make available through the Services as the use of the Services by you is hereby agreed as being sufficient compensation for the Content and grant of rights herein.

We have an evolving set of rules for how ecosystem partners can interact with your Content on the Services. These rules exist to enable an open ecosystem with your rights in mind. You understand that we may modify or adapt your Content as it is distributed, syndicated, published, or broadcast by us and our partners and/or make changes to your Content in order to adapt the Content to different media.

You represent and warrant that you have, or have obtained, all rights, licenses, consents, permissions, power and/or authority necessary to grant the rights granted herein for any Content that you submit, post or display on or through the Services. You agree that such Content will not contain material subject to copyright or other proprietary rights, unless you have necessary permission or are otherwise legally entitled to post the material and to grant us the license described above.

4. Using the Services

Please review [our Rules and Policies](#), which are part of the User Agreement and outline conduct that is prohibited on the Services. You may use the Services only in compliance with these Terms and all applicable laws, rules and regulations. X takes enforcement actions when Content or user behavior is in violation of [our Rules and Policies](#) or in relation to sensitive media. You can review X's enforcement options and how you can appeal our enforcement decision [here](#).

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

property or other rights; (iv) if you or your Content exposes us, other users or any third party to legal or regulatory risk; and/or (v) your prolonged inactivity.

In consideration for our granting you access to and use of the Services, you agree that we and our third-party providers and partners may place advertising on the Services or in connection with the display of Content or information from the Services whether submitted by you or others. We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce the Terms, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of X, its users and the public. We do not disclose personally-identifying information to third parties except in accordance with our [Privacy Policy](#).

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

If you use paid features of the Services, you agree to the applicable [Terms for Paid Services](#) (<https://legal.x.com/purchaser-terms.html>).

If you use developer features of the Services, including but not limited to [X for Websites](#) (<https://developer.x.com/docs/twitter-for-websites>), [X Cards](#) (<https://developer.x.com/docs/twitter-for-websites/cards/overview/abouts-cards>), [Public API](#) (<https://developer.x.com/docs>), or [Sign in with X](#) (<https://developer.x.com/docs/authentication/guides/log-in-with-twitter>), you agree to our [Developer Agreement](#) (<https://developer.x.com/developer-terms/agreement>) and [Developer Policy](#) (<https://developer.x.com/developer-terms/policy>). If you want to reproduce, modify, create derivative works, distribute, sell, transfer, publicly display, publicly perform, transmit, or otherwise use the Services or Content on the Services, you must use the interfaces and instructions we provide, except as permitted through the Services, these Terms, or the terms provided on <https://developer.x.com/developer-terms>. Otherwise, all such actions are strictly prohibited. If you are a security researcher, you are required to comply with the rules of our [Vulnerability Reporting Program](#) (<https://hackerone.com/x>). The requirements set out in the preceding paragraph may not apply to those participating in our Vulnerability Reporting Program.

If you use advertising features of the Services, you agree to our [Master Services Agreement \(https://ads.x.com/terms\)](https://ads.x.com/terms).

Your Account

You may need to create an account to use the Services. You are responsible for safeguarding your account, so use a strong password and limit its use to this account. We cannot and will not be liable for any loss or damage arising from your failure to comply with the above.

You can control most communications from the Services. We may need to provide you with certain communications, such as service announcements and administrative messages. These communications are considered part of the Services and your account, and you may not be able to opt-out from receiving them. If you added your phone number to your account and you later change or deactivate that phone number, you must update your account information to help prevent us from communicating with anyone who acquires your old number.

Your License to Use the Services

We give you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to you as part of the Services. This license has the sole purpose of enabling you to use and enjoy the benefit of the Services as provided on X, in the manner permitted by these Terms.

The Services are protected by copyright, trademark, and other laws of both the United States and other countries. Nothing in the Terms gives you a right to use the X name or any of the X trademarks, logos, domain names, other distinctive brand features, and other proprietary rights. All right, title, and interest in and to the Services (excluding Content provided by users) are and will remain our and our licensors' exclusive property. Any feedback, comments, or suggestions you may provide regarding X, or the Services is entirely voluntary and we will be free to use such feedback, comments or suggestions as we see fit and without any obligation to you.

Misuse of the Services

You also agree not to misuse the Services, for example, by interfering with them or accessing them using a method other than the interface and the instructions that we provide. You agree that you will not work around any technical limitations in the software provided to you as part of the

Services, or reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits. You may not do any of the following while accessing or using the Services: (i) access, tamper with, or use non-public areas of the Services, our computer systems, or the technical delivery systems of our providers; (ii) probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures; (iii) access or search or attempt to access or search the Services by any means (automated or otherwise) other than through our currently available, published interfaces that are provided by us (and only pursuant to the applicable terms and conditions), unless you have been specifically allowed to do so in a separate agreement with us (NOTE: crawling or scraping the Services in any form, for any purpose without our prior written consent is expressly prohibited); (iv) 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; (v) engage in any conduct that violates our [Platform Manipulation and Spam Policy](#) or any other [Rules and Policies](#); or (vi) interfere with, or disrupt, (or attempt to do so), the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, mail-bombing the Services, or by scripting the creation of Content in such a manner as to interfere with or create an undue burden on the Services. It is also a violation of these Terms to facilitate or assist others in violating these Terms, including by distributing products or services that enable or encourage violation of these Terms.

Ending These Terms

You may end your legal agreement with us at any time by deactivating your accounts and discontinuing your use of the Services. See <https://help.x.com/managing-your-account/how-to-deactivate-x-account> for instructions on how to deactivate your account and the Privacy Policy for more information on what happens to your information.

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

avoidance of doubt, these Terms survive the deactivation or termination of your account.

5. Limitations of Liability

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

6. General

We may revise these Terms from time to time. The changes will not be retroactive, and the most current version of the Terms, which will always be at x.com/tos, will govern our relationship with you. Other than for changes addressing new functions or made for legal reasons, we will notify you 30 days in advance of making effective changes to these Terms that impact the rights or obligations of any party to these Terms, for example via a service notification or an email to the email associated with your account. By continuing to access or use the Services after those revisions become effective, you agree to be bound by the revised Terms.

To the extent permitted by law, you waive the right to participate as a plaintiff or class member in any purported class action, collective action or representative action proceeding.

The X User Agreement is written in English but is made available in multiple languages through translations. X strives to make the translations as accurate as possible to the original English version. However, in case of any discrepancies or inconsistencies, the English language version of the X User Agreement shall take precedence. You acknowledge that English shall be the language of reference for interpreting and constructing the terms of the X User Agreement.

In the event that any provision of these Terms is held to be invalid or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect. Our failure to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision.

If you have any questions about these Terms, please contact [us](#).

Effective: September 29, 2023

Affidavit

No. NSD474 of 2024

Federal Court of Australia
District Registry: New South Wales
Division: General

eSafety Commissioner

Applicant

X Corp.

