










[Print this page](#)

- [Customer and Partner Agreements](#) 
- [Country Specific Disclosures](#) 
- [Privacy](#) 
- [Mobile Application Terms](#) 
- [Supplier Agreements](#) 
- [Intellectual Property](#) 
- [Resources for Law Enforcement](#) 
- [Civil Requests](#) 
- [Code of Conduct & Ethics Hotline](#) 
- [Digital Promotions General Rules](#) 
- [Customer Research and User Experience](#) 

## Twilio Terms of Service

***THIS VERSION OF THE TWILIO TERMS OF SERVICE IS NO LONGER IN EFFECT. THE CURRENT VERSION OF THE TWILIO TERMS OF SERVICE IS AVAILABLE [HERE](#).***

**Last Updated:** November 12, 2024



*These Terms of Service are effective on November 12, 2024, if you created your account or accepted or otherwise agreed to them on or after November 12, 2024.*

*These Terms of Service are effective on December 19, 2024, if you created your account or accepted or otherwise agreed to a previous version of these Terms of Service prior to November 12, 2024.*

*Please read our [online notice](#), which explains the changes to these Terms of Service and our other legal terms and conditions in more detail.*

*The most recent prior version of these Terms of Service is available [here](#).*

## Table of Contents

1. Definitions
2. Services
3. Fees and Payment Terms
4. Ownership, Customer Data, and Confidentiality
5. Representations, Warranties, and Disclaimer
6. Mutual Indemnification
7. Limitation of Liability
8. Term, Termination, and Survival
9. General
10. Additional Terms

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*It is important that you review and understand these terms before using our services. If you do not agree to these terms, you should not agree to them, create an account, or use our services. Only the terms to the right are legally binding.*

*Our services are generally intended for business or professional use only.*

*If you have a separate agreement with us for the use of our services, these terms will not apply to you. However, these terms will apply if any services you use are not covered under that separate agreement.*

*These terms are effective on the date you accept them. This includes any additional terms that are*



COOKIE PREFERENCES

*terms and available at hyperlinks and any order forms that you may execute with*

Twilio. The Twilio entity that is entering into these terms depends on where your business entity is registered. Please see the table below for more information.

PLEASE REVIEW THESE TWILIO TERMS OF SERVICE CAREFULLY. ONCE ACCEPTED, THESE TWILIO TERMS OF SERVICE BECOME A BINDING LEGAL COMMITMENT BETWEEN YOU AND TWILIO. ONLY THE TERMS IN THIS RIGHT COLUMN ARE LEGALLY BINDING. THE EXPLANATIONS IN THE COLUMN TO THE LEFT ARE FOR INFORMATIONAL PURPOSES ONLY AND NON-BINDING. IF YOU DO NOT AGREE TO THESE TWILIO TERMS OF SERVICE, YOU SHOULD NOT ACCEPT THEM, CREATE AN ACCOUNT, OR USE THE SERVICES (AS DEFINED IN SECTION 1 (DEFINITIONS) BELOW).

THE SERVICES ARE INTENDED FOR BUSINESS USE OR USE IN CONNECTION WITH AN INDIVIDUAL'S TRADE, CRAFT, OR PROFESSION ONLY.

If you have a separate written agreement with Twilio for your use of the Services, these Twilio Terms of Service will not apply to you, unless that written agreement does not cover a particular Service, in which case, these Twilio Terms of Service apply solely to your use of that particular Service.

These Twilio Terms of Service ("**Agreement**") set forth the terms for your use of the Services and are effective as of the date you accept or otherwise agree to the terms of this Agreement ("**Effective Date**"). This Agreement consists of these Twilio Terms of Service, terms referenced in these Twilio Terms of Service which are available at hyperlinks, and any applicable Order Form(s) (as defined below). This Agreement is between the applicable Twilio entity identified below ("**Twilio**") and you or the organization on whose behalf you are accepting or otherwise agreeing to the terms of this Agreement ("**you**", "**your**", "**yours**", or "**Customer**").

**If you are domiciled in:**

Any country outside of the European Economic Area and its regions and territories, the United Kingdom, Switzerland, Andorra, Vatican City, Monaco, and Turkey, other than Japan

**Twilio entity entering into this Agreement:**

Twilio Inc., a Delaware corporation, with a place of business at 101 Spear Street, 5th Floor, San Francisco, California, 94105, United States of America

Any country within the European Economic Area or its regions or territories, the United Kingdom, Switzerland, Andorra, Vatican City, Monaco, or Turkey

Twilio Ireland Limited, a company registered in the Republic of Ireland, whose registered address is 70 Sir John Rogerson's Quay, Dublin 2, D02 R296, Ireland



Twilio Japan G.K., a Japanese company with a place of business at Link Square Shinjuku 16F, 5-27-5 Sendagaya, Shibuya-ku, Tokyo 151-0051, Japan

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*These terms might change. We will let you know at least 30 days before we make any significant changes that impact you or your use of our services, unless we are unable to because of changes in laws, regulations, or carrier requirements. The updated version of these terms will be posted on this page.*

*If you keep using our services after these terms have changed and gone into effect, that means you have accepted those changes and they are legally binding on you. If you do not agree with the changed terms, you must stop using our services immediately.*

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Twilio may update the terms of this Agreement from time to time. Twilio will provide you with written notice of any *material* updates at least thirty (30) days prior to the date the updated version of this Agreement is effective, unless such material updates result from changes in laws, regulations, or requirements from telecommunications providers. The current, up to date version of this Agreement will be available at <https://www.twilio.com/legal/tos>. Notices for material updates to the terms of this Agreement will be given in accordance with Section 9.5 (Notices). Following such notice, your continued use of the Services on or after the date the updated version of this Agreement is effective and binding, as indicated at the top of this Agreement, constitutes your acceptance of the updated version of this Agreement. The updated version of this Agreement supersedes all prior versions. If you do not agree to the updated version of this Agreement, you must stop using the Services immediately.

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*If you reassign your account to a third-party reseller, you are still responsible for your obligations under these terms.*

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If you are the party that agreed to the terms of this Agreement and you reassign your account to a third-party reseller for administration purposes, such account reassignment will not excuse your obligations under this Agreement. Your use of the Services will continue to be subject to this Agreement.

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*Remember to let your imagination run wild with Twilio!*

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Finally, you understand and acknowledge that by using the Services, you agree to have fun and let your imagination run wild. Twilio cannot wait to see what you build!

# 1. Definitions

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*These are definitions for certain words that we will use repeatedly throughout these terms. When you see these capitalized words used as you read through these terms, they have the meanings provided in this Section 1.*

*There may be additional words that we define in the body of these terms. Make sure to look out for those - they will have quotes around them and each word will begin with a capital letter.*

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**"Affiliate"** means any entity that directly or indirectly controls or is controlled by, or is under common control with, the party specified. For purposes of this definition, "control" means direct or indirect ownership of more than fifty percent (50%) of the voting interests of the subject entity.

**"Beta Offerings"** means Services that are identified as alpha, beta, not generally available, limited release, developer preview, or any similar Services offered by Twilio.

**"Customer Data"** means any data (a) provided by you or your End Users (as defined below) to Twilio in connection with your use of the Services or (b) generated for your use as part of the Services. Customer Data excludes any Twilio Data (as defined below).

**"Customer Services"** means any software application or other products and services provided by you and used in connection with your use of the Services under this Agreement. If applicable, Customer Services includes sources from which you choose to retrieve Customer Data and destinations to which you choose to transmit Customer Data using the Services.

**"Documentation"** means Twilio's documentation, including any usage guides and policies, for the Services, the current version of which is available at <https://www.twilio.com/docs> ↗.

