CLAIM NO. BL-2026-001161

IN THE HIGH COURT OF JUSTICE
BUSINESS AND PROPERTY COURTS OF ENGLAND AND WALES
BUSINESS LIST (ChD)

BETWEEN:

(1) X INTERNET UNLIMITED COMPANY
(2) X CORP.

Claimants

- and -

(1) MR VIVEK KUMAR SEN
(2) MS ZAMYANG SHERPA
(3) PERSONS UNKNOWN who operated, used or otherwise controlled the accounts set out in Annex A

Defendants

PARTICULARS OF CLAIM

SUMMARY OF THE CLAIM

(A) The Claimants operate the online platform known as "X". The Claimants bring this action to seek redress for the Defendants' scheme to manipulate content engagement metrics on the X platform and unjustly deprive legitimate content creators of funds through X's Creator Revenue Sharing Programme.

(B) X is a real-time, open, public conversation platform, where people can see every side of a topic, discover news, share their perspectives, and engage in discussion and debate. To create a forum for a global conversation, X allows its registered users to post and share content, including written comments, images and videos, known as "posts", and to share, like, and comment on other users' posts.

(C) X offers various product features to its users, including a Creator Revenue Sharing Programme ("**Programme**"), which allowed users on the X platform an opportunity to monetise the content they create by allocating them a portion of X's revenue based on the level of engagement their posts generate from other users. It was, and its replacement programme, the Original Content Rewards Programme, is, part of X's effort to help people generate income directly on X, while incentivizing the creation of new, informative, and interesting content.

(D) The Defendants have, individually and in concert with each other:

a. Operated multiple accounts on the X platform as a single coordinated network for the purpose of manipulating engagement metrics to obtain payouts from the Programme;

b. Conspired and created a complex web of financial accounts to avoid detection while engaging in the coordinated revenue share fraud;

c. Fraudulently obtained payouts in excess of £207,000 across the scheme by manufacturing the appearance of genuine content engagement;

d. Operated accounts that repeatedly liked, reposted, and artificially engaged with each other's content to create a false appearance of genuine, human communication and interaction, which fraudulently increased the Defendants' share of payouts from the Programme;

e. Operated multiple accounts that posted substantially similar or identical content to one another, including near-duplicate posts published within seconds of each other;

f. Perpetrated their scheme with the intent to deceive X into concluding that the accounts they control are the accounts of legitimate content creators entitled to payment under the Programme, and to induce X to rely on their false representations in making such payments to the Defendants;

g. Deceived the Second Claimant into compensating them on the basis of artificially generated engagement, including in circumstances where the Defendants knew they had no legitimate entitlement to such compensation;

h. Fraudulently diverted funds from the Programme away from the Claimants and legitimate content creators;

i. Attempted to evade X's enforcement mechanisms by operating across multiple accounts such that, if one account were suspended or restricted, the remaining accounts in the network would continue to generate payments; and,

j. Engaged in conduct that constitutes fraud and deceit, unlawful means conspiracy, unjust enrichment, knowing receipt, and breach of contract.

(E) Further, the Defendants hold the funds received by them on trust for the Second Claimant, and/or are otherwise required to pay those funds and further losses caused by their acts to the Claimants.

THE PARTIES

1. The First Claimant, X Internet Unlimited Company, is responsible for the operation of the X platform in the United Kingdom, among other jurisdictions. It is a company registered in the Republic of Ireland with company number 503351. It is a party to X's Creator Revenue Sharing Terms by its agent, the Second Claimant.

2. The Second Claimant, X Corp., is a company registered in the State of Nevada. It is the primary contracting party under X's Creator Revenue Sharing Terms on behalf of itself and its affiliates, including the First Claimant.

3. The Defendants are individuals who jointly or individually opened, operated or otherwise controlled the X accounts set out at **Annex A**.

THE X USER AGREEMENT

4. By creating accounts or using the X platform, the Defendants agreed to be bound by the X User Agreement, which comprises the X Terms of Service, the Privacy Policy, Rules and Policies, and all incorporated policies.

5. The X Terms of Service prohibit, among other conduct, working around any technical limitations of the X platform, sending altered, deceptive or false source-identifying information, interfering with or disrupting the access of any user or network (including by scripting the creation of content in a manner that interferes with the platform), and facilitating or assisting others in violating the X Terms of Service.

6. The X Terms of Service incorporate by reference X's Rules and Policies, including X's Authenticity Policy. The Authenticity Policy consolidates what were formerly called the

Platform Manipulation and Spam Policy, the Misleading and Deceptive Identities Policy, and the Financial Scam Policy.

7. Pursuant to clause 6 of the X Terms of Service, X can revise the User Agreement from time to time. By continuing to access or use X's services after those revisions become effective, users agree to be bound by the modified User Agreement.

8. The Claimants rely upon the full terms and conditions contained in the User Agreement as it applied from time to time. Without prejudice thereto, the Claimants aver that the terms pleaded below, or materially similar terms, applied throughout the relevant period:

9. The Authenticity Policy (as it applied from time to time) is relied upon in full. Its terms include the following:

> "*We want X to be a place where people have authentic experiences. To make that possible, we do not allow any activity that attempts to manipulate our platform or disrupt our services through inauthentic* ***accounts, behaviors*** *or* ***content****.*
>
> ***Inauthentic Accounts***
>
> *Accounts on X must be authentic. Under this policy, you may not create, operate, or mass-register accounts that are not legitimate, genuine and transparent as to their source, identity, and popularity. This includes: ...*
>
> ***Multiple Accounts and Coordination:*** *We prohibit coordinated inauthentic activity that artificially influences conversations or disrupts X.*
>
> ***Not Allowed***
>
> *Operating multiple accounts that interact with the same or substantially similar content or in order to inflate or manipulate the prominence of content and/or accounts by, for example, creating multiple accounts to:*
>
> - *"boost" trending topics or hashtags;*
> - *engage with the same posts, accounts, or polls;*
> - *misuse the mention/reply feature; and*
> - *amplify one of your own accounts by misusing engagement features.*
>
> *Operating multiple accounts that post substantially similar or identical content to one another by, for example, cross-posting:*
>
> - *content across multiple accounts (content that is cross-posted but localized into another language is permitted); and*
> - *similar or duplicate content to the same trending topics or hashtags. ...*

Inauthentic Behaviors

You may not engage in behaviors that manipulate X or artificially impact how content is discovered and amplified. This includes:

Content Spam: *You may not share or post content in a bulk, duplicative, irrelevant or unsolicited manner that disrupts people's experience.*

Not Allowed ...

- *repeatedly posting identical or nearly identical posts in a duplicative manner popularly known as "Copypasta"* ...