Respondent

Affidavit of: **Michael Anderson**
Address: 1355 Market Street, Suite 900, San Francisco, California, 94103, USA
Occupation: Software Engineer
Date: 1 May 2024

ANNEXURE MA-3

This is the Annexure marked "**MA-3**" annexed to the affidavit of Michael Anderson affirmed on 1 May 2024.

Filed on behalf of (name & role of party)	X Corp., Respondent		
Prepared by (name of person/lawyer)	Robert Todd		
Law firm (if applicable)	Ashurst		
Tel	(02) 9258 6000	Fax	(02) 9258 6888
Email	Robert.todd@ashurst.com / imogen.loxton@ashurst.com		
Address for service (include state and postcode)	Level 9, 5 Martin Place Sydney NSW 2000		

16 April 2024

X Corp.

Submitted via X's Legal Requests Submission form: legalrequests.x.com

Our Reference: CYR-0511323, CYR-0511326, CYR-0511327 and CYR-0511328

Removal notice requiring you to remove class 1 material from your service

(Under section 109 of the *Online Safety Act 2021* (Cth))

I am a delegate of the eSafety Commissioner for the purposes of section 109 of the *Online Safety Act 2021* (Cth) (**the Act**).

Please see enclosed a removal notice given to you under section 109 of the Act (**the Notice**). The Notice requires you to take all reasonable steps to ensure the removal of the specified class 1 material from your service within 24 hours after being given the Notice.

Background

On 15 April 2024, the eSafety Commissioner became aware of class 1 material, specifically material that depicts matters of crime, cruelty and real violence in such a way that it offends against the standards of morality, decency and propriety generally accepted by reasonable adults to the extent that it is likely to be classified as RC (Refused Classification) by the Classification Board under the *Classification (Publications, Films and Computer Games) Act 1995* (Cth) which is available on your service (**the Material**).

On 16 April 2024, the eSafety Commissioner sent an informal request to X Corp. via X's Legal Request reporting portal at: https://legalrequests.twitter.com/forms/landing_disclaimer requesting removal of the Material under your Terms of service Policy. No response was received, and the Material remains available on your service at the time of giving you the Notice.

The decision to give you the Notice

The Material is described in **Attachment A** to the Notice.

I am satisfied that:

- a) the Material is provided on your service, which is a Social Media Service within the meaning of section 13 of the Act
- b) the Material is or was class 1 material within the meaning of section 106 of the Act
- c) the Material can be accessed by end-users in Australia, and
- d) the Material on your service is not an exempt service under section 109 (1)(d) of the Act.

On this basis, I have decided to give you the Notice.

Required action

The Notice requires you to remove **all instances** of the class 1 material specified in the Attachment A to the Notice. Please note that the URLs included in Attachment A have been provided to assist you to locate certain instances of the specified class 1 material. However, there may be further instances of the same class 1 material being accessible at other URLs on your service. You are required to take reasonable steps to remove all instances of the specified class 1 material and not only the material that appears at the URLs provided.

Please email requests@esafety.gov.au once you have removed the Material in compliance with the Notice.

If you have any questions about the Notice, or if you require a longer period of time to comply, contact our office by email to requests@esafety.gov.au as soon as you receive this Notice.

Failure to comply

Under section 111 of the Act, you must comply with a requirement under a removal notice given under section 109 of the Act to the extent that you are capable of doing so.

Failure to comply with the Notice may result in enforcement action, including the commencement of civil penalty proceedings for a civil penalty order of up to a maximum penalty of \$782,500 (AUD) for a single contravention by a body corporate.

Review rights

You have a right to seek an internal or external review of the decision to give you a removal notice.

An internal review is a review conducted by the eSafety Commissioner under the Internal Review Scheme. There is no fee associated with a request for an internal review.

An external review is a review conducted by the Administrative Appeals Tribunal (**AAT**). The enclosed information sheet sets out your rights regarding the different review options available to you, as well as other options if you do not agree that the Notice should have been given to you.

Please note that you are required to comply with the Notice even if you have made an application for internal or external review, unless you receive notice that the eSafety Commissioner or the AAT has decided otherwise.

Manager, Illegal and Restricted Content Delegate of the eSafety Commissioner

Attachments: Notice under section 109 of the Act
Information Sheet

**REMOVAL NOTICE RELATING TO CLASS 1 MATERIAL GIVEN TO THE PROVIDER OF
A SOCIAL MEDIA SERVICE.**

Under section 109 of the *Online Safety Act 2021* (Cth)

To: X Corp.

Submitted via X's Legal Requests Submission form: legalrequests.x.com

I am a delegate of the eSafety Commissioner for the purposes of section 109 of the *Online Safety Act 2021* (Cth) (**the Act**).

This removal notice is given to you under section 109 of the Act and requires you to take all reasonable steps to ensure the removal of the class 1 material specified in **Attachment A**.

You are required to comply within 24 hours of being given this notice, or within such longer period as I allow if contacted by you with a request for an extension.