**"End User"** means any user of the Services, including via any Customer Services.

**"Malicious Code"** means code, files, scripts, agents, or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

**"Order Form"** means an ordering document between you and Twilio, or any of their Affiliates, that specifies mutually agreed upon rates for certain Services and any commercial terms related thereto.

**"Services"** means the products and services provided by Twilio or its Affiliates, as applicable, including all updates, modifications, or improvements thereto, that you purchase pursuant to an Order Form or otherwise use. Services excludes any Customer Services and Third Party Services (as defined below).

**"Support Terms"** means the support-related terms for the Services, the current version of which is available at <https://www.twilio.com/support-plans>.



**"Third Party Services"** means any products, services, or software components that are purchased by you from Twilio, but provided, or otherwise made available, by a third party (i.e., a party other than Twilio). Third Party Services are governed by a separate agreement between you and the third-party provider.

**"Twilio Acceptable Use Policy"** means certain terms relating to the use of the Services, including the [Service and Country Specific Requirements](#) set forth therein, the current version of which is available at <https://www.twilio.com/legal/aup>.

**"Twilio Data"** means any data that is (a) derived or generated from the use or provision of the Services that does not identify you, your End Users, or any natural person or is anonymized, de-identified, and/or aggregated such that it can no longer identify you, your End Users, or any natural person or (b) any Customer Data that is anonymized, de-identified, and/or aggregated by Twilio in accordance with this Agreement.

**"Twilio Data Protection Addendum"** means the personal data processing-related terms for the Services, the current version of which is available at <https://www.twilio.com/legal/data-protection-addendum>

**"Twilio Security Overview"** means the security related terms for the Services, the current version of which is available at <https://www.twilio.com/legal/security-overview>.

**"Twilio SLA"** means the service level agreements for the Services, the current versions of which are available at <https://www.twilio.com/legal/service-level-agreement>.

Any capitalized term not defined in this Section 1 will have the meaning provided in this Agreement.

## 2. Services

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We will make our services available to you according to [our published documentation on our website](#) [↗](#) and [our service level agreements](#). We will also protect your data and our services according to [our security overview](#).

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2.1 Provision of the Services. Twilio will: (a) provide the Services to you pursuant to this Agreement, the applicable Documentation, and any applicable Order Form(s); (b) comply with the applicable Twilio SLA; (c) comply with the security terms for the Services as set forth in the Twilio Security Overview; (d) provide the Services in accordance with laws applicable to Twilio's provision of the Services to its customers generally (i.e., without regard for your particular use of the Services), subject to your use of the Services in accordance with this Agreement, the applicable Documentation, and any applicable Order Form(s); (e) make commercially reasonable efforts to use industry standard measures designed to scan, detect, and delete Malicious Code; (f) if applicable, use trained, qualified personnel to provide the Services; and (g) use commercially reasonable efforts to provide you with applicable support for the Services as described in the applicable Support Terms.

Here are some “dos” and “don’ts” you must follow when using our services:

- (a) You’re responsible for all use of our services under your account;
- (b) You will not transfer, resell, or make available to third parties our services, except to your end users as part of the software applications you develop or products and services you offer;
- (c) You will use our services according to these terms, [our Acceptable Use Policy](#), including [our service and country specific terms](#), and any laws or regulations;
- (d) You are responsible for your end users, including all of their activities;
- (e) You will prevent unauthorized access to or use of our services;
- (f) You will cooperate during information requests we receive relating to your use of our services; and
- (g) You will comply with your promises in Section 5 (Representations, Warranties, and Disclaimer) below.

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2.2 Customer Responsibilities. You will: (a) be solely responsible for all use of the Services and Documentation under your account and the Customer Services; (b) not transfer, resell, lease, license, or otherwise make available the Services to third parties (except to make the Services available to your End Users) or offer them on a standalone basis; (c) use the Services only in accordance with this Agreement, the Twilio Acceptable Use Policy, the applicable Documentation, any applicable Order Form(s), and applicable law or regulation; (d) be solely responsible for all acts, omissions, and activities of your End Users, including their compliance with this Agreement, the Twilio Acceptable Use Policy, the applicable Documentation, any applicable Order Form(s), and applicable law or regulation; (e) use commercially reasonable efforts to prevent unauthorized access to or use of the Services and notify Twilio promptly of any such unauthorized access or use; (f) provide reasonable cooperation regarding information requests from law enforcement, regulators, or telecommunications providers; and (g) comply with your representations and warranties set forth in Section 5 (Representations, Warranties, and Disclaimer).

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We can suspend your use of our services in the following situations:

- (a) You or your end users violate [our Acceptable Use Policy](#) and [our service and country specific terms](#);
- (b) You send fraudulent traffic using our services or your use of our services negatively impacts the operation of our services;
- (c) Legal or regulatory conditions prohibit us from providing our services;
- (d) Your use or your end users’ use threatens the security or operability of our services; or



about you in your account is not true, accurate, or complete.

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2.3 Suspension of Services. Twilio may suspend the Services upon written notice to you if Twilio, in good faith, determines: (a) that you or your End Users materially breach (or Twilio, in good faith, believes that you or your End Users have materially breached) the Twilio Acceptable Use Policy; (b) there is an unusual and material spike or increase in your use of the Services and that such traffic or use is fraudulent or materially and negatively impacting the operating capability of the Services; (c) that its provision of the Services is prohibited by applicable law or regulation; (d) there is any use of the Services by you or your End Users that threatens the security, integrity, or availability of the Services; or (e) that information in your account is untrue, inaccurate, or incomplete. You remain responsible for the Fees (as defined in Section 3.3 (Payment Terms)).

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*Our services operate on a multi-tenant platform, which we are always looking to innovate and make better. As such, our services may change over time. We will let you know in advance if any changes to our services are not backwards compatible. We may also work with you to resolve any significant negative impacts that result from changes to our services that are not backwards compatible.*

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2.4 Changes to the Services. You acknowledge that the features and functions of the Services may change over time; provided, however, Twilio will not materially decrease the overall functionality of the Services. It is your responsibility to ensure the Customer Services are compatible with the Services. Twilio endeavors to avoid changes to the Services that are not backwards compatible, however, if any such changes become necessary, Twilio will use commercially reasonable efforts to notify you at least sixty (60) days prior to implementation. In the event Twilio makes a non-backwards compatible change to certain Services and such change materially and negatively impacts your use of the Services ("**Adverse Change**"), (a) you will notify Twilio of the Adverse Change and (b) Twilio may agree to work with you to resolve or otherwise address the Adverse Change, except where Twilio, in its sole discretion, has determined that an Adverse Change is required for security reasons, by telecommunications providers, or to comply with applicable law or regulation.

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*You may use products called beta offerings, which are not generally available (e.g., services that are in alpha, beta, limited release). You are not required to use our beta offerings in order to use our services.*

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2.5 Beta Offerings. From time to time, Twilio may make available Beta Offerings. You may, in your sole discretion, choose to use a Beta Offering. Twilio may discontinue a Beta Offering at any time, in its sole discretion, or decide not to make a Beta Offering generally available.

### 3. Fees and Payment Terms

*The fees you pay to us are either outlined in a signed order form or on [our list of fees on our website](#).*

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3.1 Fees. You agree to pay the fees set forth in the applicable Order Form(s). If you use any Services not set forth in the applicable Order Form(s), you will be charged the applicable rates available at <https://www.twilio.com/pricing>.