Engagement Spam: *We prohibit inauthentic use of X engagement features to artificially impact traffic or disrupt people's experience.*

Not Allowed

- *Trading, buying, selling (either through monetary or virtual compensation) or soliciting access of X accounts, including the temporary or permanent transfer or sales of accounts, username or X (e.g. "pay for affiliation" schemes) products;*
- *coordinating to exchange engagement in any X features, such as Likes, Polls, Replies, Reposts, Lists, Views, or Follows;*
- *coordinating with and/or compensating others to conduct account metric inflation in any X features, including Likes, Polls, Replies, Reposts, Lists, Views, or Follows; ...*
- *engaging with posts aggressively or through the use of automation to drive traffic or attention to accounts, websites, products, services, or initiatives;*
- *using or promoting third-party services to perform any of the transactions described in this policy.*"

10. The Platform Manipulation and Spam Policy (as it applied from time to time) is relied upon in full. It prohibited the Defendants from "*artificially inflat*[ing] [their] *own or others' followers or engagement*", using "*multiple accounts to engage with the same posts, accounts, or polls*", using "*multiple accounts to misuse the mention/reply feature*" and using "*multiple accounts to boost or amplify one of* [their] *own accounts by misusing engagement features (likes, reposts).*" Its terms include the following:

"***You may not use X's services in a manner intended to artificially amplify or suppress information or engage in behavior that manipulates or disrupts people's experience or platform manipulation defenses on X.***

We want X to be a place where people can make human connections, find reliable information, and express themselves freely and safely. To make that possible, we *do not allow spam or other types of platform manipulation. We define platform manipulation as using X to engage in bulk, aggressive, or deceptive activity that misleads others and/or disrupts their experience.*

Platform manipulation can take many forms and our rules are intended to address a wide range of prohibited behavior, including:

- *commercially-motivated spam, that typically aims to drive traffic or attention from a conversation on X to accounts, websites, products, services, or initiatives;*
- *inauthentic engagements, that attempt to make accounts or content appear more popular or active than they are;*
- *coordinated activity, that attempts to artificially influence conversations through the use of multiple accounts, fake accounts, automation and/or scripting;*
- *coordinated harmful activity that encourages or promotes behavior which violates Our Rules ...*

You can't artificially amplify or disrupt conversations through the use of multiple accounts or by coordinating with others to violate Our Rules. This includes:

- *operating multiple accounts that interact with the same or substantially similar content or X account(s) in order to inflate or manipulate the prominence of content and/or accounts; for example:*
  - *Do not create multiple accounts to "boost" trending topics or hashtags*
  - *Do not create multiple accounts to engage with the same posts, accounts, or polls*
  - *Do not create multiple accounts to misuse the mention/reply feature*
  - *Do not create multiple accounts to boost or amplify one of your own accounts by misusing engagement features (likes, reposts)*
- *operating multiple accounts that post substantially similar or identical content to one another; for example:*
  - *Do not cross-post content across multiple accounts;...*
  - *Do not cross-post similar or duplicate content to the same trending topics or hashtags*

You can't artificially inflate your own or others' followers or engagement. This includes:

- *selling/purchasing Post or account metric inflation – selling or purchasing followers or engagements (Reposts, Likes, mentions, X Poll votes);*

- *apps – using or promoting third-party services or apps that claim to add followers or add engagements to Posts;*
- *reciprocal inflation – trading or coordinating to exchange follows or Post engagements (including but not limited to participation in "follow trains," "decks," and "Repost for Repost" behavior); and*
- *account transfers or sales – selling, purchasing, trading, or offering the sale, purchase, or trade of X accounts, usernames, or temporary access to X accounts.*

Misuse of X product features

You can't misuse X product features to disrupt others' experience. This includes:

Posts and Direct Messages

- *sending bulk, aggressive, high-volume unsolicited replies, mentions, or Direct Messages;*
- *posting and deleting the same content repeatedly;*
- *repeatedly posting identical or nearly identical Posts...;*
- *repeatedly posting content or sending Direct Messages consisting of links shared without commentary...; and*
- *Posting an existing phrase or content in a duplicative manner, whether individually or in concert with other accounts. ...*

Engagement

- *aggressively or automatically engaging with Posts to drive traffic or attention to accounts, websites, products, services, or initiatives.*"

11. The Misleading and Deceptive Identities Policy (as it applied from time to time) is also relied on in full. It states that users may not "*pose as an existing person, group, or organization to mislead others about who [they] are or who [they] represent*" or "*use a fake identity to deceive others.*" It also includes the following:

> "***You may not misappropriate the identity of individuals, groups, or organizations or use a fake identity to deceive others.***
>
> *We want X to be a place where people can find authentic voices. While you are not required to display your real name or image on your profile, your account should not use false profile information to represent itself as a person or entity that is not affiliated with the account owner, such that it may mislead others who use X. ... You may not pose as someone who doesn't exist to mislead others about who you are or who you represent.*"

THE CREATOR REVENUE SHARING PROGRAMME

12. The Programme commenced on or around 28 July 2023, and was replaced with the Original Content Rewards programme on around 7 September 2026. The Programme was designed to give legitimate users on the X platform an opportunity to monetise the content they create by allocating them a portion of X's revenue based on the level of engagement their posts generate from other users. The Programme rewarded content creators on X with monetary payments if certain requirements were met.

13. To participate in the Programme, users must have met certain eligibility criteria (as published from time to time). Those criteria included the following:

    a. They held a subscription to X Premium, Premium Business, or Premium Organisations;

    b. Their posts on X must have generated cumulatively more than five million organic impressions in the past three months;

    c. They must have had more than 500 verified followers on the X platform;

    d. Their X account must have been compliant with the X User Agreement, including the Terms of Service, X's Rules and Policies, and all associated policies;

    e. They must agree to comply with the Creator Revenue Sharing Terms, the Creator Monetization Standards, and the Content Monetization Policies; and

    f. They must link their X account with X's payment processor, Stripe Inc. ("**Stripe**"), in order to receive payments.

14. Pursuant to clause 14 of the Creator Revenue Sharing Terms, the Claimants were entitled to modify the terms from time to time, and by continuing to participate in the Programme, users agreed to be bound by the modified terms. The Claimants rely upon the Creator Revenue Sharing Terms as applicable from time to time, including the versions dated 27 July 2023 and 22 May 2024 (when the terms were called the "Ads Revenue Sharing Terms"), and the versions dated 8 November 2024, 15 March 2025, and 1 August 2025.

15. The Creator Revenue Sharing Terms incorporated by reference the Creator Monetization Standards, Content Monetization Policies, the X Terms of Service, and X's Rules and Policies. The Claimants rely upon the Creator Revenue Sharing Terms in full and as they

applied from time to time.