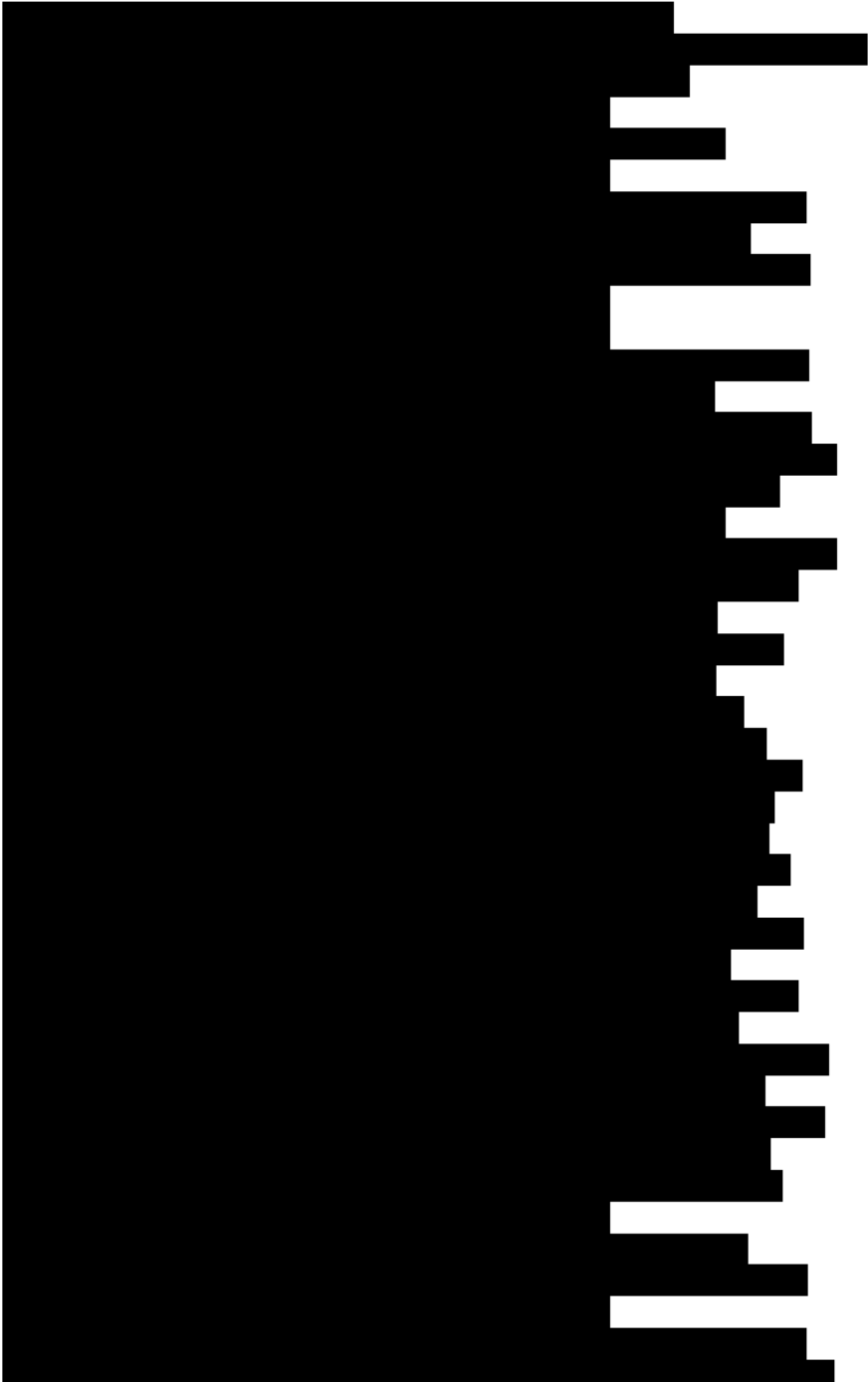
Section 111 of the Act provides that a person must comply with a requirement under a removal notice given under section 109 of the Act to the extent the person is capable of doing so.

Failure to comply with a removal notice may result in enforcement action, including the commencement of civil penalty proceedings for a civil penalty order of up to a maximum penalty of \$782,500 (AUD) for a single contravention by a body corporate.


Date: 16 April 2024

**Manager, Illegal and Restricted Content
Delegate of the eSafety Commissioner**

ATTACHMENT A

Service on which the material is provided:	X Corp.
Location of material:	



	
<p>Description of material:</p>	<p>The content depicts a male priest inside a church standing on a pulpit facing towards a camera. The priest is heard speaking in a non-English language (Arabic). From this point, a person (the attacker) appears in front of the camera dressed in a dark coloured jumper and approaches the priest to the left of screen. When the attacker is near the priest, they raise their right arm and lunge, bringing their right hand down and into contact with priest. The attacker appears to be holding a pointed object (a knife) in their right hand. The attacker is seen to strike the priest with the knife several times (5) to the head and upper body. The priest falls backwards with the attacker standing over him. Screams can be heard coming from other people inside the church, several people stand up in front the camera, and rush towards the pulpit. The camera pans to the left.</p> <p>The content is class 1 material under the <i>Online Safety Act 2021</i> (Cth), for depicting matters of crime, cruelty and real violence in such a way that it offends against the standards of morality, decency and propriety generally accepted by reasonable adults to the extent that it would likely be classified RC.</p>

Information sheet: Right of Review

Internal review by the eSafety Commissioner

You have a right to seek an internal review of this decision under the Internal Review Scheme. An internal review is an impartial review of the merits of a decision. The purpose of an internal review is to consider whether the original decision made was the correct one.

You must make an application for an internal review **within 30 days** of receiving the notice of this decision. If you are unable to make your application within 30 days, please email internalreview@esafety.gov.au.

There are no fees associated with an application for internal review.

To request an internal review, you will need to download and complete the **Request for internal review form** available on eSafety's website: www.esafety.gov.au/about-us/corporate-documents/internal-review.

Please fill the form out and email it or post a hard copy to eSafety.

Email: internalreview@esafety.gov.au
Post: **Attention:** Internal Review

eSafety Commissioner
PO Box Q500
Queen Victoria Building
NSW 1230

For additional information on eSafety's Internal Review Scheme, including the **eSafety Internal Review Procedure** and the **Online Safety (Internal Review Scheme) Instrument 2022**, please visit eSafety's website: www.esafety.gov.au/about-us/corporate-documents/internal-review.

External review by the Administrative Appeals Tribunal

You have a right to seek review of this decision by the Administrative Appeals Tribunal (AAT). You can also request that the AAT review a decision that has been made under the Internal Review Scheme.

It is recommended that you seek an internal review prior to seeking a review by the AAT however, there is no requirement to do so. You can choose to apply directly to the AAT.

The AAT is an independent body that can, among other things:

- confirm the eSafety Commissioner's decision
- vary the eSafety Commissioner's decision; or
- set the eSafety Commissioner's decision aside and replace it with its own decision.

You must apply to the AAT for review in writing. The AAT has a form available on its website which you can use.

Applications for review should be made **within 28 days** of being told about the decision. You must enclose the application fee with your application. If you want to apply for the application fee to be waived, you can obtain the application form for this from the AAT.

The AAT website (www.aat.gov.au) has more information. If you have any questions about the AAT's procedures and requirements, please contact the AAT. Information about how to contact the AAT is available at www.aat.gov.au/contact-us.

Requesting a statement of reasons for decision

If we have not provided the reasons for this decision, you may request a statement of reasons under section 28 of the *Administrative Appeals Tribunal Act 1975* (Cth). Your request needs to be made in writing **within 28 days** of being told of this decision. To request a statement of reasons, please email internalreview@esafety.gov.au.

Access to documents

You have a right to seek access to documents held by the eSafety Commissioner under the *Freedom of Information Act 1982* (FOI Act).

You must apply to the eSafety Commissioner in writing through one of the following options:

Online: Using the **Contact Us** form on the eSafety Commissioner's website

Post: **Attention:** The FOI Coordinator
eSafety Commissioner
PO Box Q500
Queen Victoria Building
NSW 1230

Email: enquiries@esafety.gov.au

When you make your application, you should:

- state that the request is an application for the purpose of the FOI Act;
- provide information about each document to which you are seeking access to enable us to process your request, and
- provide a postal, email or fax address for us to reply to and which we can use to communicate with you about your application.

The eSafety Commissioner's website has more information on how to make an FOI application: www.eSafety.gov.au/about-us-corporate-documents/freedom-of-information

Complaints

If you are dissatisfied with the way that the eSafety Commissioner has handled this matter, we ask that you contact us using the **Contact Us** form on the eSafety Commissioner's website so that we can try to help resolve any issues.