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*You agree to pay taxes, communications surcharges (e.g., pass-through carrier fees), and costs, fines, or penalties that we incur relating to your use of our services. Taxes and communications surcharges are shown as separate line items on your invoice, so you can identify them easily.*

*If you are exempt from paying any taxes or communications surcharges, please let us know at [taxforms@twilio.com](mailto:taxforms@twilio.com) ↗ and provide us with the up-to-date exemption information or proof.*

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### 3.2 Taxes and Communications Surcharges

3.2.1 Taxes. All fees are exclusive of any applicable taxes, levies, duties, or other similar exactions imposed by a legal, governmental, or regulatory authority in any applicable jurisdiction, including, without limitation, sales, use, value-added, consumption, communications, or withholding taxes (collectively, "**Taxes**"). You will pay all Taxes in connection with this Agreement, excluding any taxes based on Twilio's net income, property, or employees. If you are required by applicable law to withhold any Taxes from payments owed to Twilio, you will reduce or eliminate such withheld Taxes upon receipt of the appropriate tax certificate or document provided by Twilio. You will provide Twilio with proof of payment of any withheld Taxes to the appropriate authority. Taxes will be shown as a separate line item on an invoice.

3.2.2 Communications Charges. If applicable, all fees are exclusive of any applicable communications service or telecommunication provider (e.g., carrier) fees or surcharges (collectively, "**Communications Surcharges**"). You will pay all Communications Surcharges in connection with your use of the Services. Communications Surcharges will be shown as a separate line item on an invoice. You will pay all costs, fines, or penalties that are imposed on Twilio by a government or regulatory body or a telecommunications provider as a result of your or your End Users' use of the Services.

3.2.3 Exemption. If you are exempt from paying certain Taxes or Communications Surcharges, you will provide the necessary exemption information as requested by Twilio or a valid exemption certificate issued by the appropriate authority via e-mail to [taxforms@twilio.com](mailto:taxforms@twilio.com) ↗. You will be exempt on a going-forward basis once Twilio has approved your exemption request. If the appropriate authority determines, at any time, that you are not exempt from paying any Taxes or Communications Surcharges, you will promptly pay such Taxes or Communications Surcharges to Twilio, plus any applicable interest or penalties.

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*You agree to pay us for any services you use.*



*If you add funds to your account via credit card, you must make sure you have added sufficient funds to cover the fees you owe us. If you do not have sufficient funds in your account to cover the fees you owe us or your credit card declines, then we may suspend our services to all of your accounts.*

*If we approve you for invoicing, you agree to pay the fees owed to us in US dollars, unless another currency is shown on your order form or invoice, no later than 30 days after the date of the invoice.*

*If you do not pay on time, then we will send you a late notice. If we do not get your payment within 15 days of the date of the late notice, then we may charge a late fee and suspend our services to all of your accounts. Please pay us on time.*

*You also may not create new accounts until any fees that you owe us are paid in full.*

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3.3 Payment Terms. Except as otherwise expressly set forth herein, payment obligations are non-cancelable and fees, Taxes, and Communications Surcharges (collectively, "**Fees**"), once paid, are non-refundable. Except as otherwise set forth in the applicable Order Form(s) and subject to Section 3.3.3 (Payment Disputes), You will pay the Fees due hereunder in accordance with the following applicable payment method:

3.3.1 Credit Card. If you elect to add funds to your account by credit card and use such funds to pay the Fees due, you are responsible for ensuring such funds cover such Fees. If your account does not have sufficient funds or your credit card declines a charge for the Fees due, Twilio may suspend the provision of the Services to all of your accounts until the Fees due are paid in full. You are prohibited from creating new accounts until the Fees due are paid in full.

3.3.2 Invoicing. If you elect to receive invoices and Twilio approves you for the same, then, except as otherwise set forth in the applicable Order Form(s), (a) invoices will be sent to you each month via email to the email address(es) you designate in your account and (b) you will pay the Fees due within thirty (30) days of the date of the invoice. Except as otherwise set forth in the applicable Order Form(s) or an invoice to the extent you procure the Services without any applicable Order Form(s), the Fees are payable in United States dollars. If you fail to pay the Fees and remedy such failure within fifteen (15) days of the date Twilio provides you with written notice of the same, then Twilio may (i) assess and you will pay a late fee of the lesser of 1.5% per month or the maximum amount allowable by law and (ii) suspend the provision of the Services to all of your accounts until the Fees due are paid in full. You are prohibited from creating new accounts until the Fees due are paid in full.

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*If you ever think that we charged you the wrong amount and you want to dispute it, then let us know in writing within 60 days of the billing date for the charge in question. You have to be reasonable when disputing a charge and must act in good faith and cooperate with us to resolve the dispute.*

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3.3.3 Payment Disputes. You will notify Twilio in writing within sixty (60) days of the date Twilio bills you for any Fees that you wish to dispute. You may withhold the disputed Fees until the dispute is resolved. Where you are

u must act reasonably and in good faith and will cooperate diligently with Twilio to resolve

the dispute. Twilio will not charge you a late fee or suspend the provision of the Services for unpaid Fees that are in dispute, unless you fail to cooperate diligently with Twilio or Twilio determines the dispute is not reasonable or brought in good faith by you.

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*If you are purchasing our services through a third-party fulfillment reseller, then you will pay the fees incurred for using our services to that third-party fulfillment reseller instead of us. If you fail to pay the third-party fulfillment reseller on time, our services may be suspended.*

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3.4 Fulfillment Resale. If you are purchasing the Services through a third-party fulfillment reseller that is solely responsible for facilitating payments to Twilio for your use of the Services ("**Fulfillment Reseller**"), you will pay all fees due for your use of the Services directly to the Fulfillment Reseller in accordance with your agreement with the Fulfillment Reseller ("**Fulfillment Agreement**"). If you breach your payment obligations to the Fulfillment Reseller and fail to cure such breach within the time period specified in the Fulfillment Agreement, the Fulfillment Reseller or Twilio may suspend the provision of the Services to you upon written notice.

## 4. Ownership, Customer Data, and Confidentiality

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*What is ours is ours, including the following:*

(a) our services;

(b) [our published documentation on our website](#) ↗;

(c) our confidential information;

(d) any data that is derived or generated from the use or provision of our services that does not identify or no longer identifies you, your end users, or any natural person or any data that is anonymized, de-identified, and/or aggregated; and

(e) any feedback you or your end users provide to us about our services.

*Additionally, what is yours is yours, including the software applications you develop or products and services you offer, your confidential information, and your data.*

---

4.1 Ownership Rights. As between the parties, Twilio exclusively owns and reserves all right, title, and interest in and to the Services, the Documentation, Twilio's Confidential Information (as defined in Section 4.3.1 (Definition)), Twilio Data, as well as any feedback or suggestions you or your End Users provide regarding the

the parties, you exclusively own and reserve all right, title, and interest in and to the

Customer Services, your Confidential Information, and Customer Data, subject to Twilio's rights to process Customer Data in accordance with this Agreement and the Twilio Data Protection Addendum.

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*We or our affiliates can use your data in order to provide you with our services according to our obligations in these terms and the terms of [our Data Protection Addendum](#).*

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4.2 Customer Data. You grant Twilio and its Affiliates the right to process Customer Data as necessary to provide the Services in a manner that is consistent with this Agreement and the Twilio Data Protection Addendum. You are responsible for the quality and integrity of Customer Data.

