COURT OF AMSTERDAM

Private law department

Case number: 10767307 CV FORM 23-13934

order of: 5 July 2024

func.: 515

order of the cantonal court

In the matter of

[applicant] ,

residing in [place] ,

applicant,

further referred to as: [the applicant] ,

suing in person,

against

The Foreign Law Company TWITTER INTERNATIONAL UNLIMITED COMPANY,

having its registered office in Dublin, Ireland,

defendant,

further referred to as: Twitter,

Agent: Mr A. Strijbos.

**COURSE OF PROCEEDINGS**

An application was received from [the applicant] on 24 October 2023 as referred to in Article 4(1) of Regulation (EC) No 861/2007 of the European Parliament and of the Council of 11 July 2007 establishing a European Small Claims Procedure (hereinafter: EPC Regulation).

Twitter submitted a statement of defence and annexes on 23 January 2024.

The oral hearing took place on 6 June 2024. [the applicant] appeared. For Twitter, its authorised representative and Mr G.F. Munkaila appeared. Prior to the hearing, [the applicant] submitted additional exhibits. The parties were heard, partly on the basis of pleadings submitted, and answered questions put by the subdistrict court. Finally, a decision was requested and a date for disposition was set.

**GROUNDS FOR THE DECISION**

**Facts**

1. As alleged and not (sufficiently) refuted, the following is established:

1.1.

[applicant] has had an agreement with Twitter for his account [account 1] on the platform X since June 2008.

1.2.

[applicant] has a Premium account through which he has additional features for his account for a monthly fee of $9.68.

1.3.

Twitter operates General Terms and Conditions. These include, as far as relevant here:

"1. The X User Agreement applies to you. YOU MUST ALWAYS ABIDE BY AND COMPLY WITH X'S USER AGREEMENT. The X User Agreement always applies to your use of the X Service, including the Paid Services and features. Failure to follow and comply with the X User Agreement, or if X believes that you are not following and complying with the X User Agreement, may result in cancellation of your Paid Services. Such cancellation is in addition to, and without limitation to, any enforcement action X may take against you under the X User Agreement. In such cases, you may lose the benefits of your Paid Services and will not be eligible for a refund of any monies you have paid (or prepaid) for Paid Services.

2. Why X may terminate your access to Paid Services . X may suspend or terminate access to Paid Services or stop providing all or any part of the Paid Services (without any liability) at any time and for any reason, including but not limited to any of the following reasons:

a. X believes, in its sole discretion, that you have breached the Terms or that your use of the Paid Services would violate any applicable laws;

(..)

d. X believes that you have breached X's user agreement;

(..)

Modification of Paid Services. We continue to develop our Paid Services. As such, we may change the Paid Services from time to time at our sole discretion. We may generally and with or without notice (permanently or temporarily) stop providing you or users with the Paid Services or features within the Paid Services. X shall not be liable to you or any third party for any modification, suspension or discontinuation of the Paid Services. (..)"

1.4.

On [the applicant's] account there was an article written by himself and placed in the Volkskrant of 13 October 2023. The title of this article read "European Commission misleads citizens with disinformation campaign and illegal advertisements."

1.5.

An article appeared on [the applicant's] account that referred to an article on the NOS.nl website dated 11 October 2023. That article reported on criticism of a European Union proposal to prevent and combat child sexual abuse. The message read as follows, in so far as relevant here:

"The chats of hundreds of millions of people will soon be scanned to detect a relatively small number of criminals, no matter how bad. "[ [Account 2] ] Strong criticism of European plans against child pornography: 'Not proportionate'

1.6.

In a post on X dated 13 October 2023, a third party reports that [account 1] is no longer findable.

1.7.

By e-mail dated 13 October 2023, [the applicant] informed [name] of Twitter the following, in so far as relevant here:

"I am a paying X user (my name is [applicant] ) and today I found out, because other X users pointed out to me, that your company has placed a "search (suggestion) ban" on my account. This means that when people who do not already follow me type in my name on your platform, they cannot find me and my account. I was not notified about this by your company. Could you please help me or explain to me what to do to get this "Search (Suggestion) Ban" lifted from my account?"

1.8.

By email and written notice of default dated 15 October 2023, [the applicant] again sent similar messages to Twitter.

1.9.