If you are still dissatisfied, you may make a complaint to the Commonwealth Ombudsman. The Ombudsman usually prefers that your concerns are raised with the eSafety Commissioner first.

There is a Commonwealth Ombudsman office in each capital city. Further information may be obtained at www.ombudsman.gov.au.

Judicial Review

Applications for review of decisions may also be made under the *Administrative Decisions (Judicial Review) Act 1977* (Cth) in certain circumstances. More information is available at: www.fcfcga.gov.au/gfl/administrative-adjr.

Affidavit

No. NSD474 of 2024

Federal Court of Australia
District Registry: New South Wales
Division: General

eSafety Commissioner

Applicant

X Corp.

Respondent

Affidavit of: **Michael Anderson**
Address: 1355 Market Street, Suite 900, San Francisco, California, 94103, USA
Occupation: Software Engineer
Date: 1 May 2024

ANNEXURE MA-4

This is the Annexure marked "**MA-4**" annexed to the affidavit of Michael Anderson affirmed on 1 May 2024.

Filed on behalf of (name & role of party)	X Corp., Respondent		
Prepared by (name of person/lawyer)	Robert Todd		
Law firm (if applicable)	Ashurst		
Tel	(02) 9258 6000	Fax	(02) 9258 6888
Email	Robert.todd@ashurst.com / imogen.loxton@ashurst.com		
Address for service (include state and postcode)	Level 9, 5 Martin Place Sydney NSW 2000		

From: Twitter Support [support@twitter.com]

Sent: 4/16/2024 9:33 PM PDT

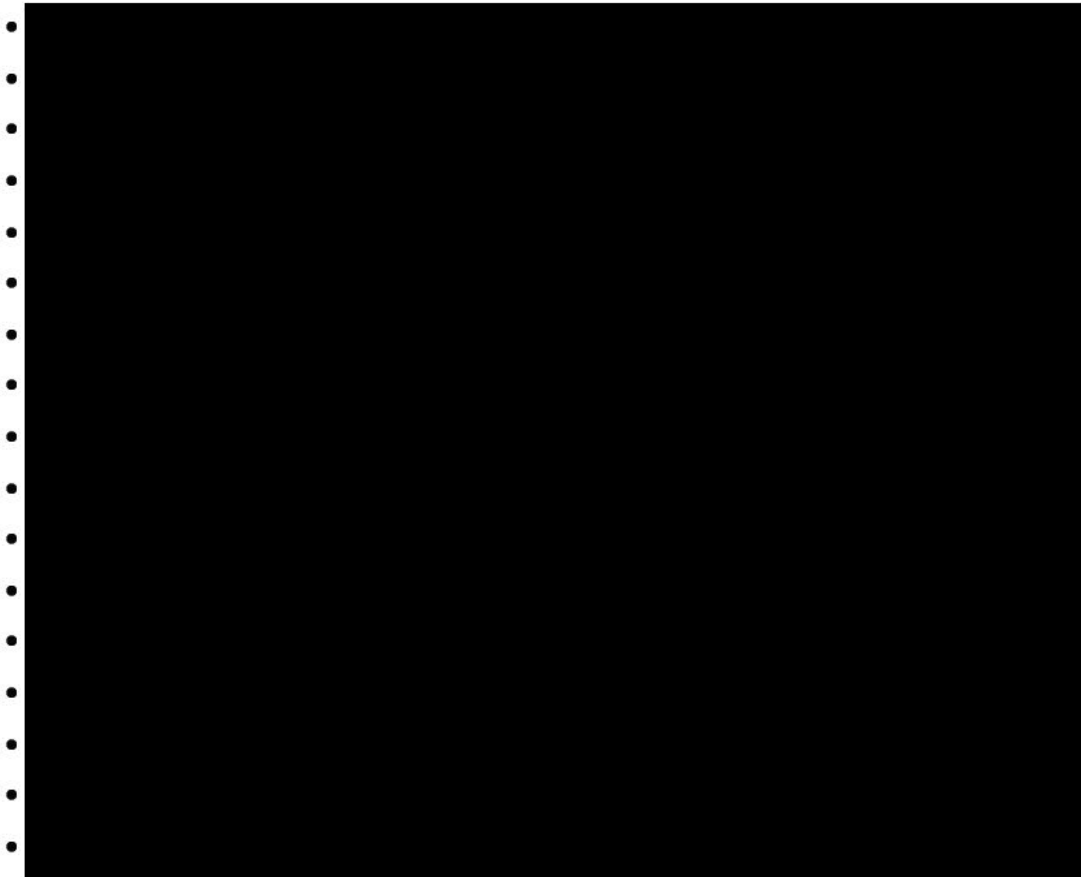
To: requests@esafety.gov.au

Subject: Case# 0365950432: Twitter Receipt of Content Removal Request - Office of the eSafety Commissioner [ref:!00DA00K0A8.!500Vp057zWx:ref]



Hello,

The following reported content has been withheld in Australia:



- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]

Thanks,

Twitter

[Help](#) | [Privacy](#)

X Corp. [1355 Market Street, Suite 900 San Francisco, CA 94103](#)

ref:!00DA00K0A8.!500Vp057zWx:ref

Affidavit

No. NSD474 of 2024

Federal Court of Australia
District Registry: New South Wales
Division: General

eSafety Commissioner

Applicant

X Corp.

Respondent

Affidavit of: **Michael Anderson**
Address: 1355 Market Street, Suite 900, San Francisco, California, 94103, USA
Occupation: Software Engineer
Date: 1 May 2024

ANNEXURE MA-5

This is the Annexure marked "**MA-5**" annexed to the affidavit of Michael Anderson affirmed on 1 May 2024.

Filed on behalf of (name & role of party)	X Corp., Respondent		
Prepared by (name of person/lawyer)	Robert Todd		
Law firm (if applicable)	Ashurst		
Tel	(02) 9258 6000	Fax	(02) 9258 6888
Email	Robert.todd@ashurst.com / imogen.loxton@ashurst.com		
Address for service (include state and postcode)	Level 9, 5 Martin Place Sydney NSW 2000		

Notices on X and what they mean

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We may sometimes add a notice to an account or post to give you more context on the actions our systems or teams may take. In some instances, this is because the behavior violates the [X Rules](#). Other times, it may be in response to a valid and properly scoped request from an authorized entity in a given country. Below is a range of the notices you may come across when viewing an account or post.

Notices on posts

Our systems and teams may add notices on posts to give you more context or notice before you click through. A few of the times when we may add notices on posts include:

Placing a post behind an interstitial: We may place some forms of [sensitive media](#) like adult content or graphic violence behind an interstitial advising viewers to be aware that they will see sensitive media if they click through. (**Note:** you cannot click through on X for iOS.) This allows us to identify potentially sensitive content that some people may not wish to see. Learn more about [how to control whether you see sensitive media](#) (<https://help.twitter.com/safety-and-security/sensitive-media#settings>).