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*Neither of us will tell anyone else about or use the confidential information that we got from each other, except as allowed under these terms and the terms of [our Data Protection Addendum](#).*

*If either of us shares the other's confidential information with third parties, then the one sharing that confidential information will make sure those third parties comply with these confidentiality obligations.*

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#### 4.3 Confidentiality

4.3.1 Definition. "**Confidential Information**" means any information or data, regardless of whether it is in tangible form, disclosed by either party ("**Disclosing Party**") to the other party ("**Receiving Party**") that is marked or otherwise designated as confidential or proprietary or that should otherwise be reasonably understood to be confidential given the nature of the information and the circumstances surrounding the disclosure, including, without limitation, this Agreement, Order Form(s), Customer Data, security reports and attestations, audit reports, customer lists, pricing, concepts, processes, plans, designs and other strategies, "know how", inventions, and financial, technical, or other business information and materials of Disclosing Party and its Affiliates. Confidential Information does not include any information which: (a) is publicly available through no breach of this Agreement or fault of Receiving Party; (b) was properly known by Receiving Party, and to its knowledge, without any restriction, prior to disclosure by Disclosing Party; (c) was properly disclosed to Receiving Party, and to its knowledge, without any restriction, by another person without violation of Disclosing Party's rights; or (d) is independently developed by Receiving Party without use of or reference to the Confidential Information of Disclosing Party.

4.3.2 Use and Disclosure. Except as otherwise authorized under Section 4.3.3 (Compelled Disclosure), under the Twilio Data Protection Addendum, or by Disclosing Party in writing, Receiving Party will not (a) use any Confidential Information of Disclosing Party for any purpose outside of exercising Receiving Party's rights or fulfilling its obligations under this Agreement and (b) disclose or make Confidential Information of Disclosing Party available to any party, except to Receiving Party's Affiliates, and Receiving Party's and its Affiliates' legal counsel, accountants, contractors, and in Twilio's case, subcontractors (collectively,

**“Representatives”**) who have a “need to know” as necessary for Receiving Party to exercise its rights or fulfill its obligations under this Agreement. Receiving Party will be responsible for its Representatives’ compliance with this Section 4.3. Representatives will be legally bound to protect Confidential Information of Disclosing Party under terms of confidentiality that are at least as protective as the terms of this Section 4.3. Receiving Party will protect the confidentiality of Confidential Information of Disclosing Party using the same degree of care that it uses to protect the confidentiality of its own confidential information but in no event less than reasonable care. Notwithstanding the foregoing, you may disclose Twilio’s SOC2 or similar report, which will constitute Twilio’s Confidential Information, only to your End Users or your End Users’ employee or contract worker who has a “need to know” for such SOC2 or similar report and is legally bound to terms of confidentiality that are at least as protective as the terms of this Section 4.3.

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*Either of us may disclose the confidential information we got from the other if requested by a regulator or required by regulation, law, subpoena, or court order, if we fulfill certain conditions, such as providing written notice, if legally allowed and such disclosure does not interfere with an investigation into potential illegal activity, and reasonable cooperation.*

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4.3.3 Compelled Disclosure. Receiving Party may disclose Confidential Information of Disclosing Party if so required pursuant to a request from a regulator or pursuant to regulation, law, subpoena, or court order (collectively, **“Compelled Disclosures”**), provided Receiving Party gives Disclosing Party written notice of a Compelled Disclosure to the extent (a) legally permitted and (b) where, when Twilio is Receiving Party, it determines that such Compelled Disclosure will not unduly interfere with an ongoing investigation into potential illegal activity. Receiving Party will provide reasonable cooperation to Disclosing Party in connection with a Compelled Disclosure at Disclosing Party’s sole expense.

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*Money alone may not be enough to make either of us whole if one of us breaks our promise of confidentiality. As such, either of us may seek other remedies, like gag orders, if needed.*

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4.3.4 Injunctive Relief. The parties expressly acknowledge and agree that no adequate remedy may exist at law for an actual or threatened breach of this Section 4.3 and that, in the event of an actual or threatened breach of the provisions of this Section 4.3, the non-breaching party will be entitled to seek immediate injunctive and other equitable relief, without waiving any other rights or remedies available to it.

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*We may use and display your name, logo, and a description of how you use our services on our website, in earnings releases, and in other marketing materials. We promise to follow any usage guidelines that you provide to us.*

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4.4 Use of Marks. You grant Twilio the right to use and display your name, logo, and a description of your use case(s) on Twilio's website, in earnings releases and calls, and in marketing and promotional materials, subject to your standard trademark usage guidelines that you expressly provide to Twilio.

## 5. Representations, Warranties, and Disclaimer

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*Each of us agrees to these terms and promises it has the legal power to do so.*

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5.1 Power and Authority Representation. Each party represents and warrants that it has validly accepted or entered into this Agreement and has the legal power to do so.

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*Each of us will follow anti-corruption, anti-money laundering, economic and trade sanctions, export controls, and other international trade laws, regulations, and government orders. Each of us also confirms that we, or our organization, is not on any government sanctions or restricted party lists of people and organizations that companies like Twilio are not allowed to do business with.*

*If you or your end users become placed on any government sanctions or restricted party lists, you will stop using our services and remove any end users' access to our services.*

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5.2 Anti-Corruption and International Trade Laws. Each party (a) warrants that it will comply with all applicable anti-corruption, anti-money laundering, economic and trade sanctions, export controls, and other international trade laws, regulations, and governmental orders (collectively, "**Anti-Corruption and Trade Laws**") in the jurisdictions that apply directly or indirectly to the Services, including, without limitation, the United States, and (b) represents that it has not made, offered, promised to make, or authorized any payment or anything of value in violation of Anti-Corruption and Trade Laws. You will promptly notify Twilio in writing of any actual or potential violation of Anti-Corruption and Trade Laws in connection with the use of the Services and take all appropriate steps to remedy or resolve such violations, including any steps requested by Twilio. If applicable, you represent that you have obtained, and warrant that you will continue to obtain, all licenses or other authorizations required to export, re-export, or transfer the Services. Each party represents that it (and in your case, also your End Users) is not on any government prohibited, denied, or unverified-party, sanctions, debarment, or exclusion list or export-controlled related restricted party list (collectively, "**Sanctions Lists**"). You will immediately (i) discontinue your use of the Services if you become placed on any Sanctions List and (ii) remove your End Users' access to the Services if your End Users become placed on any Sanctions List. You represent that you have not, and warrant that you will not, export, re-export, or transfer the Services to an entity on any Sanctions List without prior authorization from the applicable governmental authority. Notwithstanding anything to the contrary in this Agreement, either party may terminate this Agreement immediately upon written notice to the other party if the

other party is in breach of its obligations in this Section 5.2. If your account is blocked because it is operating in a country or region prohibited under this Section 5.2, you will receive notice of your account being inoperable when you attempt to log into your account in such prohibited country or region.

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*You will only give us data for which you provided any required notices and received any required permissions, including in a manner as required by law or regulation. In addition, we will only use this data according to these terms and the terms of [our Data Protection Addendum](#).*

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5.3 Consents and Permissions. You represent and warrant that you have provided, and will continue to provide, adequate notices, and that you have obtained, and will continue to obtain, the necessary permissions and consents required to enable Twilio to process all Customer Data to provide the Services or as permitted by this Agreement and the Twilio Data Protection Addendum.

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*Our services will work the way we say they will in [our published documentation on our website](#) ↗.*

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5.4 Services. Twilio represents and warrants that the Services perform materially in accordance with the applicable Documentation. Your exclusive remedy for a breach of this Section 5.4 will be, at Twilio's option, to (a) remediate any material non-conformity or (b) refund you the Fees paid for the time period during which the affected Services do not comply with this Section 5.4.