In response, at 05:06 on 15 October 2023, [the applicant] received the following message from the email address [email address]:

"Hi,

Thank you for emailing X. Our specialist will review your request soon and may get back to you in select cases. If this request is related to a profile, post, or ad, please monitor that item for resolution. Be sure to consult the Help Center as your first stop for any user issue.

Thanks,

X"

1.10.

Twitter communicated the following in an email dated 14 November 2023, in so far as relevant here:

"We write in response to your letter dated 14 October 2023.

(..)

With reference to your request, X has automated mechanisms to analyse posts which may be associated with Child Sexual Exploitation (CSE), and subsequently may restrict those posts'reach. This can cause individual posts associated with an account to be surfaced with temporary account-level restriction. Safeguards are in place for these automated mechanisms in an attempt to avoid situations where the author is a journalist or researcher. (..)"

1.11.

By letter dated 12 January 2024, Twitter's authorised representative informed [the applicant] that the post of 11 October 2023 reproduced above under 1.5 had prompted the imposition of a temporary account-level restriction. The letter further informed that after a further investigation, X determined that this post did not violate the Twitter Rules and the temporary restriction was lifted. Finally, it was informed that no further restrictions apply to [the applicant's] account at that time.

**Claim**

2. [applicant] seeks a declaratory judgment that Twitter has committed malpractice against him and acted unlawfully by violating the Digital Service Act (hereinafter DSA). Furthermore, [applicant] requests that Twitter still comply with its obligations under Article 17 DSA and send him a statement of reasons regarding the reason, scope and duration of the restriction imposed on the service. Also, [the applicant] requests that Twitter put an end to the violation of Article 12 DSA and the similar provisions of the e-commerce directive, as it has been shown that Twitter does not have an effective contact point for customers of its services that allows direct and quick contact. In addition, [the applicant] claims damages from Twitter, consisting of compensation for the period that [the applicant] paid but the service was not provided to him, estimated at $1.87. To this end, [the applicant] argues that by ceasing to prioritise his account in conversations and results for some time, but instead displaying it reduced and making it findable, Twitter breached its agreement with him. Moreover, by making his account and tweets virtually untraceable or giving them less reach, respectively, and by doing so without informing [the applicant], Twitter acted in breach of Article 17 DSA. Finally, [the applicant] claims that Twitter should reinstate and continue to honour the agreement and that any negative restriction on his account and messages should be terminated with immediate effect.

**Defence**

3. Twitter defends itself against [the applicant's] claims, arguing the following, in essence. [the applicant's] claims are not suitable for hearing in proceedings under the EPGV Regulation. The claims of [the applicant] cannot be qualified as small claims because it is not plausible that the estimated value of the claims is less than €5,000.00. While the monetary claim is small, the other claims, at least for Twitter, have an interest that exceeds the value of this amount. Setting up an effective point of contact, for example, will require an investment that will well exceed €5,000.00. Moreover, a declaratory judgment is a claim of indeterminate value, according to Twitter. Nor are [the applicant's] claims qualitatively small. The EPGV Ordinance is intended for simple cases of minor importance. The very nature of the form indicates that the European legislator intended a procedure in which little substantive explanation would be needed. At the hearing, Twitter added that an appeal, or the possibility of asking preliminary questions, is not possible, making it an insufficiently accomplished procedure. Twitter also contested the substance of the claims, which defences will be addressed, if necessary, when assessing the various claims.

**Assessment**

Suitability for EPGV Regulation proceedings

4. Twitter's most far-reaching defence that [the applicant's] claims do not lend themselves to proceedings such as these because, in short, they would be too legally complex is not followed. The small claim procedure is intended to simplify cross-border proceedings. The simplification refers to the procedure, but nowhere in the EPGV Regulation or its explanatory memorandum is it stated that this means that only simple claims can be raised. The limitation contained in the EPGV Regulation refers to the pecuniary interest of the claim, maximum

€5,000.00, but within that framework, in principle all claims, insofar as they are not declared inapplicable in the EPGV Regulation, can be dealt with. Insofar as Twitter still argued that the interest of [the applicant's] claims exceeds the maximum amount because they will have an effect on other proceedings, such an interpretation of the EPGV Regulation is not intended, in the opinion of the subdistrict court. It is the maximum monetary interest of the individual claim as submitted by the applicant that determines the applicability of the EPGV Regulation. Indeed, Twitter's reading would result in a small claim against a large company like Twitter quickly exceeding the maximum pecuniary interest of the EPGV Regulation due to its knock-on effect in other cases. This would not achieve the purpose of the EPGV Regulation in those cases. It was also explained by [the applicant] at the hearing that the complexity of the writ proceedings had dissuaded him from bringing the proceedings. Twitter's assertion that the procedure was not sufficient is also not followed, as there was sufficient opportunity to be heard and an oral hearing took place.