16. Without prejudice thereto, the Claimants aver that the terms pleaded below, or materially similar terms, applied through the relevant period:

17. The Creator Revenue Sharing Terms included the following:

> "*In addition to these Terms, your participation in this Program is subject to the X Terms of Service, the X Privacy Policy, the X Rules and Policies, the Creator Monetization Standards, and all policies incorporated therein (collectively, the "X User Agreement").*"
>
> "[Clause 5] *If you are found to artificially inflate the number of views on your posts through promoted post, manual, automated, or other means, or manipulate the platform to alter the views on your posts, you will forfeit any amount due to you and you will be terminated from the Program. If at any point X finds content to be manipulated, including, for example using bots or other automated means, or artificially inflated, X reserves the right to adjust any future payments, or to suspend payment.*"
>
> "[Clause 7] *In addition, we reserve the right, in our sole discretion, to: suspend, remove or disable access to your account or cease providing you with all or part of the Program; remove you from the Program; and/or withhold, suspend, recoup or set-off revenue share payments (including any amount that may have been attributable to or from past or future account) if we believe you or your account is in breach or violation of these Terms, the X User Agreement or any applicable laws. We will have no liability for taking any of the above actions.*"
>
> "[Clause 11] *You represent and warrant that: ...(b) all of the information provided by you to X and/or the Payment Processor to enroll and participate in the Program is correct, accurate, complete and current at all times, [and] …(f) you will at all times adhere to the X User Agreement.*"

18. X's Creator Monetization Standards were included in the Creator Revenue Sharing Terms and stated as follows:

> "*All content on X is subject to the X's User Agreement, including the X Rules. As you seek to get paid from X for your content on the platform, remember that monetized content, like other content on X, must be in compliance with our rules on Safety, Authenticity, and Privacy.*
>
> *In addition, if you earn money or currency from X via any of our creator monetization products, you are subject to X's Creator Monetization Standards, which includes eligibility, content and conduct standards, as outlined on this page. These rules mitigate risk of harm to X and its customers, while ensuring that*

creators derive the utmost value from monetization features. ...

Conduct Standards

Creators participating in X's monetization products are prohibited from engaging in the following activity: ...

- ***Fraud and deception****: You must not mislead people into engaging with or compensating you, including deception about which people or what entities are receiving compensation associated with your account.*
- ***Platform manipulation and spam****: you must not engage in the type of behaviour that is prohibited by our platform manipulation and spam policy. This includes attempting to artificially inflate engagement or misuse X product features to disrupt others' experience.*"

19. X's Content Monetization Policies were included in the Creator Revenue Sharing Terms and stated as follows:

"*This policy applies to monetization on X and X's paid advertising products.*

Rules for Content Monetization

- *All content on X must comply with the X Rules.*
- *Creators and Publishers must also adhere to our Creator Monetization Standards and Amplify Publisher Rules.*

Prohibited

The following behaviors and content types are not eligible for monetization. ...

Engagement Practices

Tactics that incentivize users to interact with content in artificial ways. Please also refer to The X Rules: Authenticity Policy

- *Engagement bait*
- *Unoriginal or recycled content*"

THE DEFENDANTS' ENROLMENT IN THE PROGRAMME

20. Between 11 August 2023 and 7 February 2026 the Defendants, individually and/or in combination, enrolled in the Programme and agreed to be bound by all of the foregoing Terms and Policies, including through the following X accounts and the associated Stripe payment accounts ("**the Accounts**"):

User ID	Current Username	Date First Enrolled	Associated Stripe Account Name
851277718368829443	@Vivek4real_	11 August 2023	Vivek Kumar Sen
1605310254085980161	@Bitcoin_Teddy	2 March 2024	Stefan Mann, Vivek Kumar Sen
1345111222916562944	@saylordocs	12 December 2024	Vivek Kumar Sen
1919644382916956160	@TrendingBitcoin	10 June 2025	Zamyang Sherpa
1926964014807937024	@Kalshibacktest	10 August 2025	Zamyang Sherpa
1333823429041074181	@PolyBackTest	7 February 2026	Zamyang Sherpa

THE DEFENDANTS' MISCONDUCT

21. The Defendants, individually and/or in combination:

(a) Operated the Accounts as a single coordinated network for the purpose of manipulating engagement metrics to generate payouts from the Programme to which they were not entitled;

(b) Conspired and created a complex web of financial accounts to avoid detection while engaging in the coordinated revenue share fraud;

(c) Fraudulently obtained payouts in excess of £207,000 from the Programme by manufacturing the appearance of genuine content engagement;

(d) Operated the Accounts to repeatedly like, repost, and artificially engage with each other's content to create a false appearance of genuine, human communication and interaction, which increased the Defendants' share of payouts from the Programme;

(e) Operated the Accounts to post substantially similar or identical content to one another, including near-duplicate posts published within seconds of each other across the Accounts;

(f) Deceived the Second Claimant into compensating them on the basis of artificially generated engagement, including in circumstances where they knew they had no legitimate entitlement to such compensation; and

(g) Attempted to evade X's enforcement mechanisms by operating across multiple accounts such that, if one Account were suspended or restricted, the remaining Accounts in the network would continue to generate payments.

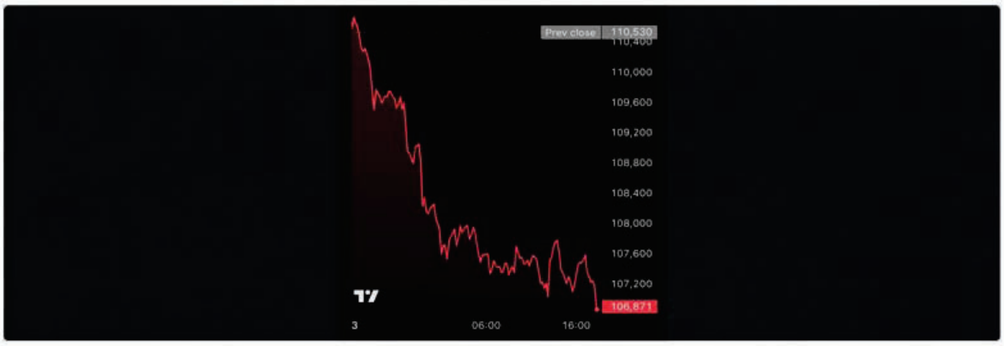
22. Without prejudice to the generality of the above, and by way of example, the Claimants rely upon the following examples:

(a) On 10 October 2025, two of the Accounts (@TrendingBitcoin and @saylordocs) posted identical posts within a two-minute period, posting the same phrase and image, in a duplicative and coordinated manner, to artificially inflate their engagement:

(b) On 3 November 2025, four of the Accounts (@TrendingBitcoin, @Kalshibacktest, @Bitcoin_Teddy and @saylordocs) posted identical content to those at paragraph

22(a) above within minutes of each other, posting the same phrase and image, in a duplicative and coordinated manner, to artificially inflate their engagement:

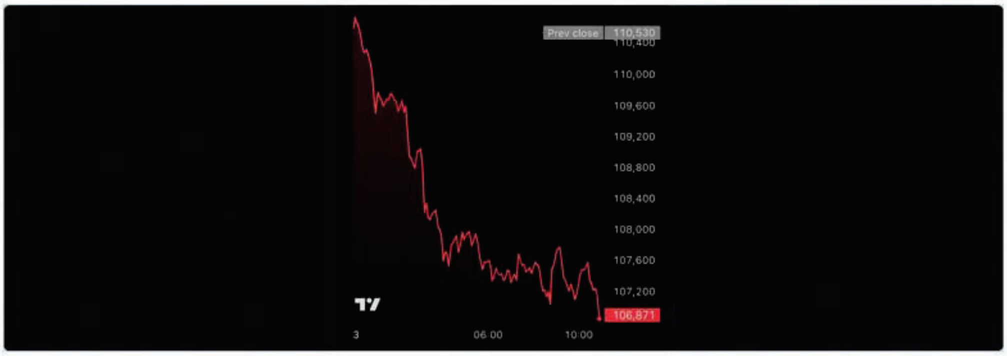
Trending Bitcoin @TrendingBitcoin · Nov 3, 2025
Like, if you are not selling #Bitcoin https://twitter.com/BitcoinNews21M/status/1985303550348382636/photo/1



14 Replies · **8** Retweets · **63** Likes · **0** Quotes

2025-11-03 11:10 · 1985303550348382636 · Twitter for iPhone

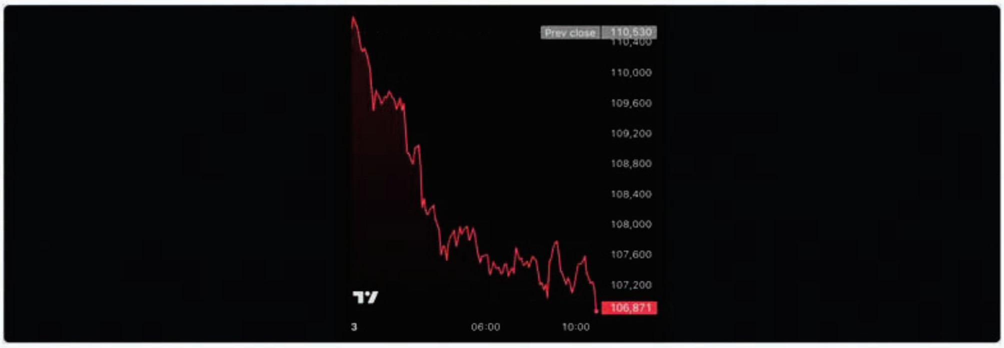
Kalshibacktest @Kalshibacktest · Nov 3, 2025
Like, if you are not selling #Bitcoin https://twitter.com/UTXOTimes/status/1985304177208070654/photo/1



3 Replies · **2** Retweets · **13** Likes · **0** Quotes

2025-11-03 11:12 · 1985304177208070654 · Twitter for iPhone

Teddy - PolyBackTest.com @Bitcoin_Teddy · Nov 3, 2025
Like, if you are not selling #Bitcoin https://twitter.com/Bitcoin_Teddy/status/1985305090534649864/photo/1



9 Replies · **6** Retweets · **97** Likes · **0** Quotes

2025-11-03 11:16 · 1985305090534649864 · Twitter Web App

(c) On 13 August 2026, three of the Accounts (@Vivek4real_, @saylordocs and @Bitcoin_Teddy) replied to the same post by the X account @subahwadhwani, within 31 seconds:

(d) On 20 April 2026, two of the Accounts (@saylordocs and @PolyBackTest) posted identical content within minutes of each other, in a duplicative and coordinated manner, to artificially inflate their engagement:

Documenting Saylor @saylordocs · Apr 20
Michael Saylor: "The idea that you can buy Bitcoin at $80,000 is a joke."

"By the time your banker recommends it, it'll cost you $10 million."

"It's at a 99% discount." https://twitter.com/saylordocs/status/2046424938177802313/video/1

38 Replies · **61** Retweets · **695** Likes · **1** Quotes

2026-04-21 03:05 · 2046424938177802313 · Twitter Web App

PolyBackTest @PolyBackTest · Apr 20
MICHAEL SAYLOR: "The idea that you can buy Bitcoin at $80,000 is a joke."

"By the time your banker recommends it, it'll cost you $10 million."

"It's at a 99% discount." https://twitter.com/BitcoinSapiens/status/2046424181823152224/video/1

11 Replies · **35** Retweets · **307** Likes · **1** Quotes

2026-04-21 03:02 · 2046424181823152224 · Twitter Web App

(e) On 23 July, 26 July, and 3 August 2026, three of the Accounts (@TrendingBitcoin, @Vivek4real_ and @Bitcoin_Teddy) posted the same content within minutes of one another.

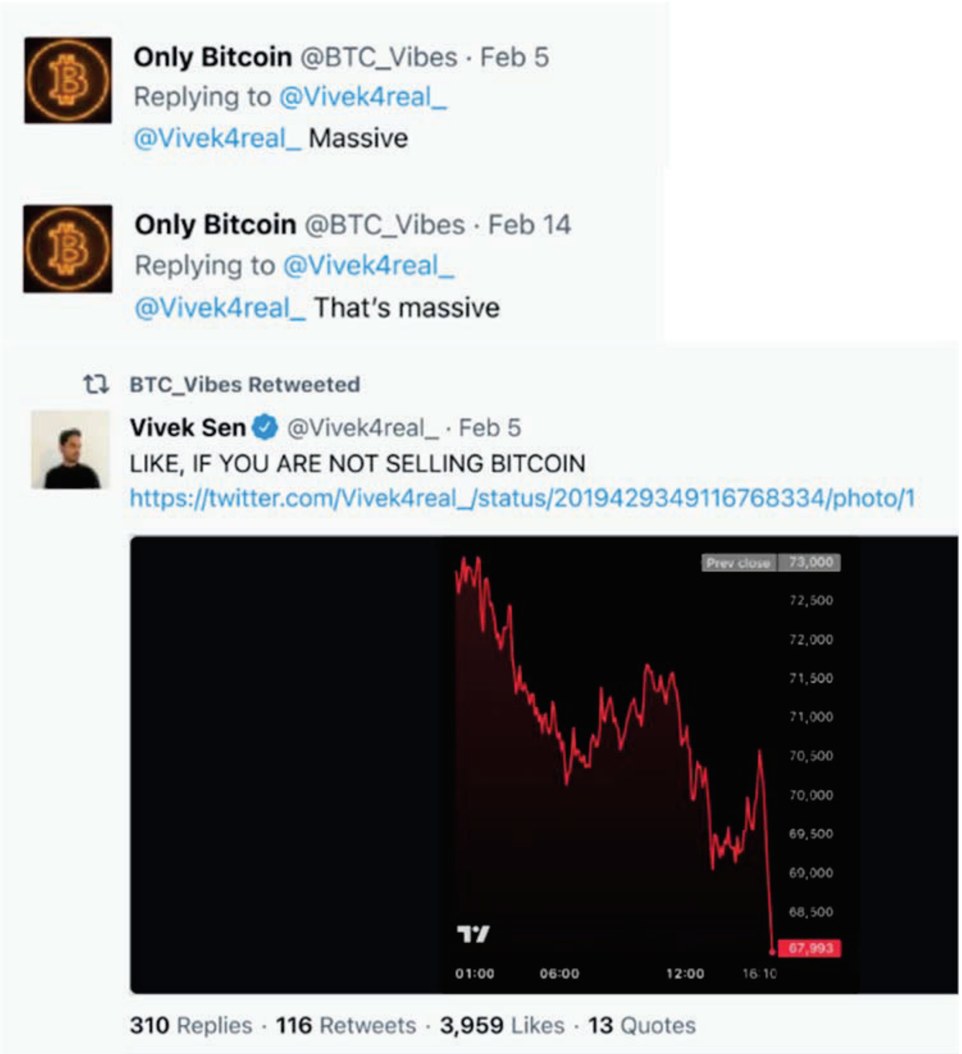
(f) On 5 August 2026, two of the Accounts (@TrendingBitcoin and @Vivek4real_) posted the same content within minutes of each other.