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*Except for any of the explicit promises in this Section 5, we are offering our services "as is." You also understand that we are not responsible if anything happens to your data outside of our network or for anything that happens resulting from:*

*(a) your use of our beta offerings;*

*(b) the software applications you develop or the products and services you offer; or*

*(c) any products and services provided by a third-party provider.*

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5.5 DISCLAIMER. WITHOUT LIMITING A PARTY'S EXPRESS WARRANTIES AND OBLIGATIONS HEREUNDER, AND EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE SERVICES ARE PROVIDED "AS IS," AND NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT TO THE FULLEST EXTENT PERMITTED BY LAW. TWILIO ADDITIONALLY DISCLAIMS ALL WARRANTIES RELATED TO TELECOMMUNICATIONS PROVIDERS. YOU ACKNOWLEDGE THE INTERNET AND TELECOMMUNICATIONS

PROVIDERS' NETWORKS ARE INHERENTLY INSECURE AND THAT TWILIO WILL HAVE NO LIABILITY FOR ANY CHANGES TO, INTERCEPTION OF, OR LOSS OF CUSTOMER DATA WHILE IN TRANSIT VIA THE INTERNET OR A TELECOMMUNICATIONS PROVIDER'S NETWORK. BETA OFFERINGS ARE PROVIDED "AS IS" AND "AS AVAILABLE". TWILIO MAKES NO WARRANTIES AND WILL HAVE NO LIABILITY FOR ANY BETA OFFERINGS, CUSTOMER SERVICES, OR THIRD PARTY SERVICES WHATSOEVER.

## 6. Mutual Indemnification

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*If someone comes after you claiming that our provision of our services violates their intellectual property rights, we will fight that fight for you and pay any awarded damages or settlement we enter into.*

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### 6.1 Indemnification by Twilio

6.1.1 Scope of Indemnification. Twilio will defend you, your Affiliates, and each of their directors, officers, and employees (collectively, "**Customer Indemnified Parties**") from and against any claim, demand, suit, or proceeding made or brought against a Customer Indemnified Party by a third party alleging that Twilio's provision of the Services infringes or misappropriates such third party's intellectual property rights ("**Twilio Indemnifiable Claim**"). Twilio will indemnify you from any fines, penalties, damages, attorneys' fees, and costs awarded against a Customer Indemnified Party or for settlement amounts approved by Twilio for a Twilio Indemnifiable Claim.

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*If we think our services infringe someone's intellectual property rights, then, in addition to fighting the fight as we talk about above, we will either obtain the rights for you to continue to use our services or modify our services, so they do not infringe. If we cannot do either of these, we will terminate these terms and refund you any prepaid and unused fees.*

---

6.1.2 Infringement Options. If Twilio's provision of the Services has become, or in Twilio's opinion is likely to become, the subject of any Twilio Indemnifiable Claim for third-party intellectual property rights infringement or misappropriation, Twilio may at its option and expense: (a) procure the right to continue to provide the Services as set forth herein; (b) modify the Services to make them non-infringing; or (c) if the foregoing options are not reasonably practicable, terminate this Agreement, or, if applicable, terminate the Services that are the subject of any Twilio Indemnifiable Claim for third-party intellectual property rights infringement or misappropriation, and refund you any unused pre-paid Fees.

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*In this Section 6.1.3, we describe situations where we do not have to indemnify you, such as (a) your violation of these terms, (b) any claims brought against you by someone due to your use of our services in combination with other applications or services, or (c) your use of our services that are free of charge or our beta offerings.*

6.1.3 Limitations. Twilio will have no liability or obligation under this Section 6.1 with respect to any Twilio Indemnifiable Claim arising out of (a) your use of the Services in breach of this Agreement; (b) the combination, operation, or use of the Services with other applications, portions of applications, products, or services, including, without limitation, the Customer Services or Third Party Services, where the Services would not by themselves be infringing; or (c) Services for which there is no charge or Beta Offerings.

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*Similar to above, you need to fight the fight if someone comes after us because you or your end users breach your responsibilities in Section 2.2 (Customer Responsibilities) or because of the software applications you develop or the products and services you offer.*

---

6.2 Indemnification by Customer. You will defend Twilio, its Affiliates, and each of their directors, officers, and employees (collectively, "**Twilio Indemnified Parties**") from and against any claim, demand, suit, or proceeding made or brought against a Twilio Indemnified Party by a third party alleging or arising out of: (a) your or your End Users' breach of Section 2.2 (Customer Responsibilities) or (b) any Customer Services infringing or misappropriating such third party's intellectual property rights (collectively, "**Customer Indemnifiable Claims**"). You will indemnify Twilio from any fines, penalties, damages, attorneys' fees, and costs awarded against a Twilio Indemnified Party or for settlement amounts that you approve for a Customer Indemnifiable Claim.

---

*This Section 6.3 outlines the indemnification process - how it works, what is required, etc. It applies to both of us equally. Please be sure to read it.*

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6.3 Conditions of Indemnification. As a condition of the foregoing indemnification obligations: (a) the indemnified party ("**Indemnified Party**") will promptly notify the indemnifying party ("**Indemnifying Party**") of any Customer Indemnifiable Claim or Twilio Indemnifiable Claim (individually or collectively referred to herein as a "**Claim**") in writing; provided, however, that the failure to give prompt written notice will not relieve Indemnifying Party of its obligations hereunder, except to the extent that Indemnifying Party was actually and materially prejudiced by such failure; (b) Indemnifying Party will have the sole authority to defend or settle a Claim; and (c) Indemnified Party will reasonably cooperate with Indemnifying Party in connection with Indemnifying Party's activities hereunder, at Indemnifying Party's expense. Indemnified Party reserves the right, at its own expense, to participate in the defense of a Claim. Notwithstanding anything herein to the contrary, Indemnifying Party will not settle any Claim for which it has an obligation to indemnify under this Section 6.3. Indemnifying Party will not create any obligation on behalf of Indemnified Party

without Indemnified Party's prior written consent, which will not be unreasonably withheld, conditioned, or delayed.

6.4 Exclusive Remedy. This Section 6 states Indemnifying Party's sole liability to, and Indemnified Party's exclusive remedy against, the other party for any third-party claims.

## 7. Limitation of Liability

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*This Section 7.1 outlines the types of damages that are available in the event of a claim. At a high level, neither of us is responsible for damages that indirectly result from an incident.*

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7.1 LIMITATION ON INDIRECT, CONSEQUENTIAL, AND RELATED DAMAGES. IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, LOST DATA, BUSINESS INTERRUPTION, OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

---

*Generally speaking, any direct damages either of us might owe to the other are capped at the amounts you paid us (or should have paid us) in the 12-month period before the incident occurred.*

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7.2 LIMITATION OF LIABILITY. IN NO EVENT WILL THE AGGREGATE LIABILITY OF EITHER PARTY TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE AMOUNTS PAID OR PAYABLE BY YOU AND YOUR AFFILIATES HEREUNDER FOR THE SERVICES GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.

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*The only exceptions to the limitations in Section 7.1 (Limitation on Indirect, Consequential, and Related Damages) and Section 7.2 (Limitation of Liability) are for your violation of your responsibilities in Section 2.2 (Customer Responsibilities), your payment obligations in Section 3 (Fees and Payment Terms), and both of our indemnification obligations in Section 6 (Mutual Indemnification).*

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7.3 EXCEPTIONS TO THE LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN SECTION 7.1 (LIMITATION ON INDIRECT, CONSEQUENTIAL, AND RELATED DAMAGES) AND SECTION 7.2 (LIMITATION OF LIABILITY), THE LIMITATIONS IN SECTION 7.1 AND SECTION 7.2 DO NOT APPLY TO (a) YOUR BREACH OF SECTION 2.2 (CUSTOMER RESPONSIBILITIES); (b) YOUR AND YOUR AFFILIATES' BREACH OF SECTION 3 (FEES AND PAYMENT TERMS); OR (c) AMOUNTS PAYABLE PURSUANT TO A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 6 (MUTUAL INDEMNIFICATION).