5. Twitter did rightly argue that, in principle, a declaratory judgment is a claim of indeterminate value, but this is subject to the fact that such a declaration can also be assessed in EPGV proceedings if there are clear indications that this claim does not exceed € 5,000. This will be assessed below, insofar as applicable, for each claimed declaratory judgment.

The claims of [applicant]

The declaratory judgment that Twitter had committed a breach of contract

6. It is not in dispute that [applicant's] account had restrictions for a period of time. It has been acknowledged by Twitter that these limitations consisted of [the applicant's] account not appearing as an "autocomplete" suggestion when a user wanted to link a message to [the applicant's] account, from "mentioning" it, that [the applicant's] messages did not appear in search results when searching through X and that his messages were not shown in the timeline of users who do not follow [the applicant]. It is undisputed that these functionalities were available to [the applicant] before Twitter's intervention.

7. However, the parties disagree on whether this constituted a breach of contract. According to Twitter this was not the case because [applicant] was able to access and use the main functionalities all this time despite the restrictions mentioned, but Twitter is not being followed in this. With [applicant], it is held that due to the restrictions imposed, the agreed obligations that [applicant] was entitled to expect from Twitter were not fully met. The fact that some of the functionalities were still available to [the applicant] does not alter this.

8. Furthermore, Twitter argues that it never gave [the applicant] unlimited access to all aspects and functionalities of the service and that Twitter is not obliged to continue hosting and distributing all content offered by [the applicant] at all times and that Twitter has reserved the right to restrict this. In so far as Twitter referred to its general terms and conditions in this regard, it is undisputed that [the applicant] must be regarded as a consumer, so that these general terms and conditions must be assessed ex officio for fairness on the basis of the Unfair Terms Directive (93/13/EEC). To the extent that they are unfair, Twitter is then not entitled to rely on them. At the hearing Twitter was given the opportunity to comment on the possible unfairness of the terms on which it relies or may rely.

9. In the opinion of the Subdistrict Court, the general terms and conditions invoked by Twitter are unfair. The following applies to this. By including in the terms and conditions that Twitter may suspend or terminate access to Paid Services or stop providing all or part of the Paid Services (without any liability) at any time and for any reason, including but not limited to any of the a number of stated reasons and further providing that they may generally and with or without notice (permanently or temporarily) stop providing users with the Paid Services or features within the Paid Services, Twitter has reserved the ability to modify or even completely suspend its obligations under the Agreement at its sole discretion and without any limitation. Such a condition is unfair within the meaning of the said Directive. Point k. of the Annex to that Directive provides that a term may be regarded as unfair if it authorises the trader unilaterally to alter unjustifiably the characteristics of the product or service to be supplied. This is the case in this instance, which leads to the conclusion that these terms and conditions of Twitter are unfair. Twitter cannot invoke this against [the applicant] . In this regard, it should also be noted that recital 10 of the DSA states that the DSA should not impair Union law on consumer protection and that the DSA expressly provides that rights under other directives, including the Unfair Terms in Consumer Contracts Directive, remain in full force.

10. Furthermore, no facts or circumstances have been put forward by Twitter to justify the suspension. Preventing the distribution of child pornography is of great importance and justifies Twitter's intervention, but it has been established that this was not the case, so this cannot have been a valid reason for suspension. The fact that Twitter apparently has an automated detection system on the basis of which access to [the applicant's] account was restricted in response to possible suspicious material and that Twitter's attention was drawn to the possibility of detecting child pornography does not therefore lead to a different opinion under the circumstances. In view of the above, it can be established that Twitter did not fully comply with its obligations under the agreement. This constitutes a breach of contract on its part and in principle the declaratory relief sought by [the applicant] is admissible.

11. Given the nature of the default, the agreed price of the subscription of € 85.00 per year in combination with the duration of the default, there are also clear indications that this declaratory judgment does not exceed € 5,000.00. This is further reinforced by the amount of damages claimed by [applicant] in these proceedings. This leads to the conclusion that the requested declaratory judgment is admissible in this lawsuit.