(g) On 5 August 2026, two of the Accounts (@Vivek4real_ and @TrendingBitcoin) posted substantively similar content within 11 seconds of each other.

Screenshots of the posts referred to at sub-paragraphs (e) to (g) are included in **Schedule 1**.

23. In addition, the Defendants operated other X accounts as part of the conspiracy, including with handles such as @BTC_Vibes, @MrSuperBitcoin, and @Laserlump that repeatedly

liked, replied, and reposted the Defendants' content to manufacture the false appearance of genuine user engagement, and to obtain payouts from the Programme to which they were not entitled. Only a few examples are reproduced below:



24. Screenshots of posts and content referred to at paragraph 23 are included in **Schedule 2**. The Claimants will rely upon further incidences and additional accounts upon further investigation, evidence and disclosure.

25. Through the use of the @Vivek4real_ account, the First Defendant sought to expand the scheme by providing paid engagement manipulation services to third parties and by soliciting the acquisition of additional high-follower accounts, including as set out at paragraph 29(h) below.

26. On 18 August 2026, X suspended the Defendants' accounts for coordinated revenue sharing fraud and platform manipulation.

DECEIT

27. The Defendants' conduct constituted express and/or implied representations that:

(a) Each Account fulfilled the criteria for eligibility to receive payouts under the Programme;

(b) Each Account was the account of a legitimate content creator entitled to payment under the Programme;

(c) The posts published by each Account were authentic, original content;

(d) The engagement on the Accounts consisted of genuine, human communication and interaction by independent users operating in accordance with the User Agreement;

(e) Each Account was operated or controlled by the natural person whose information was provided on the Stripe account that was linked to receive payments under the Programme; and

(f) Each Account was operated or controlled by unconnected, independent users

("**the Representations**").

28. The Representations were false.

PARTICULARS OF FALSITY

The Claimants rely on the following:

(a) The Accounts did not comply with the criteria for eligibility to receive payouts under the Programme. In particular, they were not compliant with the X User Agreement, including the X Terms of Service, X's Rules and Policies, the Creator Revenue Sharing Terms, Creator Monetization Standards, and Content Monetization Policies.

(b) At least some of the organic impressions and followers on the Accounts were generated inauthentically by the Defendants or on their behalf.

(c) The Defendants (and each of them) and the Accounts (and each of them) were connected and published content that was coordinated to lead to eligible impressions being recorded and therefore payments made.

(d) The impressions recorded were manipulated by the actions of the Defendants set out above.

(e) The content published by the Defendants was inauthentic, unoriginal and coordinated content designed to generate eligible impressions that would result in payments. But for that conduct, the Second Claimant would not have made the payments to the Defendants and would have terminated the Accounts.

(f) The Defendants, individually or jointly, provided the Claimants with false account holder names for the Stripe accounts associated with the Accounts and/or operated Accounts using Stripe accounts that were registered with names other than the names of the First and/or Second Defendant.

(i) The Stripe account associated with the @Bitcoin_Teddy account is registered in the name of "Stefan Mann". However, the bank account associated with that account, and through which payments were made, is held in the name of the First Defendant ("vivek kumar sen"). Further, the email address associated with that account is abinavsen006@gmail.com, which is an email address linked to the First Defendant.

(ii) The First Defendant is associated with Stripe accounts that were linked to receive payments in the name of the Second Defendant. The Stripe account associated with the @PolyBackTest account, and the bank account associated with that Stripe account, were in the name of the Second Defendant. However, the email address provided was vivekkumarsen4real@gmail.com, which is an email address linked to the First Defendant.

(g) The Defendants, individually or jointly, provided false residential addresses or addresses designed to conceal the link to the Defendants for some or all Accounts:

(i) The First and Second Defendants are resident in Preston, Lancashire.

(ii) In respect of the @saylordocs account, the First Defendant paid for the associated X Premium subscription by using a debit card in which he provided his billing address as 728 Chrysler Avenue, Newark, Delaware, 19711, United States of America.

(iii) In respect of the @TrendingBitcoin account, the X Premium subscription was paid for with another debit card registered in the name of the First Defendant with the billing address as 100 McMullen Circle, Bear, Delaware, 19701, United States of America. However, the Stripe account used to pay for that subscription was registered in the name of the Second Defendant. The monthly X Premium subscription was also paid for using a debit card in the name of the Second Defendant, but the billing email provided for the payment was vsviveksen4real@gmail.com, which is an email address linked to the First Defendant.

29. The Defendants and each of them knew that the Representations were false.

PARTICULARS OF KNOWLEDGE

The Representations were made by the Defendants dishonestly who knew, or were reckless as to whether, they were false. Pending evidence and disclosure, the Claimants rely on the following:

(a) The Defendants received payments in respect of the Accounts;

(b) The First Defendant was the named account holder for the financial accounts that received payments associated with @saylordocs, @Vivek4real, and @Bitcoin_Teddy;

(c) The Second Defendant was the named account holder for the financial accounts that received payments associated with @PolyBackTest, @TrendingBitcoin and @Kalshibacktest;

(d) The First and/or Second and/or Third Defendants provided the false and/or misleading details on the Stripe accounts associated with the Accounts;

(e) The First and/or Second and/or Third Defendants made or caused to be made the engagement on the Accounts that caused the payments from the Programme;

(f) In addition to using overlapping financial accounts and identifying information via Stripe, the Accounts were connected via the use of the same devices, software clients and other identifying information, including the same universally unique identifiers, device tokens, and cookies;

(g) The purpose, motivation for, and effect of the Representations was to cause the Second

Claimant to make the payments and to evade the Claimants' enforcement mechanisms by operating across multiple accounts such that, if one account were suspended or restricted, the remaining accounts in the network would continue to generate payments;

(h) On 18 December 2025, the First Defendant engaged with a third party in an attempt to purchase that third party's account. He wrote "*Can we continue on another channel, please as you haven't enabled encrypted chat and I don't want us to get in trouble for something X doesn't allow. If you can understand what I mean.*"