## 8. Term, Termination, and Survival

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*These terms will be valid and effective from the date you agree to them until they are ended according to one of the events in Section 8.2 (Termination) below.*

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8.1 Agreement Term. This Agreement will commence on the Effective Date and continue until terminated in accordance with Section 8.2 (Termination) ("**Term**").

---

*Either of us may end these terms by providing the other with 30 days advance notice. However, if you have any order forms in effect, those order forms will remain in effect for the duration of their order form term and these terms will continue to apply.*

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### 8.2 Termination

8.2.1 For Convenience. Either party may terminate this Agreement for convenience by providing the other party with at least thirty (30) days prior written notice. Notwithstanding the preceding sentence, if there are any Order Form(s) in effect, this Agreement will not terminate until all such Order Form(s) have expired or have been terminated in accordance with the terms therein.

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*If either of us violates these terms and does not fix the violation within 15 days, the other one may end these terms.*

*Ending these terms will result in the closure of all of your accounts.*

---

8.2.2 Material Breach. Either party may terminate this Agreement (including all Order Form(s) and Services that are in effect) in the event the other party commits any material breach of this Agreement and fails to remedy such breach within fifteen (15) days of the date of written notice of such breach. For the avoidance of doubt, a

breach of the Twilio Acceptable Use Policy will be considered a material breach of this Agreement. If Twilio terminates this Agreement because of your material breach, then Twilio will also close your accounts.

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*Either of us may end these terms by providing the other with written notice if the other goes bankrupt or fails to continue its business.*

---

8.2.3 Insolvency. Subject to applicable law, either party may terminate this Agreement immediately by providing written notice in the event of the other party's liquidation, commencement of dissolution proceedings, or any other proceeding relating to a receivership, failure to continue business, assignment for the benefit of creditors, or becoming the subject of bankruptcy.

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*Certain important terms live on even after these terms end. That includes your payment obligations to us and the specific sections mentioned on the right.*

---

8.3 Survival. Upon termination of this Agreement, the terms of this Section 8.3 and the terms of the following Sections will survive: Section 2.1(c) (regarding the Twilio Security Overview), Section 3 (Fees and Payment Terms), Section 4 (Ownership, Customer Data, and Confidentiality), Section 5.5 (Disclaimer), Section 6 (Mutual Indemnification), Section 7 (Limitation of Liability), Section 9 (General), and any applicable terms in Section 10 (Additional Terms).

## 9. General

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*Your affiliates may use our services according to these terms. However, you and your affiliates are both responsible for the activities of your affiliates.*

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9.1.1 Affiliates of Customer. Your Affiliates may use the Services under and in accordance with the terms of this Agreement. You represent and warrant that you have sufficient rights and the authority to make this Agreement binding upon each of your Affiliates. You and each of your Affiliates will be jointly and severally liable for the acts and omissions of such Affiliate in connection with this Agreement and such Affiliate's use of the Services. Only you will bring any claim against Twilio on behalf of your Affiliates.

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*Our affiliates may provide you or your affiliates with our services or bill you or your affiliates on behalf of a Twilio entity providing our services.*

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9.1.2 Affiliates of Twilio. An Affiliate of Twilio may provide the Services, or a portion thereof, to you or your Affiliates, as applicable, in accordance with this Agreement and any applicable Order Form(s) with such Affiliate of Twilio. Twilio will (a) be responsible for the Services its Affiliates provide and (b) not be relieved of its obligations under this Agreement if its Affiliates provide the Services or a portion thereof. Twilio will enforce the terms of this Agreement relating to the Services its Affiliates provide. Notwithstanding anything to the contrary in this Agreement, an Affiliate of Twilio may directly bill you or your Affiliates, as applicable, (i) for the Services it provides or (ii) solely as a billing agent for Twilio or the Affiliate of Twilio providing the Services, as applicable.

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*Neither of us may transfer our obligations under these terms without the other's prior written consent, unless either of us is transferring our obligations to an entity that is assuming either of our assets or business or to either of our affiliates.*

---

9.2 Assignment. Neither party may assign or otherwise transfer this Agreement or any applicable Order Form(s), in whole or in part, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld or delayed). Notwithstanding the foregoing, either party may assign this Agreement or any applicable Order Form(s), in whole or in part, without consent to (a) a successor to all or part of its assets or business or (b) an Affiliate. Any attempted assignment or transfer by either party in violation hereof will be void. Subject to the foregoing, this Agreement and any applicable Order Form(s) will be binding on the parties and their respective successors and permitted assigns.

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*These terms do not create any special relationship between us, like an employer-employee relationship, joint venture, or a partnership. Nothing will change that. Each of us is responsible for our own employees and agents.*

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9.3 Relationship. Each party is an independent contractor in the performance of each and every part of this Agreement. Nothing in this Agreement is intended to create or will be construed as creating an employer-employee relationship or a partnership, agency, joint venture, or franchise. Each party will be solely responsible for all of its employees and agents and its labor costs and expenses arising in connection therewith and for any and all claims, liabilities, damages, or debts of any type whatsoever that may arise on account of its activities, or those of its employees and agents, in the performance of this Agreement. Neither party has the authority to commit the other party in any way and will not attempt to do so or imply that it has the right to do so.

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*These terms are strictly between you and us. No third parties have any rights under these terms unless we already say so in these terms.*

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9.4 No Third-Party Beneficiaries. This Agreement does not confer any benefits on any third party (including your End Users or an Affiliate) unless it expressly states that it does.

*If you need to notify us, you must send notices via email to [legalnotices@twilio.com](mailto:legalnotices@twilio.com) ↗.*

*If we need to notify you, we will notify you via email to the email address designated in your account or via your account portal.*

9.5 Notices. Notices to Twilio will be provided via email to [legalnotices@twilio.com](mailto:legalnotices@twilio.com) ↗. All notices to you will be provided via email to the relevant contact(s) you designate in your account.

*These terms are governed by the law specified in the table below, depending on where your business entity is registered.*

*If we go to court to resolve a dispute between us, then the courts specified in the table below, depending on where your business entity is registered, will be responsible for resolving that dispute.*

9.6 Governing Law and Attorneys’ Fees. This Agreement will be governed by and interpreted according to the laws of the applicable state or country identified below without regard to conflicts of laws and principles that would cause the application of the laws of another jurisdiction. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods. Except as provided in Section 9.7 (Dispute Resolution), any legal suit, action, or proceeding arising out of or relating to this Agreement or the Services will be instituted in the applicable courts identified below and the parties hereby consent to the personal jurisdiction of these courts. In the event of any adjudication of any dispute under this Agreement, the prevailing party in such legal suit, action, or proceeding will be entitled to reimbursement of its attorneys’ fees and related costs by the non-prevailing party.

| <b>If you are domiciled in:</b>                                                                                                                                | <b>Governing law:</b> | <b>Courts with personal jurisdiction:</b>                                      |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|--------------------------------------------------------------------------------|
| Any country outside of the (a) European Economic Area and its regions and territories, the United Kingdom, Switzerland, Andorra, Vatican City, Monaco, and (b) | State of California   | State or federal courts of San Francisco, California, United States of America |



| If you are domiciled in:                                                                                                                               | Governing law:                         | Courts with personal jurisdiction:                |
|--------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|---------------------------------------------------|
| Asia-Pacific region, other than Brazil and Japan                                                                                                       |                                        |                                                   |
| Any country within the European Economic Area or its regions or territories, the United Kingdom, Switzerland, Andorra, Vatican City, Monaco, or Turkey | England and Wales                      | Courts of London, England, United Kingdom         |
| Any country within the Asia-Pacific region, other than Japan                                                                                           | Singapore                              | Courts of Singapore                               |
| Brazil                                                                                                                                                 | Brazil                                 | Courts of the City and State of São Paulo, Brazil |
| Japan                                                                                                                                                  | Japan (including its procedural rules) | Tokyo District Court                              |