The declaratory judgment that Twitter acted unlawfully

12. The following applies to the declaratory judgment that Twitter acted unlawfully. In the application, [the applicant] based this claim on the fact that Twitter acted contrary to Article 17 DSA. Twitter did not provide him with clear and specific reasons for restricting the service, including information on what restrictions were imposed and their duration, according to [the applicant] . At the hearing, [the applicant] added that Twitter had violated Article 12 DSA.

13. Article 17(1) DSA reads as follows insofar as relevant to this dispute:

Hosting service providers shall provide all affected service recipients with a clear and specific justification for each of the following restrictions imposed on the grounds that the information provided by the service recipient contains illegal content or is incompatible with their general terms and conditions:

a. a) restrictions on the visibility of specific information provided by the service recipient, including removal of content, blocking of access to content or downgrading thereof;

(b) suspension, termination or other restrictions on monetary payments;

(c) full or partial suspension or termination of the provision of the service;

d) suspension or termination of the accounts of the recipient of the service.

14. Contrary to Twitter's argument, the restrictions imposed by it on [the applicant] fall, in the opinion of the subdistrict court, within a restriction of visibility as referred to in Article 17 (1a) DSA. It remained undisputed that the 64 million users of X in Europe could see [the applicant's] messages reduced, which clearly constitutes a restriction within the meaning of that provision. The fact that not all 64 million users searched for [the applicant's] account during that period does not alter this. The same applies to the circumstance that, as Twitter noted, there was no restriction on the visibility of specific information provided by [the applicant], but restriction on his entire account, this reading is not followed. Indeed, the greater, the reduced visibility of the entire account, implies the lesser, the reduced visibility of the specific information.

15. Paragraphs 3 and 4 of Article 17 DSA read as follows:

"Paragraph 3:

The justification referred to in paragraph 1 shall include at least the following information:

a. a) information on whether the decision results in the removal of, the elimination of access to, the devaluation of or the limitation of the visibility of the information, or the suspension or termination of monetary payments in respect of that information, or imposes other measures referred to in paragraph 1 in respect of that information, and, where appropriate, the territorial scope of the decision and its duration;

(b) the facts and circumstances taken into account in taking the decision, including - where relevant - information on whether the decision was taken pursuant to a notification made in accordance with Article 16 or whether it is based on a voluntary own-initiative investigation and, where strictly necessary, the identity of the notifier

(c) where applicable, information on the use of automated means in making the decision, including information on whether the decision was made in relation to content which has been detected or identified by automated means

(d) where the decision concerns allegedly illegal content, a reference to the legal basis relied upon and explanations as to why the information is considered to be illegal content for that reason

(e) where the decision is based on the alleged incompatibility of the information with the general terms and conditions of the hosting service provider, a reference to the contractual basis relied upon and explanations as to why the information is considered incompatible with that basis

(f) clear and user-friendly information on the means of redress available to the recipient of the service in relation to the decision, in particular, where applicable, through internal complaint handling mechanisms, out-of-court dispute resolution and judicial redress.

Paragraph 4:

Information provided by hosting service providers in accordance with this Article shall be clear, easily understandable and as accurate and specific as reasonably possible in the circumstances. In particular, the information shall be such that the recipient of the relevant service is reasonably able to exercise effectively the remedies set out in paragraph 3(f)."

16. According to Twitter, it provided three messages to [the applicant] about the measure, on

15 October 2023, 14 November 2023 and 12 January 2024, thus fulfilling the requirements of Article 17 DSA. [the applicant] first disputed that he received the message of

14 November 2023. As Twitter has not provided any evidence that this message reached [the applicant], nor has it made any concrete offer of proof, this message will be disregarded in the assessment. However, even if [the applicant] would have received this message, it does not comply with Article 17 DSA, as this message is worded far too generally and does not contain any specific information mentioned in Article 17 DSA.