30. As a result of the Representations, the Second Claimant was induced to make payments to the First and/or Second and/or Third Defendants as follows:

User ID	**Current Handle**	**Amount Paid**	**Paid To**
851277718368829443	@Vivek4real_	£74,332.44	Vivek Kumar Sen
1605310254085980161	@Bitcoin_Teddy	€58,257.48 (equating to approximately £50,065)	Vivek Kumar Sen
1605310254085980161	@Bitcoin_Teddy	₲3,916,908 PYG (equating to approximately £411.28 as of the last date of payment on 8 July 2024)	Stefan Mann
1345111222916562944	@saylordocs	£49,441.91	Vivek Kumar Sen
1919644382916956160	@TrendingBitcoin	£22,938.35	Zamyang Sherpa
1926964014807937024	@Kalshibacktest	£3,490.71	Zamyang Sherpa
1333823429041074181	@PolyBackTest	£6,705.25	Zamyang Sherpa

CONSTRUCTIVE TRUST

31. The First and/or Second and/or Third Defendants hold the payments and/or the followed and/or traceable proceeds ("**the Funds**") on constructive trust for the Second Claimant by reason of their receipt of the payments with knowledge of the matters pleaded above.

32. The Second Claimant asserts a proprietary claim to the Funds and/or, insofar as the Defendants have transferred the Funds to third parties, to equitable compensation for

breach of constructive trust.

UNLAWFUL MEANS CONSPIRACY

33. Further, the Defendants and each of them are liable in unlawful means conspiracy.

34. For the reasons set out above, the Defendants individually or jointly dishonestly made the Representations to the Claimants with the intention of inducing the Second Claimant, and in fact inducing it, to make the payments.

35. Further, it is to be inferred from the interconnectedness pleaded above that the Defendants acted pursuant to an agreement and/or in combination to make the false Representations for direct and/or indirect financial gain and/or other personal benefit, and in circumstances where the Defendants retaining of any benefit would be unconscionable.

KNOWING RECEIPT

36. If, contrary to the Claimants' primary case, the First and/or Second and/or Third Defendants are not all liable in deceit but only some of them, insofar as those Defendants received the payments directly from the Second Claimant they did so with knowledge of the circumstances which would have given, or did give, rise to a constructive trust if the payments had been received by the individuals making the dishonest Representations.

BREACH OF CONTRACT

37. For the reasons set out above, the First and/or Second and/or Third Defendants breached the X User Agreement, including the X Terms of Service, X's Rules and Policies, the Creator Revenue Sharing Terms, Creator Monetization Standards, and Content Monetization Policies.

UNJUST ENRICHMENT

38. For the reasons set out above, the First and/or Second and/or Third Defendants have been enriched at the Claimants' expense by receiving the payments by reason of the Representations and/or a total failure of consideration.

LOSS AND DAMAGE

39. As a result of the wrongdoing set out above, the Claimants have suffered loss and

damage. Beyond this, the Defendants' conduct has harmed X's reputation and customer relationships by introducing low-quality content to the platform and disincentivizing participation in the Programme. The following is the best estimate of the loss and damage that the Claimants can currently provide pending further investigation, evidence and disclosure.

PARTICULARS OF LOSS

Item of Loss	Amount
Payments made under the Creator Revenue Sharing Programme	Not less than **£207,384.**
Costs incurred investigating, analysis, remediating and taking action to prevent further wrongdoing	Not presently known, but expected to be a figure of not less than **£75,000**.

INTEREST

40. The Claimants claim interest at such rates for such periods as the Court thinks fit pursuant to section 35A of the Senior Courts Act 1981.

AND THE CLAIMANTS CLAIM:

(1) Delivery up of the payments or Funds;
(2) Damages for deceit and/or unlawful means conspiracy and/or breach of contract;
(3) Equitable compensation arising out of breach of constructive and/or knowing receipt;
(4) Restitutionary compensation for unjust enrichment;
(5) Interest pursuant to section 35A of the Senior Courts Act 1981;
(6) Costs;
(7) Further or other relief.

LEWIS SILKIN LLP

17 September 2026

Statement of truth

The First Claimant believes that the facts stated in these particulars of claim are true. The First Claimant understands that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

Assinado por:
Diego de Lima Gualda
Signed: C5AFE4D947314F2...

Name: Diego de Lima Gualda

Position: Senior Director, Legal

The Second Claimant believes that the facts stated in these particulars of claim are true. The Second Claimant understands that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

Signed by:
Adam Mehes
Signed: 3C9C807CC7154E8...

Name: Adam Mehes

Position: Senior Director, Legal

Annex A

User ID	Current Username
851277718368829443	@Vivek4real_
1605310254085980161	@Bitcoin_Teddy
1345111222916562944	@saylordocs
1919644382916956160	@TrendingBitcoin
1926964014807937024	@Kalshibacktest
1333823429041074181	@PolyBackTest
1933865329400438785	@BTC_Vibes
1759198099963011072	@MrSuperBitcoin
1977393816836390916	@Laserlump

Schedule 1

(e) On 23 July, 26 July, and 3 August 2026, three of the Accounts (@TrendingBitcoin, @Vivek4real_ and @Bitcoin_Teddy) posted the same content within minutes of one another:

Trending Bitcoin @TrendingBitcoin · Jul 23
BREAKING: 🇺🇸 $3 TRILLION GOLDMAN SACHS CEO JUST URGED THE U.S TO PASS BITCOIN AND CRYPTO MARKET STRUCTURE BILL IMMEDIATELY

"I'M VERY SUPPORTIVE OF MOVING THIS BILL FORWARD"

"WE MUST HAVE MARKET STRUCTURE IN PLACE"

Vivek Sen @Vivek4real_ · Jul 23
BREAKING: 🇺🇸 $3 TRILLION GOLDMAN SACHS CEO JUST URGED THE USA TO PASS THE CRYPTO MARKET STRUCTURE BILL ASAP

"I'M VERY SUPPORTIVE OF MOVING THIS BILL FORWARD"

"WE MUST HAVE MARKET STRUCTURE IN PLACE"

Teddy - PolyBackTest.com @Bitcoin_Teddy · Jul 26
You can now backtest your Polymarket and Kalshi trading strategies for free.

- API
- No Code Strategy Builder
- AI Strategy Builder
- Entire orderbook depth and liquidity with sub-second snapshots
- And much more.

Over 2 months of Bitcoin and crypto Up/Down markets already recorded.

Trending Bitcoin @TrendingBitcoin · Jul 26
You can now backtest your Polymarket and Kalshi trading strategies for free.

- API
- No Code Strategy Builder
- AI Strategy Builder
- Entire orderbook depth and liquidity with sub-second snapshots
- And much more.

Over 2 months of Bitcoin and crypto Up/Down markets already recorded.