Age Restricted Content: We restrict viewers who are under 18, or who do not include a birth date on their profile, from viewing adult content. You can [learn how to add a birth date](#) to your profile, [adjust birth date visibility settings](#) (visibility of your birth date is defaulted to private if you update it after January 2022), and [learn how X uses your age](#) to show you more relevant content, including ads, in accordance with our [Privacy Policy](#). People over 18 can opt-out of viewing sensitive media on X by updating their settings [here](#).

Placing a post in violation behind an interstitial: We may allow controversial content or behavior which may otherwise violate our rules to remain on our service because we believe there is a legitimate public interest in its availability.

When this happens, we limit engagement with the post and add a notice to clarify that the post violates our rules, but we believe it should be left up to serve this purpose. You can read more on how we review posts that may be in the legitimate public interest.

Notice for a removed post that violated the rules: If a post was found to be in violation of our rules, and has yet to be deleted by the person who posted it, we will hide it behind a notice. The account will remain locked until the post is removed.

Labeling a post that may contain disputed or misleading information: If we determine a post contains misleading or disputed information that could lead to harm, we may add a label to the content to provide context. For posts containing media determined to have been significantly and deceptively altered or fabricated, we may add a "Manipulated media" label.

Tapping these labels may link to a X Moment or other trusted source to provide additional information. Learn more about our policy on synthetic and manipulated media and our approach to handling misleading information.

Hiding a violating post while awaiting its removal: Once X takes an enforcement action and the person removes their post, another notice will be available for 14 days after to acknowledge its removal.

Where this notice **is** available:

- The details page of the post in violation on X for iOS and Android, and X.com.
- The profile page of the account in violation on X for iOS and Android, and X.com.

Where this notice **is not** available:

- Areas outside of profiles and post details pages, such as Home timeline, notifications, and search of any X client.

Notice for a post from a suspended account: If an account was found to be in violation (<https://help.twitter.com/managing-your-account/suspended-twitter-accounts>) of our rules, any posts from that account will be hidden behind a notice.

Withholding a post or account in a country: We may withhold access to certain content in a particular country if we receive a valid and properly scoped request from an authorized entity in that country. We also clearly indicate within the product when content has been withheld. Read more about **country withheld content** (<https://help.twitter.com/rules-and-policies/tweet-withheld-by-country>).

Hiding a reported post: If you've reported a post, we will hide it behind a notice and give you the choice on whether or not you want to view the content again.

Hiding a post from a muted or blocked account: If you have muted or blocked an account(s) and their posts are shared by someone else, we'll hide the content behind an interstitial and give you the option to click through and view it. Additionally, if you've muted keywords, we'll place posts that include those behind a notice. Read more about **muting** (<https://help.twitter.com/using-twitter/twitter-mute>) and **blocking** (<https://help.twitter.com/using-twitter/blocking-and-unblocking-accounts>) accounts.

Posts with limited visibility: There are some instances when a post is unavailable to view, such as a post from an account you do not follow that has protected posts, if the account has blocked you, the post was deleted, or if the post is from a deactivated account.

Notices on accounts

In some cases, we may add notices to accounts because of their account settings, while we wait for the account owner to update their account so it's in compliance with our rules, or if we detect unusual activity from it. Also, we take action at the

account level if we determine that a person has violated the rules in a particularly egregious way, or has repeatedly violated them even after receiving notifications from us.

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Requiring media or profile edits: If an account's profile or media content is not compliant with our policies, we may make it temporarily unavailable and require that the violator edit the media or information in their profile to comply with our rules. We also explain which policy their profile or media content has violated.

Verifying account ownership: To ensure that violators do not abuse the anonymity we offer and harass others on the platform, we may require the account owner to verify ownership with a phone number or email address. This also helps us identify violators who are operating multiple accounts for abusive purposes and take action on such accounts. Note that when an account has been locked pending completion of a challenge (such as being required to provide a phone number), it is removed from follower counts, Reposts, and likes until a phone number is provided.

Deactivated accounts: Account owners have the ability to deactivate their account at any time. When an account owner deactivates their account, the page will be rendered as unavailable.

Permanent suspension: This is our most severe enforcement action. Permanently suspending an account will remove it from view, and the violator will not be allowed to create new accounts. When we permanently suspend an account, we notify people that they have been suspended for abuse violations, and explain which policy or policies they have violated and which content was in violation.

Violators can appeal permanent suspensions if they believe we made an error. They can do this through the platform interface or by **filing a report** (<https://help.twitter.com/forms/general?subtopic=suspended>). Upon appeal, if we find that a suspension is valid, we respond to the appeal with information on the policy that the account has violated.

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Affidavit

No. NSD474 of 2024

Federal Court of Australia
District Registry: New South Wales
Division: General

eSafety Commissioner

Applicant

X Corp.


Respondent

Affidavit of: **Michael Anderson**
Address: 1355 Market Street, Suite 900, San Francisco, California, 94103, USA
Occupation: Software Engineer
Date: 1 May 2024

ANNEXURE MA-6

This is the Annexure marked "**MA-6**" annexed to the affidavit of Michael Anderson affirmed on 1 May 2024.

Filed on behalf of (name & role of party)	X Corp., Respondent		
Prepared by (name of person/lawyer)	Robert Todd		
Law firm (if applicable)	Ashurst		
Tel	(02) 9258 6000	Fax	(02) 9258 6888
Email	Robert.todd@ashurst.com / imogen.loxton@ashurst.com		
Address for service (include state and postcode)	Level 9, 5 Martin Place Sydney NSW 2000		

- [Using X](https://help.twitter.com/en/using-x) (https://help.twitter.com/en/using-x)
- [Managing your account](https://help.twitter.com/en/managing-your-account) (https://help.twitter.com/en/managing-your-account)
- [Safety and security](https://help.twitter.com/en/safety-and-security) (https://help.twitter.com/en/safety-and-security)
- [Rules and policies](https://help.twitter.com/en/rules-and-policies) (https://help.twitter.com/en/rules-and-policies)
- **Resources** 
 - [New user FAQ](https://help.twitter.com/en/resources/new-user-faq) (https://help.twitter.com/en/resources/new-user-faq)
 - [Glossary](https://help.twitter.com/en/resources/glossary) (https://help.twitter.com/en/resources/glossary)
 - [A safer X](https://help.twitter.com/en/resources/a-safer-twitter) (https://help.twitter.com/en/resources/a-safer-twitter)
 - [Accessibility](https://help.twitter.com/en/resources/accessibility) (https://help.twitter.com/en/resources/accessibility)