17. The other two messages do not comply with what is stipulated in Article 17(3) DSA. The e-mail message dated 15 October 2023 does not contain any information as referred to in Article 17 DSA. [the applicant] cannot infer from this message that a measure was taken and what measure was taken (sub a), why any measure would have been taken and what facts and circumstances were involved (sub b). Nor is anything mentioned about the legal basis (see sub d). Finally, the information referred to under (f) is also missing. The mere reference to the Help Centre in the e-mail cannot count as such a notification. Thus, this e-mail does not meet the requirements of Article 17(3) DSA nor of paragraph 4. This information is not clear, easy to understand and in any case not such as to enable [the applicant] to exercise any rights of recourse to which he may be entitled. Twitter's message of 12 January 2024 is also incomplete. That message too does not contain any information as referred to under f. For the rest, it does mention that there was a temporary restriction, although the extent of that restriction is not mentioned. It also mentions that a few days later X lifted the temporary restriction on [the applicant's] account. While it does lack a specific date, [the applicant] could at least infer that these restrictions ceased to apply on 12 January 2024.

18. In so far as Twitter has invoked proportionality in this regard, by which it apparently means that it cannot be expected to send such a message to [the applicant], it is held as follows. First of all, it is incumbent on Twitter to explain and substantiate the possible disproportionality of such a measure required by the DSA. Twitter has not done so in this dispute. The mere statement that it is impossible for it to do so is insufficient for it to conclude that it does not have to comply with the DSA regulations. In so far as it relied on the size of the number of messages on X, it cannot hide behind that. It cannot be seen that the size of the organisation determines compliance with the provisions of the DSA. On the contrary, additional requirements regarding transparency and information have been imposed on large online platforms. An additional effort should therefore be expected from large online platforms such as Twitter.

19. Based on what has been considered above, it can be concluded that Twitter acted in breach of its obligations under Article 17 DSA. With regard to the requested declaration in law, however, it is impossible to see what interest [the applicant] still has in this at the moment. He now knows why the restrictions were imposed. No harm has been claimed by [the applicant] and no other evidence has come to light. In view of this, the declaratory judgment cannot be granted.

20. Against this background, [the applicant's] argument at the hearing about Twitter's illegality due to its failure to comply with Article 12 DSA needs no further discussion in this context.

The claim to fulfil obligations under Article 17 DSA

21. This claim is dismissed. In this action, all necessary information has since been provided to [the applicant]. No further sufficiently specific explanation has been provided by [the applicant] as to what additional information on the measure he is still missing. To the extent that neither communication mentioned anything about information on the remedies available to [the applicant] regarding the decision, in particular [the applicant's] ability to seek redress through internal complaint-handling mechanisms, out-of-court dispute resolution and recourse to the courts, [the applicant] now has insufficient interest in this, as he has already taken Twitter to court regarding this measure.

The claim for termination of the breach of Article 12 DSA

22. Article 12 DSA reads as follows:

"Points of contact for recipients of services.

Providers of brokering services shall designate a central contact point to enable recipients of the service to communicate with them directly and rapidly by electronic means and in a user-friendly manner, including by allowing recipients of the service to choose the means of communication - which may not be based solely on automated tools.

In addition to the obligations set out in Directive 2000/31/EC, providers of brokering services shall make publicly available the information necessary for recipients of the service to easily identify and communicate with their central contact points. Such information shall be easily accessible and updated

23. [the applicant] argued that Twitter did not comply with Article 12 DSA. It was impossible to contact Twitter, [the applicant] said. Getting in touch via the contact form was impossible. There was no restriction according to that automated form. Through a search engine, he discovered another contact form, but objecting to an overall "shadowban" caused an error message, there was also only limited response space and attaching an attachment proved impossible. An e-mail address also proved impossible to find via the Dutch website, but was only accessible via the English-language "Rules and Policies" page, which could not be found via the Dutch website. Moreover, Twitter did not communicate directly with [the applicant], only through lawyers.

24. Twitter countered that it has an e-mail address on its Help Centre, which address was also used by [the applicant] and through which it also responded on 15 October 2023. Twitter also responded on 14 November 2023, which is sufficiently timely. In addition, Twitter submitted that the enormous scale of its platform should be taken into account.

25. The starting point in the assessment is that, according to the DSA's recitals, the intention of the DSA is to enable smooth and efficient communication in both directions and therefore providers like Twitter are obliged to designate a point of contact. Therefore, they are also required to publish and update relevant information about that contact point. Furthermore, they are also obliged to designate a central contact point that enables fast, direct and efficient communication, in particular through easily accessible means, such as telephone numbers, e-mail addresses, electronic contact forms, chatbots or instant messaging, according to recital 43 of the DSA. Furthermore, providers should allow customers to choose direct and efficient means of communication that do not rely solely on automated tools.