Vivek Sen @Vivek4real_ · Aug 3
BREAKING: MICHAEL SAYLOR'S STRATEGY JUST SOLD $102,000,000 WORTH OF BITCOIN.

Trending Bitcoin @TrendingBitcoin · Aug 3
BREAKING: MICHAEL SAYLOR'S STRATEGY JUST SOLD $102,000,000 WORTH OF BITCOIN

(f) On 5 August 2026, two of the Accounts (@TrendingBitcoin and @Vivek4real_) posted the same content within minutes of each other:

Trending Bitcoin @TrendingBitcoin · Aug 5
BREAKING: 🇺🇸 $2 TRILLION CITI BANK JUST ANNOUNCED BUYING $12.6 MILLION WORTH OF BITCOIN

THE WORLD'S LARGEST FINANCIAL INSTITUTIONS ARE ACCUMULATING.

IT'S POSITIONING. 🔥 hthttps://twitter.com/TrendingBitcoin/status/2084973685832925667/photo/1

Vivek Sen @Vivek4real_ · Aug 5
BREAKING: 🇺🇸 $2 TRILLION CITI BANK JUST ANNOUNCED BUYING $12,600,000 WORTH OF BITCOIN

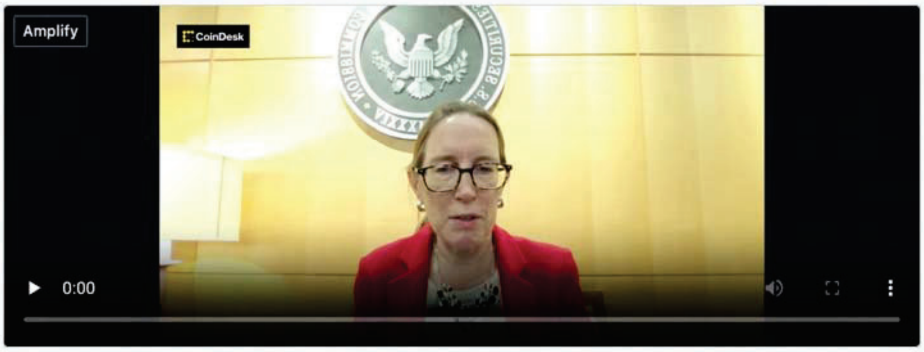
EVERY MAJOR BANK IS NOW BUYING BITCOIN

THEY KNOW WHAT'S COMING 🚀 hthttps://twitter.com/Vivek4real_/status/2084972535951897007/photo/1

(g) On 5 August 2026, two of the Accounts (@Vivek4real_ and @TrendingBitcoin) posted substantively similar content within 11 seconds of each other:

Vivek Sen @Vivek4real_ · Aug 5
BREAKING: 🇺🇸 SEC COMMISSIONER PIERCE JUST ANNOUNCED THE SENATE WILL PASS CRYPTO CLARITY ACT WITHIN THE NEXT 7 DAYS

IT'S FINALLY HAPPENING 🔥 hthttps://twitter.com/Vivek4real_/status/2084909461895037152/video/1



131 Replies · **219** Retweets · **1,530** Likes · **21** Quotes

2026-08-05 07:48 · 2084909461895037152 · Twitter for iPhone · iOS 26.5.2 · Via Htl

Trending Bitcoin @TrendingBitcoin · Aug 5
BREAKING: 🇺🇸 US SEC COMMISSIONER PIERCE JUST ANNOUNCED THE SENATE WILL PASS THE BITCOIN CLARITY ACT THIS WEEK

"I'M STILL OPTIMISTIC THAT THE BILL WILL GET FINISHED"

"BUT EVEN IF IT DOESN'T PASS. WE CAN DO A LOT"

AMERICA IS MOVING TOWARD CLEAR CRYPTO RULES.

BULLISH. 🔥 hthttps://twitter.com/TrendingBitcoin/status/2084909414906208434/video/1

20 Replies · **56** Retweets · **316** Likes · **3** Quotes

2026-08-05 07:48 · 2084909414906208434 · Twitter Web App · Chrome 151, Windows 10 · Via Htl · @Ladoojee25

Schedule 2

Posts referred to in paragraph 23.

Only Bitcoin @BTC_Vibes · Feb 2
Replying to @saylordocs
@saylordocs It's coming

Only Bitcoin @BTC_Vibes · Feb 19
Replying to @Vivek4real_
@Vivek4real_ Coming

Only Bitcoin @BTC_Vibes · Feb 4
Replying to @Vivek4real_
@Vivek4real_ Bullish btc

Only Bitcoin @BTC_Vibes · Feb 4
Replying to @Vivek4real_
@Vivek4real_ Bullish always guys

Only Bitcoin @BTC_Vibes · Feb 6
Replying to @Vivek4real_
@Vivek4real_ Sounds bullish for me

Only Bitcoin @BTC_Vibes · Feb 8
Replying to @Vivek4real_
@Vivek4real_ Bullish

Only Bitcoin @BTC_Vibes · Feb 14
Replying to @Vivek4real_
@Vivek4real_ Bullish

BTC_Vibes Retweeted
Vivek Sen @Vivek4real_ · Feb 15
BITCOIN JUST HIT 5-YEAR PRICE SUPPORT.

LAST TIME THIS HAPPENED, BITCOIN WENT UP 650%

TIGHTEN YOUR SEATBELTS 🚀

Only Bitcoin @BTC_Vibes · Feb 3
Replying to @Vivek4real_
@Vivek4real_ Capital flows gonna be wild

Only Bitcoin @BTC_Vibes · Feb 5
Replying to @Vivek4real_
@Vivek4real_ 💥 boom

BTC_Vibes Retweeted
Documenting Saylor @saylordocs · Feb 4
SELL BITCOIN FOR WHAT???

FIAT?

NO FKNG WAY!! https://twitter.com/saylordocs/status/2019265047244292341/photo/1

119 Replies · **24** Retweets · **313** Likes · **2** Quotes

BTC_Vibes Retweeted
Vivek Sen @Vivek4real_ · Feb 5
LIKE, IF YOU ARE NOT SELLING BITCOIN
https://twitter.com/Vivek4real_/status/2019429349116768334/photo/1

310 Replies · **116** Retweets · **3,959** Likes · **13** Quotes

Only Bitcoin @BTC_Vibes · Feb 5
Replying to @saylordocs
@saylordocs Big dip

Only Bitcoin @BTC_Vibes · Feb 4
Replying to @saylordocs
@saylordocs Absolutely not 💯

BTC_Vibes Retweeted
Documenting Saylor @saylordocs · Feb 5
Sell Silver at $75

Sell Gold at $4900

Buy Bitcoin at $70,000

Trade of the decade.

59 Replies · **19** Retweets · **427** Likes · **4** Quotes

BTC_Vibes Retweeted
Vivek Sen @Vivek4real_ · Feb 5
🇺🇸 PRESIDENT TRUMP SAID BITCOIN AND CRYPTO WILL SKYROCKET LIKE NEVER BEFORE.