 - [Our rules](https://help.twitter.com/en/resources/rules) (https://help.twitter.com/en/resources/rules)
 - [My privacy](https://help.twitter.com/en/resources/how-you-can-control-your-privacy) (https://help.twitter.com/en/resources/how-you-can-control-your-privacy)
 - [How we address misinformation on X](https://communitynotes.twitter.com/guide/en/about/introduction) (https://communitynotes.twitter.com/guide/en/about/introduction)
 - [Recommender Systems](https://help.twitter.com/en/resources/recommender-systems) (https://help.twitter.com/en/resources/recommender-systems)

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[Contact Us](https://help.twitter.com/forms.html) (https://help.twitter.com/forms.html)

1. [Help Center](https://help.twitter.com/en) (https://help.twitter.com/en)
 - ^
2. [Platform Use Guidelines](https://help.twitter.com/en/rules-and-policies#platform-use-guidelines) (https://help.twitter.com/en/rules-and-policies#platform-use-guidelines)
 - ^
3. About country withheld content

About country withheld content



1. [Help Center](https://help.twitter.com/en) ^ (https://help.twitter.com/en)
2. [Platform Use Guidelines](https://help.twitter.com/en/rules-and-policies#platform-use-guidelines) ^ (https://help.twitter.com/en/rules-and-policies#platform-use-guidelines)

About country withheld content

Why might content be withheld?

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If you have encountered a post or an account that has been marked as withheld, you may be wondering what that means and why that may have happened. With hundreds of millions of posts posted every day around the world, our goal is to respect user expression, while also taking into consideration applicable local laws.

Many countries, including the United States, have laws that may apply to posts and/or X account content. In our continuing effort to make our services available to people everywhere, if we receive a valid and properly scoped request from an authorized entity, it may be necessary to withhold access to certain content in a particular country from time to time. Such withholdings will be limited to the specific jurisdiction that has issued the valid legal demand or where the content has been found to violate local law(s).

Transparency is vital to protecting freedom of expression, so we have a notice policy for withheld content. Upon receipt of requests to withhold content, we will promptly notify affected users and clearly indicate within the product unless we are prohibited from doing so (e.g., if we receive a court order under seal).

We strongly believe that the open and free exchange of information has a positive global impact, and that the posts must continue to flow

(<http://blog.twitter.com/2011/01/tweets-must-flow.html>).

How do you know if content has been withheld and why?

Withheld posts:

If you see the above message, it means X was compelled to withhold the original post in response to a valid legal demand, such as a court order.

If you see the above message, it means X withheld content based on local law(s) in response to a report filed through specific support intake channels

(<https://help.twitter.com/forms>).

Withheld accounts:

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If you see the above message, it means X was compelled to withhold the entire account specified (e.g., @username) in response to a valid legal demand, such as a court order.

If you see the above message, it means X withheld the entire account based on local law(s) in response to a report filed through specific support intake channels (<https://help.twitter.com/forms>).

How do you know where I am?

We use information that we may receive about your location to determine your country.

How can I submit a legal request to have content withheld?

If you are a law enforcement agent, government official, or other third-party intending to submit a valid legal request and would like to have potentially illegal content or accounts removed from X, we ask that you first review the X Rules and, if applicable, submit a request to have the content reviewed for possible violations of X's Terms of Service (<https://twitter.com/tos>), here: <https://help.twitter.com/forms> (<https://help.twitter.com/forms>).

If you have already submitted a request and have received a response from X indicating that the content in question does not currently violate X's Terms of Service, you can submit a request for content to be withheld through our legal request submission site: <https://legalrequests.twitter.com> (<https://legalrequests.twitter.com>). You will then receive an automated response confirming that your request has been received by our support system. We will send another email once we've had a chance to evaluate your request.

NOTE: As previously stated, we will promptly notify affected users upon receipt of requests to withhold content unless we are prohibited from doing so (e.g., if we receive a court order under seal). This notification will include a copy of your takedown request.

How do I know if my content has been withheld? What can I do about it?

Unless prohibited, X will attempt to notify affected users of any third-party requests to withhold their content via the email address associated with the affected X account(s) and/or through a notification within the X app. This will typically include identification of the specific content that has been reported or withheld and the origin of the request. If you believe your content was withheld in error, you may appeal by responding directly to the email we sent notifying you of the withholding (if based on a legal demand) or by contacting us through our [Help Center](https://help.twitter.com/contact-us) (if withheld based on local law).

Additionally, posts and/or accounts that are withheld include a clear visual indicator. Here are a couple examples from the affected account holder's point of view:

It is up to the affected user to decide whether to challenge the underlying request. Separately, the user may decide to leave the content online, remove one or more posts, or deactivate their X account. More information for affected users is available in our [legal request FAQs](#).

For more general information, please see X's [Terms of Service](https://twitter.com/tos) and [Rules](https://twitter.com/rules).

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[Cookies](https://help.twitter.com/rules-and-policies/twitter-cookies)

[Privacy](https://twitter.com/privacy)

[Terms and conditions](https://twitter.com/tos)

English

Affidavit

No. NSD474 of 2024

Federal Court of Australia
District Registry: New South Wales
Division: General

eSafety Commissioner

Applicant

X Corp.

Respondent

Affidavit of: **Michael Anderson**
Address: 1355 Market Street, Suite 900, San Francisco, California, 94103, USA
Occupation: Software Engineer
Date: 1 May 2024

ANNEXURE MA-7

This is the Annexure marked "**MA-7**" annexed to the affidavit of Michael Anderson affirmed on 1 May 2024.

Filed on behalf of (name & role of party)	X Corp., Respondent		
Prepared by (name of person/lawyer)	Robert Todd		
Law firm (if applicable)	Ashurst		
Tel	(02) 9258 6000	Fax	(02) 9258 6888
Email	Robert.todd@ashurst.com / imogen.loxton@ashurst.com		
Address for service (include state and postcode)	Level 9, 5 Martin Place Sydney NSW 2000		

Legal request FAQs

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My account was named in a legal request. What does this mean?

Important:

When we reference 'legal requests' we are generally referring to subpoenas, court orders, or other legal documents that cite a statute or other law in association with some sort of claim or demand. Legal requests may ask for us to turn over information about an X account and/or ask to remove content, like Posts.

About the notice you received from X

X may notify you of the existence of a legal request pertaining to your account unless we are prohibited or the request falls into one of the exceptions to our user notice policy (e.g., emergencies regarding imminent threat to life, child sexual exploitation, terrorism). We understand that receiving this type of notice can be an unsettling experience. We have notified you so that you can avail yourself of the rights available for your particular situation in your specific jurisdiction. We want you to have an opportunity to evaluate the request and, if necessary, take appropriate action to protect your interests. This may include seeking legal counsel and challenging the request in court, voluntarily deleting the content (if applicable), or finding some other resolution. Please refer to the notice you received for more information on any deadlines or time sensitivities.

Unfortunately, we cannot provide you with any legal advice and cannot provide any further information beyond what we provided in our notice. If you wish to seek legal counsel, here are some resources that may help.