26. In this dispute, Twitter has not made it plausible that it has adequately provided for this. In the documents and the explanation at the hearing, Twitter only brought forward that it has a Help Centre and also mentions a specific e-mail address there for customers' questions and comments, but that it thereby complies with the intention of the DSA as set out above has not become plausible. [the applicant] has also disputed this with reasons using examples, so that it is up to Twitter to provide evidence thereof and it has not succeeded in doing so. Simply stating an e-mail address is not sufficient and Twitter has not explained in any way that other ways of communication were also possible for [the applicant]. The fact that Twitter responded in an e-mail on 15 October 2023 as set out above does not support Twitter's argument that it has complied with its obligations. Indeed, this standard response cannot be seen as a response to [the applicant's] questions. The e-mail does not address the substance of the questions raised by [the applicant] and thus also does not constitute a communication that meets the requirements of Article 12 DSA in the above-mentioned sense. Nor does the fact that Twitter responded subsequently provide any indication of a point of contact for rapid, reciprocal and efficient communication. After all, it has not been established in these proceedings that the e-mail of 14 November 2023 reached [the applicant] and the response of 12 January 2024 cannot be regarded as a prompt response as referred to in the DSA. Insofar as Twitter has also noted that this interpretation must take into account the enormous scale of Twitter's platform, it should be noted that the DSA states that Twitter must make all reasonable efforts to ensure that sufficient human and financial resources are available to ensure that this communication is timely and efficient. Nor has Twitter explained what efforts it has made and what personal and financial resources have been made available, so it cannot be assessed whether it has complied with all reasonable efforts. Therefore, the mere statement that it is so large cannot help Twitter.

27. [the applicant's] claim to compel Twitter to put an end to the violation of Article 12 DSA is admissible to the extent that Twitter can be obliged to make an effective point of contact available to [the applicant]. Insofar as [the applicant] intended to bring a more far-reaching claim, that goes beyond his own interest. In this context, [the applicant] also claimed that Twitter should be imposed a high penalty payment, as Twitter's commitment to voluntarily comply with the law is implausible. However, the penalty payment must be proportionate to [the applicant's] interest. The subdistrict court will impose a periodic penalty payment, which will be mitigated and capped as after reporting. As this is an incentive to perform and not a claim, the limitation of the EPGV Regulation to a maximum of

€5,000.00 is not at issue.

The claim for damages

28. As considered above, Twitter did not fully comply with the agreement with [the applicant], so that on that ground there is room for compensation in the amount of the paid subscription fees for the duration that the restrictions were imposed on [the applicant's] account. Twitter has not disputed the method of calculation and the amount of damages claimed by [the applicant]. As a result, [the applicant] is entitled to $1.87, so this amount will be awarded.

The claim for full performance of the agreement

29. This claim is dismissed. That new restrictions were imposed on [applicant's] account after the lifting of the restriction in October 2023 has neither been stated nor shown. This means that Twitter is now again in full compliance with the agreement, while there are currently no indications that this will change. Against that background, [the applicant] lacks interest in this claim and, moreover, it is formulated too generally.

The claim for termination of the restriction

30. This claim is also dismissed. It has not become plausible that any restriction is currently still being imposed on [the applicant's] account, so that he has no interest in this claim.

Order for costs

31. Now that Twitter has been ruled against to a large extent, it must pay [applicant's] legal costs. The Subdistrict Court automatically awarded [applicant] €50.00 in travelling and subsistence expenses for appearing at the hearing. To this was added the fixed fee of €86.00. Finally, [the applicant] claimed € 26.43 for the costs of sending the application by registered post, against which Twitter did not put forward a defence, so that these costs are also for the applicant's account.

**DECISION**

The cantonal Court:

Declares that Twitter has committed a breach of contract against [the applicant];

orders Twitter to pay [applicant] $1.87 in principal;

orders Twitter to provide [the applicant] with a contact point as referred to in Article 12 DSA within two weeks of service of this order on pain of a penalty of €100.00 per day for each day that Twitter fails to comply with this order, with a maximum of €100,000.00

orders Twitter to pay the costs of these proceedings, estimated at € 162.43 for [the applicant];

declares the orders under II, III and IV provisionally enforceable;

dismisses the further or other claims.

This decision was rendered by Mr E. Pennink, subdistrict court judge, and publicly pronounced on 5 July 2024 in the presence of the registrar.