IT'S HAPPENING hthttps://twitter.com/Vivek4real_/status/2019434673609572485/photo/1

Only Bitcoin @BTC_Vibes · Feb 5
Replying to @Vivek4real_
@Vivek4real_ Buy buy

Only Bitcoin @BTC_Vibes · Feb 4
Replying to @saylordocs
@saylordocs Yes

Only Bitcoin @BTC_Vibes · Feb 5
Replying to @Vivek4real_
@Vivek4real_ Yes 🙌

Only Bitcoin @BTC_Vibes · Feb 5
Replying to @saylordocs
@saylordocs True

Only Bitcoin @BTC_Vibes · Feb 6
Replying to @saylordocs
@saylordocs True

Only Bitcoin @BTC_Vibes · Feb 5
Replying to @Vivek4real_
@Vivek4real_ Verryy true

Only Bitcoin @BTC_Vibes · Feb 16
Replying to @Vivek4real_
@Vivek4real_ Very true

BTC_Vibes Retweeted
Documenting Saylor @saylordocs · Feb 5
BIG BREAKING: MICHAEL SAYLOR JUST ANNOUNCED STRATEGY WILL LAUNCH A GLOBAL EFFORT TO UPGRADE BITCOIN FOR QUANTUM.

WHAT A MOVE 🔥 hhttps://twitter.com/saylordocs/status/2019632141706096775/video/1

Only Bitcoin @BTC_Vibes · Feb 5
Replying to @saylordocs
@saylordocs Let's goo legend

Only Bitcoin @BTC_Vibes · Feb 11
Replying to @Vivek4real_
@Vivek4real_ Legend

Only Bitcoin @BTC_Vibes · Feb 18
Replying to @Vivek4real_
@Vivek4real_ What a legend

BTC_Vibes Retweeted
Vivek Sen @Vivek4real_ · Feb 5
BITCOIN WEEKLY RSI JUST HIT ONE OF THE LOWEST LEVELS EVER IN HISTORY.

LAST TIME BITCOIN WENT UP 600% WHEN THIS HAPPENED.

TIGHTEN YOUR SEATBELTS 🚀

BTC_Vibes Retweeted
Vivek Sen @Vivek4real_ · Feb 15
BITCOIN JUST HIT 5-YEAR PRICE SUPPORT.

LAST TIME THIS HAPPENED, BITCOIN WENT UP 650%

TIGHTEN YOUR SEATBELTS 🚀

BTC_Vibes Retweeted

Vivek Sen @Vivek4real_ · Feb 5

WHILE YOU ARE SCARED, BINANCE JUST BOUGHT $233,000,000 WORTH OF BITCOIN MORE FOR THEIR RESERVE

THEY KNOW SOMETHING 🚀

BTC_Vibes Retweeted

Vivek Sen @Vivek4real_ · Feb 13

WHILE YOU ARE SCARED, THE UAE NOW OWNS OVER $900,000,000 WORTH OF BITCOIN

OIL MONEY IS BUYING THE DIP

Only Bitcoin @BTC_Vibes · Feb 5

Replying to @Vivek4real_

@Vivek4real_ Massive

Only Bitcoin @BTC_Vibes · Feb 14

Replying to @Vivek4real_

@Vivek4real_ That's massive

BTC_Vibes Retweeted

Vivek Sen @Vivek4real_ · Feb 6

🇺🇸 CATHIE WOOD SAID LIVE ON CNBC THAT BITCOIN BOTTOM IS IN AND THAT IT IS ABOUT TO GO PARABOLIC

LET'S GO 🚀 hthttps://twitter.com/Vivek4real_/status/2019700382822543487/video/1

BTC_Vibes Retweeted

Vivek Sen @Vivek4real_ · Feb 14

🇺🇸 CATHIE WOOD URGED EVERYONE TO SELL THEIR GOLD AND BUY BITCOIN BEFORE IT HITS $1,500,000

"I WOULD SHIFT FROM GOLD TO BTC"

BTC_Vibes Retweeted

Vivek Sen @Vivek4real_ · Feb 11

TOM LEE JUST SAID LIVE ON CNBC THAT BITCOIN AND CRYPTO BOTTOM IS IN AND ITS ABOUT TO GO PARABOLIC NOW 🚀

Only Bitcoin @BTC_Vibes · Feb 7

Replying to @Vivek4real_

@Vivek4real_ Interesting

Only Bitcoin @BTC_Vibes · Feb 10
Replying to @Vivek4real_
@Vivek4real_ Microstrategy

BTC_Vibes Retweeted

Teddy - PolyBackTest.com @Bitcoin_Teddy · Feb 8
Bitcoin is at $70,750

If you want to buy on Coinbase, they charge $71,450.
If you want to sell, it's $68,700.

BTC_Vibes Retweeted

PolyBackTest @PolyBackTest · Feb 8
Hot take:

15k to 125k is about the same move as 125k to 1M.

Be more bullish. https://twitter.com/BitcoinSapiens/status/2020468150966628701/photo/1

BTC_Vibes Retweeted

Documenting Saylor @saylordocs · Feb 6
Pay Rent ❌

Buy Bitcoin ✅ https://twitter.com/saylordocs/status/2020019452373528762/video/1

Only Bitcoin @BTC_Vibes · Feb 16
Replying to @Vivek4real_
@Vivek4real_ @grok bitcoin is the solution?

Only Bitcoin @BTC_Vibes · Feb 6
Replying to @Vivek4real_
@Vivek4real_ Lets goo guys

Only Bitcoin @BTC_Vibes · Feb 13
Replying to @Vivek4real_
@Vivek4real_ Let's goo btc

Only Bitcoin @BTC_Vibes · Feb 15
Replying to @Vivek4real_
@Vivek4real_ Let's goo people

Only Bitcoin @BTC_Vibes · Feb 17
Replying to @Vivek4real_
@Vivek4real_ Let's goo btc

⚡**SuperBitcoin**⚡ @MrSuperBitcoin · Oct 31, 2025
Only #Bitcoin can save the USA 🇺🇸
Watch this video and buy Bitcoin to opt-out.
hthttps://twitter.com/MrSuperBitcoin/status/1984375917393953225/video/1

Laserlump @Laserlump · Oct 20, 2025
Replying to @MrSuperBitcoin
@MrSuperBitcoin 💪🏼

Laserlump @Laserlump · Oct 20, 2025
Replying to @MrSuperBitcoin
@MrSuperBitcoin Awesome 😁

Laserlump @Laserlump · Oct 16, 2025
Replying to @MrSuperBitcoin
@MrBitcoinix Bitcoin is king 🧡

Laserlump Retweeted
⚡**SuperBitcoin**⚡ @MrSuperBitcoin · Oct 19, 2025
Coinbase CEO Brian Armstrong predicts Bitcoin will reach $1,000,000 by 2030.
https://twitter.com/MrSuperBitcoin/status/1979867964481442152/video/1