- For U.S. legal requests, you might consider contacting the American Civil Liberties Union (<http://www.aclu.org/affiliates> (<https://www.aclu.org/about/affiliates?redirect=affiliates>), +1 212-549-2500) or the Electronic Frontier Foundation (<https://www.eff.org/pages/legal-assistance> (<https://www.eff.org/pages/legal-assistance>), info@eff.org, +1 415-436-9333).
- For non-U.S. legal requests, you might consider contacting a local attorneys' association or law school, which may be able to provide you with contact information for specialised legal assistance on free expression issues or reduced-cost legal aid services available in your location.

More general information about the different types of legal requests we receive is available below.

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What happens when X receives a legal request?

Below you will find a step-by-step process outlining the life cycle of a typical legal request submitted to X.

Submission process

A legal request for information about a X account is first submitted to X via email, mail, fax, or our Legal Request Submissions Site (LRS; <https://t.co/lr> (https://legalrequests.twitter.com/forms/landing_disclaimer)) by law enforcement, a government agency, a lawyer representing a criminal defendant, or a civil litigant.

Preliminary review

A X agent first reviews the legal request to determine whether it meets relevant statutory requirements. If the request meets all relevant statutory requirements, a X agent will then review the reported account or posts for any indications that the request seeks to restrict or chill freedom of expression; raises other X policy concerns (e.g., accounts belonging to journalists, verified accounts, or accounts containing political speech); or raises practical or technical concerns (e.g., the account or content at issue is no longer available). During this step, X may ask the requester for additional context before considering any responsive disclosure or taking action on the account, or pushing back on the request in its entirety due to various circumstances (e.g., nature of the underlying crime, request is overbroad, request is missing a required signature, request for content with the incorrect legal process).

User notice

By default, X will attempt to notify the reported account holder(s) of the existence of a legal request pertaining to the account(s) if we are not otherwise prohibited from doing so. Exceptions to user notice may include exigent circumstances, such as emergencies regarding imminent threats to life, child sexual exploitation, or

terrorism. X attempts to notify the user(s) about the legal request through a notification in the X app and by sending a message to the email address associated with the account(s), if available.⁵⁹ If we are not permitted to notify the user(s) at this step in the process (e.g., because the legal request is accompanied by a non-disclosure order), we may notify the user(s) about the existence of a legal request after X has withheld the reported content or disclosed information associated with the X account(s).

X's Response

The X agent then applies our company policies for handling legal requests, which may differ depending on the jurisdiction from which the request originated. For content removal requests, this may mean the reported content violates X's [Terms of Service](https://twitter.com/tos?lang=en) (<https://twitter.com/tos?lang=en>) or [Rules](#), and the content will be removed from the X platform. Or, perhaps the content is determined to be illegal in a particular jurisdiction and X will withhold access to the identified content in the location in which it is alleged to be in violation of local law. For information requests, X may file or serve objections for requests that are legally defective, overly broad, and/or appear to impermissibly burden free expression. X also checks whether the user(s) filed any objections with the appropriate court. For valid and properly scoped information requests where there has not been a successful objection by X or the user(s), a X agent will assemble the required account records and produce them electronically through our secure LRS site to the requester. Once the records have been produced, the case is considered completed and closed unless we're able to provide delayed notice to affected users after the expiration of an associated non-disclosure order.

Frequently asked questions about legal requests

How will I know if I got a notice from X regarding a legal request?

X attempts to alert you about a legal request we have received via the email address associated with your account. We may have difficulty delivering notice to users who do not have a current or valid email address associated with the X account.

Why did X tell me about the request?

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[Transparency \(https://transparency.twitter.com/\)](https://transparency.twitter.com/) and user empowerment are two of our guiding principles at X. While you may be concerned by this type of notice, we want you to know that the request exists and that we may be compelled to take some action such as producing account information or withholding content. Before taking action, we want to provide you with an opportunity to review the legal request and the option to take measures to protect your interests. When prior notice is not possible, you may receive delayed notice. Delayed notice means that we may notify you about the existence of a legal request after X has withheld your content or after X has been compelled to disclose information associated with your X account.

We attempt to notify users regarding legal requests pertaining to their accounts, however, we may be legally prohibited from doing so. For example, if we receive a legal request that has been sealed by a judge, we are not permitted to communicate about the request until the confidentiality obligation expires. There are also limited policy exceptions to providing notice such as emergencies regarding imminent threats to life, incidents involving child sexual exploitation, or acts of terrorism, when we do not provide user notice.

What types of legal requests does X receive?

Legal requests may come from law enforcement, government agencies, lawyers representing a criminal defendant, civil litigants, or from other authorised reporters such as official anti-discrimination organisations in Europe.

- Information requests – Law enforcement requests for account information are usually issued in connection with criminal investigations. X also receives emergency disclosure requests from law enforcement. If we receive information that provides us with a good faith belief that there is an exigent emergency involving the danger of death or serious physical injury to a person, we may provide information necessary to prevent that harm, if we have it. Civil requests for account information are typically made by lawyers in connection with non-criminal/civil legal actions such as a divorce proceeding or a business dispute.
- Removal requests – X sometimes receives legal requests alleging that content posted to X may be illegal in one or more countries around the world. For example, content may be alleged to violate laws related to defamation, illegal activities, or national security. Requests may also be reporting content that is potentially in violation of X's [Terms of Service](https://twitter.com/tos?lang=en) (<https://twitter.com/tos?lang=en>) or [Rules](#).

Can I get more information about the legal requests that X receives?

Twice a year, X publishes a [transparency report](https://transparency.twitter.com/) (<https://transparency.twitter.com/>) that includes details about the government and non-government requests we receive. We provide information about our compliance rate, which countries make the most requests, and any trends we noticed during the reported time frame. We encourage you to read through our report, as well as those of [other providers](https://www.accessnow.org/transparency-reporting-index/) (<https://www.accessnow.org/transparency-reporting-index/>), whose services you use to stay informed about the impact of these requests.

Questions about information requests:

What types of account information may be produced in response to a valid legal request?

Obtaining non-public information, such as an email address used to sign-up for an account or IP login information, requires valid legal process like a subpoena, court order, or other local legal process, depending on the country that issues the request.

Requests for the contents of communications (e.g., posts, Direct Messages, media) require a valid search warrant or equivalent to be properly served on the correct X corporate entity. Law enforcement or government agents must demonstrate a higher burden of proof before a judge will authorize such a request.

For additional information on the types of legal process required to obtain specific types of account information please see the “Types of Legal Process” section in our [transparency report](https://transparency.twitter.com/) (<https://transparency.twitter.com/>) and X’s [Guidelines for Law Enforcement](#).

Note: X makes your IP logs and some other non-public account information available directly to you when logged into your X account. For more details, please refer to this article about [accessing your X data](#).