*If there is a dispute (except for intellectual property disputes) between us, each of us will escalate the dispute internally to see if we can resolve it. If we cannot, each of us agrees to resolve the dispute through binding arbitration.*

9.7 Dispute Resolution. In the event of any dispute, claim, or controversy in connection with this Agreement (other than for disputes, claims, or controversies relating to the intellectual property of a party) (collectively, "**Disputes**"), each party's senior representatives will, in good faith, attempt to resolve a Dispute. If the parties are unable to resolve a Dispute within thirty (30) days or within such other time period as the parties may agree in writing, then the parties may commence binding arbitration under JAMS' Comprehensive Arbitration Rules and Procedures. The parties will share equally the fees and expenses of the JAMS arbitrator. The arbitration will be conducted by a sole arbitrator mutually agreed to between the parties or, failing that, by JAMS under its then prevailing rules. Judgment on the award rendered by the arbitrator may be entered in any court of competent



ator will have the authority to grant specific performance or any other equitable or legal

remedy, including provisional remedies. Each party will be responsible for its own incurred expenses arising out of any dispute resolution procedure. Any arbitration proceedings will take place in the English language in (a) San Francisco, California, if you are domiciled in any country outside of the (i) European Economic Area and its regions and territories, the United Kingdom, Switzerland, Andorra, Vatican City, Monaco, and Turkey and (ii) Asia-Pacific region; (b) London, England, if you are domiciled in any country within the European Economic Area or its regions or territories, the United Kingdom, Switzerland, Andorra, Vatican City, Monaco, or Turkey; or (c) Singapore, if you are domiciled in any country within the Asia-Pacific region.

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*If neither of us can carry out our obligations under these terms because something crazy happens beyond either of our control (think earthquake, massive power outage, war), then that does not count as a violation of these terms.*

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9.8 Force Majeure. No failure, delay, or default in performance of any obligation of a party will constitute an event of default or breach of this Agreement to the extent that such failure to perform, delay, or default arises out of a cause, existing or future, that is beyond the control and without negligence of such party, including action or inaction of governmental, civil or military authority, fire, strike, lockout, or other labor dispute, flood, terrorist act, war, riot, theft, earthquake, or other natural disaster (collectively, "**Force Majeure Events**"). The party affected by a Force Majeure Event will take all reasonable actions to minimize the consequences of any such event.

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*If neither of us enforces any part of these terms, that does not mean that we cannot enforce that part now or in the future.*

*If there are inconsistencies between the various terms and conditions that make up these terms, the order of precedence will be as follows to resolve those inconsistencies: (1) any order forms; (2) [our Data Protection Addendum](#); (3) the terms set forth in the body of these Terms of Service; (4) [our Acceptable Use Policy](#), including [our service and country specific terms](#); (5) any other terms and conditions incorporated into these terms; and (6) [our published documentation on our website](#) ↗.*

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9.9 Waiver and Order of Precedence. No failure or delay by either party in exercising any right or enforcing any provision under this Agreement will constitute a waiver of that right or provision, or any other provision. Titles and headings of sections of this Agreement are for convenience only and will not affect the construction of any provision of this Agreement. In the event of any conflict or inconsistency among the following documents, the order of precedence will be: (1) the applicable Order Form(s), (2) the Twilio Data Protection Addendum, (3) the terms set forth in the body of this Twilio Terms of Service, (4) the Twilio Acceptable Use Policy, (5) any other terms incorporated by reference herein or any other exhibits or attachments hereto, and (6) the applicable Documentation.

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*If any part of these terms is not legally enforceable, the rest of these terms will still be legally enforceable.*

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9.10 Severability. In the event that any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be limited or eliminated to the minimum extent necessary to render such provision enforceable and, in any event, the remainder of this Agreement will continue in full force and effect.

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*These terms and these terms only govern our relationship with each other and your use of our services. Any terms and conditions outside of these terms will be invalid and not apply.*

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9.11 Entire Agreement. This Agreement will constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, proposals, statements, sales materials, presentations, or non-disclosure or other agreements, whether oral or written. No oral or written information or advice given by Twilio, its agents, or its employees will create a warranty or in any way increase the scope of the warranties or obligations in this Agreement. The parties agree that any term or condition stated in your vendor registration form or registration portal or in any purchase order document or similar document will be construed solely as evidence of your internal business processes and the terms and conditions contained therein will be void and have no effect with regard to this Agreement, even if accepted by Twilio or executed by the parties after the Effective Date.

## 10. Additional Terms

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*If you are a U.S. Federal or U.S. state entity, or a federally-recognized tribal entity performing governmental functions and eligible for funding and services from the U.S. Department of the Interior, these terms apply to you.*

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10.1 United States Federal, State, and Tribal Governments. If you are a (a) United States federal entity, including without limitation, a bureau, office, agency, department, or other entity of the United States government; (b) a United States state entity, including without limitation, a bureau, department, office, or other entity of a state or a local, county, borough, commonwealth city, municipality, town, township, special purpose district, or other entity established by the laws of a state and located in such state; or (c) a federally-recognized tribal entity performing governmental functions and eligible for funding and services from the United States Department of the Interior by virtue of its status as an Indian tribe, or in Alaska, a Native village or Alaska Regional Native



10.1.1 Failure to Pay. Twilio may assess, and you will pay, interest equal to the maximum amount allowable by applicable law, if you fail to pay the Fees and remedy such failure within fifteen (15) days of the date Twilio provides you with written notice of the same.

10.1.2 Public Disclosure Laws. Section 4.3.2 (Use and Disclosure) of this Agreement does not prohibit you from disclosing the terms of this Agreement to the extent required by public disclosure laws applicable to you (“**Public Disclosure Laws**”), provided that, to the extent permissible, any material legal terms included in this Agreement (e.g., representations and warranties, indemnification, limitation of liability) and any trade secrets, non-publicly available pricing, future business plans, future product plans or features, or business strategies of Twilio are redacted.

10.1.3 Compelled Disclosure of Confidential Information. Receiving Party will provide reasonable cooperation to Disclosing Party in connection with a Compelled Disclosure at Disclosing Party’s sole expense to the extent permitted by applicable law.

10.1.4 Customer Services IP Infringement. You represent and warrant that the Customer Services do not, and will not, infringe or misappropriate a third party’s intellectual property rights. Your breach of this Section 10.1.4 will not be subject to liability limitations set forth in Section 7 (Limitation of Liability) of this Agreement.

10.1.5 Use of Marks. Twilio will not use your name, logo, or a description of your use case(s) on Twilio’s website, earnings release and calls, or marketing or promotional materials without your prior written consent.

10.1.6 Indemnification by Customer. Your obligations in Section 6.2 (Indemnification by Customer) of this Agreement will apply to the extent permitted by applicable law, regulation, or procedure.

10.1.7 Assignment. The ability of either party to assign this Agreement without consent pursuant to Section 9.2 (Assignment) of this Agreement will not apply where prohibited by applicable law.