Does X always turn over all of the information requested by valid legal requests?

No. X may seek to narrow requests that are overly broad, request additional context if the nature of the investigation is not clear, or push back on the request for other reasons. For example, X may receive requests for contents of communications, such as Direct Messages (“DMs”) or posts, from countries outside of the United States. We generally refer the requester to the procedures available under a mutual legal assistance treaty (MLAT) or letter rogatory and do not provide contents of communication in response to the local legal process.

Questions about removal requests:

How does X determine whether or not it will remove my content and how will I know?

The outcome is different depending on whether the reported content violates X’s [Terms of Service](https://twitter.com/tos?lang=en) (<https://twitter.com/tos?lang=en>) or [Rules](#) or whether it is alleged to be illegal in a certain jurisdiction, but does not otherwise violate X’s [Terms of Service](https://twitter.com/tos?lang=en) (<https://twitter.com/tos?lang=en>) or [Rules](#).

- If the reported content violates X's Terms of Service (<https://twitter.com/tos?lang=en>) or Rules:
 - It is removed from the X platform.
 - You will get a message that your account has been suspended or locked when you log-in. The message may say that you need to take certain actions before you use your account again.
 - For certain violations or in case of repeat infringements, your account may be permanently suspended. For more information about suspended or locked accounts, you may visit our dedicated Help Center pages.

- If the reported content refers to sensitive media:
 - The content will be labelled as sensitive, so other users may choose whether or not they wish to view it.

- If reported content does not violate X's Terms of Service (<https://twitter.com/tos?lang=en>) or Rules, but is alleged to be illegal in one or more jurisdictions:
 - X will attempt to notify you that we have received a legal request claiming the content of your account is potentially illegal.
 - We will include a copy of the legal request unless prohibited.
 - The reason we do this is so users may choose to remove the content at issue, respond directly to the requester if possible, or seek legal advice to challenge the request, before we may take any action on the reported content.
 - Our notice does not represent legal advice that certain content should be removed. It is only meant to inform you that certain content on your X account has been identified in a legal request, so you can decide whether, or how, you will respond, and to inform you that it may be necessary for us to take action on the reported content based on the underlying legal request.
 - We may withhold access to the identified content in the location in which it is alleged to be in violation of local law.
 - This means that other users trying to view the content in the jurisdiction where it was reported will see the messaging below instead:

For a post:

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For an account:

Note: It is the location of the viewer that matters, rather than the location of the reported user. For example, if certain content is reported in the United States, we may withhold this content in the United States regardless of whether the person who posted the content is located in the United States or another country.

For more information, please see our [country withheld content](#) article.

Can I appeal X's decision to withhold my content?

If you believe your content was withheld in error, you may appeal by responding directly to the email we sent notifying you of the withholding (if based on a legal demand) or by contacting us through our [Help Center \(https://help.twitter.com/en/contact-us\)](https://help.twitter.com/en/contact-us) (if withheld based on local law).

What if it is determined that my posts are allowed?

If content that was withheld in response to a legal request becomes allowed in the future, where we can, we will restore access to it so anyone in the world can view it.

Some circumstances in which we have un-withheld content in the past include:

- An objection filed by X against a court order deeming certain content was illegal was accepted by a higher court.
- An objection filed by a user against a court order deeming certain content was illegal was accepted by a higher court.
- The validity period of a court order prohibiting publication of certain material expired.
- An official judicial body expressed an opinion that a request made by an administrative authority was invalid.

Share this article

Affidavit

No. NSD474 of 2024

Federal Court of Australia
District Registry: New South Wales
Division: General

eSafety Commissioner

Applicant

X Corp.

Respondent

Affidavit of: **Michael Anderson**
Address: 1355 Market Street, Suite 900, San Francisco, California, 94103, USA
Occupation: Software Engineer
Date: 1 May 2024

ANNEXURE MA-8

This is the Annexure marked "**MA-8**" annexed to the affidavit of Michael Anderson affirmed on 1 May 2024.

Filed on behalf of (name & role of party)	X Corp., Respondent		
Prepared by (name of person/lawyer)	Robert Todd		
Law firm (if applicable)	Ashurst		
Tel	(02) 9258 6000	Fax	(02) 9258 6888
Email	Robert.todd@ashurst.com / imogen.loxton@ashurst.com		
Address for service (include state and postcode)	Level 9, 5 Martin Place Sydney NSW 2000		

How to change your country settings

Your X account is associated with the country you live in. Your country helps us to customize your X experience, and may affect the content we are able to display. Your country also helps X know that you're old enough to use our services in your country. You can see and change your country setting in your account settings on twitter.com, iOS, and Android.

As outlined in X's [Privacy Policy](https://twitter.com/en/privacy) (<https://twitter.com/en/privacy>), if you live in the United States, your information is controlled by X, Inc., 1355 Market Street, Suite 900, San Francisco, CA 94103 U.S.A. If you live outside the United States, the data controller responsible for your information is Twitter International Unlimited Company, an Irish company with its registered office at One Cumberland Place, Fenian Street, Dublin 2 D02 AX07 Ireland. Despite this, you alone control and are responsible for the posting of your posts and other content you submit through the X Services, as provided in the Terms of Service and X Rules.

How does X set my country setting?

When you access X, we may receive information about your location, such as your IP address, precise location information from GPS, or information about wireless networks or cell towers near your mobile device. We may use this information to determine a person's location to withhold content under local law. We also use information about your location to determine the country setting for your account, based on the countries where we make our services available. If we are unable to successfully resolve your location to one of these countries, it will be set to the United States by default. Changing your country setting will not affect content we withhold under local law.

How can I correct my country setting?

To correct your country setting:

1. Visit **Your account** (<https://twitter.com/settings/account>).
2. Click **Account information**, enter your password and then select **Country**.
3. Select the correct country from the drop-down.
4. Click **Agree and continue**.

What is the difference between my profile location and my country setting?

Your profile location is part of your [public account profile](#) and is completely optional. Your profile location is your place to express yourself and show the world who you are.

Your [country setting](#) is non-public information, and helps us to customize X for you, and may affect the content we are able to display.

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Form 59
Rule 29.02(1)

Affidavit

No. NSD474 of 2024

Federal Court of Australia
District Registry: New South Wales
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X Corp.

Respondent

Affidavit of: **Michael Anderson**
Address: 1355 Market Street, Suite 900, San Francisco, California, 94103, USA
Occupation: Software Engineer
Date: 1 May 2024

HIGHLY CONFIDENTIAL EXHIBIT MA-1

This is the Highly Confidential Exhibit marked "**MA-1**" annexed to the affidavit of Michael Anderson affirmed on 1 May 2024.

Filed on behalf of (name & role of party)	X Corp., Respondent		
Prepared by (name of person/lawyer)	Robert Todd		
Law firm (if applicable)	Ashurst		
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