10.1.8 Governing Law. Section 9.6 (Governing Law and Attorneys’ Fees) of this Agreement is hereby deleted in its entirety and replaced with the following:

*Governing Law. This Agreement will be governed by and interpreted according to (a) United States Federal law, if you are a United States Federal entity, or (b) the laws of the state in which you are located without regard to conflicts of laws and principles that would cause the application of the laws of another jurisdiction, if you are not a United States Federal entity. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods.*

10.1.9 Dispute Resolution. Section 9.7 (Dispute Resolution) of this Agreement is hereby deleted in its entirety and replaced with the following:

*Except as otherwise specified in applicable law, in the event of a dispute, claim, or controversy arising out of or in connection with this Agreement or the breach, termination, enforcement, interpretation, or validity thereof (other than for disputes, claims, or controversies related to the intellectual property of a party) (collectively, “Disputes”), each party’s senior representatives will engage in good faith negotiations with the other party’s senior representatives to amicably resolve a Dispute. If the parties are unable to resolve a Dispute within thirty (30) days after the first request to*

*engage in good faith negotiations or within such other time period as the parties may agree to in writing, then either party may seek relief as set forth in Section 9.6 (Governing Law and Attorneys' Fees).*

10.1.10 Code of Federal Regulations. Twilio agrees to comply with the clauses included under 48 C.F.R. § 52.244-6 Subcontracts for Commercial Products and Commercial Services, and all applicable equal opportunity laws including the provisions of Executive Order 11246, as amended, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 (38 USC 4212), and Section 503 of the Rehabilitation Act of 1973, as amended, and the regulations at 41 C.F.R. §§ 60-1 -60-60, 60-250, and 60-741. The affirmative action clause and regulations contained in the preceding sentence are incorporated by reference into this Agreement.

10.1.11 Commercial Items. The Services are "Commercially available off-the-shelf (COTS) items", consisting of "Commercial Products(s)," "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. § 2.101. Consistent with 48 C.F.R. § 12.212 or 48 C.F.R. §§ 227.7202-1-227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being provided (a) only as Commercial Items and (b) with only those rights as are granted to all other Twilio customers. Unpublished-rights are reserved under the copyright laws of the United States.

10.1.12 Conflict. In the event of any conflict between this Section 10.1 and any other terms of this Agreement, this Section 10.1 will prevail.

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*If you are a microenterprise, small enterprise, or a not for profit organisation and use our services within the EEA or U.K., these terms apply to you.*

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10.2 European Electronic Communications Code. If you are a microenterprise, small enterprise, or not for profit organisation, and Twilio provides you the Services within the European Economic Area or United Kingdom, you agree you have read and accept the European Electronic Communications Code Rights Waiver available at <https://www.twilio.com/legal/service-country-specific-terms/eu-eecc-waiver>.

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*If your business entity is registered in Brazil, these terms apply to you.*

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10.3 Brazil. If you are domiciled in Brazil, the following terms apply:

10.3.1 Dispute Resolution. Section 9.7 (Dispute Resolution) of this Agreement is hereby deleted in its entirety and replaced with the following:

*In the event of a dispute, claim, or controversy arising out of or in connection with this Agreement or the breach, termination, enforcement, interpretation, or validity thereof (collectively, "Disputes"), each party's senior representatives will engage in good faith negotiations with the other party's senior representatives to amicably resolve a Dispute. If the parties are unable to resolve a Dispute within thirty (30) days after the first request to engage in good*

commence (a) litigation proceedings if the amounts being sought are less than two hundred thousand dollars (\$200,000 USD) or (b) binding arbitration under the Rules of CAM-CCBC if the amounts being sought are greater than or equal to two hundred thousand dollars (\$200,000 USD). To the extent a Dispute is submitted for arbitration, the parties will share equally the fees and expenses of the CAM-CCBC arbitrator. The arbitration will be conducted by a sole arbitrator chosen by the mutual agreement of the parties or, failing that, by CAM-CCBC under its then prevailing rules. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. The arbitrator will have the authority to grant specific performance or any other equitable or legal remedy, including provisional remedies. Each party will be responsible for its own incurred expenses arising out of any dispute resolution procedure. Any arbitration proceedings will take place in the English language in the City and State of São Paulo, Brazil.

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*If your business entity is registered in Japan, these terms apply to you.*

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10.4 Japan. If you are domiciled in Japan, the following terms apply:

10.4.1 Intended Use. The Services are intended for business use by corporate or business entities, and you agree that you will not use the Services for any personal or individual use.

10.4.2 Required Information and Verification Process. Depending on the Services you use, you may be required to submit copies of government-issued ID documents to Twilio and/or complete verification processes (e.g., via post) as required under applicable law or regulation, including, without limitation, the Act on Prevention of Transfer of Criminal Proceeds and the Telecommunications Business Act.

10.4.3 Taxes and Communications Surcharges. Taxes, as defined in Section 3.2.1 (Taxes) of this Agreement, will include Japanese consumption tax. The universal service fee and the telephone relay service fee charged by telecommunication providers (e.g., carriers) will be borne by you as part of the Communications Surcharges set forth in Section 3.2.2 (Communications Surcharges) of this Agreement.

10.4.4 Currency. All Fees are payable in Japanese Yen, except as otherwise set forth in writing, including in an applicable Order Form(s) or an invoice to the extent you procure the Services without an Order Form.

10.4.5 Intellectual Property Rights. Any intellectual property rights vested by Twilio under this Agreement will include the rights set forth in Article 27 (Right of Adaptation) and 28 (Original Author's Right in Derivative Works) of the Copyright Act of Japan, Act No. 48 of May 6, 1970. Further, you agree not to exercise against Twilio, or any other third parties designated by Twilio, any moral rights you may have in any contents, including, without limitation, the feedback or suggestions you or your End Users provide regarding the Services that Twilio is entitled to exploit under this Agreement.

10.4.6 Anti-Social Forces. Each party represents and warrants that it (a) is not an anti-social force (meaning here and hereinafter, gangsters, right-wing groups, anti-social forces, and others equivalent thereto) and (b) does not have any exchange or involvement with anti-social forces, such as cooperation or involvement in the maintenance, operation, or management of anti-social forces, through funding, or other means.

10.4.7 Dispute Resolution. Section 9.7 (Dispute Resolution) of this Agreement is hereby deleted in its entirety and replaced with the following:

*In the event of a dispute, claim, or controversy arising out of or in connection with this Agreement or the breach, termination, enforcement, interpretation, or validity thereof (other than for disputes, claims, or controversies related to the intellectual property of a party) (collectively, “Disputes”), each party’s senior representatives will engage in good faith negotiations with the other party’s senior representatives to amicably resolve a Dispute. If the parties are unable to resolve a Dispute within thirty (30) days after the first request to engage in good faith negotiations or within such other time period as the parties may agree to in writing, then either party may seek relief as set forth in Section 9.6 (Governing Law and Attorneys’ Fees).*

10.4.8 Conflict. In the event of any conflict between this Section 10.4 and any other terms of this Agreement, this Section 10.4 will prevail.

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*If you are joining or participating in any of Twilio's partner programs, these terms apply to you.*

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10.5 Partner Programs. If you are joining or participating in any Twilio partner program (each, a “**Partner Program**”), the following terms apply:

10.5.1 Partner Program Acceptance Conditions. Your acceptance into the applicable Partner Program is conditioned on (a) Twilio’s approval of your completed application to join such applicable Partner Program, if applicable; (b) your satisfaction of all Partner Program acceptance qualifications and requirements that are communicated to you in writing by Twilio; and (c) your acceptance and compliance with the terms of this Agreement.

10.5.2 Partner Program Guides and Policies. You will comply with the applicable Partner Program guides and policies available at <https://www.twilio.com/legal/partner-program-policies>.

10.5.3 Publicity Restrictions. Neither party will issue any press releases or public announcements in connection with your participation in the applicable Partner Program without the other party’s prior written consent.

10.5.4 Partner Program Removal. Twilio may, for any reason or no reason, remove you from the applicable Partner Program, or your access to the applicable Partner Program account portal, upon thirty (30) days prior written notice to you.

10.5.5 Conflict. In the event of any conflict between this Section 10.5 and any other terms of this Agreement, this Section 10.5 will prevail.