

**Reseller Customer Pass-Through
End User License Agreement (“EULA”)**

This Twilio End-User License Agreement (“**EULA**”) governs the use of the Twilio Services purchased by the Government Ordering Activity, an entity authorized to order under Government contracts as set forth in General Services Administration Order OGP 4800.2I, as may be amended from time to time (referred to as “**you**” or “**Ordering Activity**” or “**Customer**”) from the GSA Multiple Award Schedule (MAS) Contractor (referred to as “**Reseller**”), who is reselling Twilio Services to Customer pursuant to the agreement between Twilio and Reseller. The “Twilio Services” are defined as the cloud software platform and other services offered and provided by Twilio to you through the Reseller, which are generally comprised of two components: (a) platform services, including the Twilio APIs and any cloud-software provided to you in connection with your use of the Twilio Services, and training, support, programs, features, functions and report formats, and subsequent updates or upgrades of any of the foregoing made generally available by Twilio or Reseller, and (b) connectivity services, which include the interconnection capabilities embedded within the Twilio Services that link the Twilio Services to the telecommunications providers’ networks (including fixed-line, cellular, wireless, high-bandwidth, and/or fiber optic cable) via the Internet.

This EULA is between Customer and Reseller.

Capitalized terms not otherwise defined herein shall have on the meanings ascribed to them in the Agreement. The parties hereto acknowledge and agree that, other than as set forth in this EULA, the Agreement shall remain unchanged and be in full force and effect.

Changes to These Terms

Any updates to this agreement shall be presented to Customer for review and will not be effective unless and until both parties sign a written agreement updating these terms.

Changes to the Twilio Services

The features and functions of the Twilio Services, including the APIs, may change over time. It is your responsibility to ensure that calls or requests you make to the Twilio Services are compatible with the then-current Twilio Services. Although we try to avoid making changes to the Twilio Services that are not backwards compatible, if any such changes become necessary, Reseller will use reasonable efforts to let you know at least sixty (60) days prior to implementing those changes.

Your Account(s)

To use the Twilio Services, you will be provisioned an account by your Reseller. As part of the account request process, you’ll be asked to provide an Admin email address. Until your Reseller approves and provisions your account, your access to the Twilio Services will be limited to what is available to the general public. When registering an account, you must provide true, accurate, current and complete information about yourself as requested during the account creation process. You must also keep that information true, accurate, current and complete after you create your account. You may also create multiple accounts as well as sub-accounts.

You are solely responsible for all use (whether or not authorized) of the Twilio Services under your account(s) and subaccount(s), including for the quality and integrity of your data and other information made available to Twilio through the use of the Twilio Services under this EULA, including, your usage data, personally identifiable information, message bodies, voice and video media, images, sound, and other content (all together your “Customer Data”) and each of your applications. You are also solely responsible for all use and for all acts and omissions of anyone that has access to your application (“**End Users**”). You agree to take all reasonable precautions to prevent unauthorized access to or use of the Twilio Services and will notify Reseller promptly of any unauthorized access or use. Neither Reseller nor Twilio will be liable for any loss or damage arising from unauthorized use of your account.

For the purchase of any phone number for which Twilio is required to have an address for you on record, it is your obligation to provide Reseller with an accurate and current address to associate with that number. You are responsible for updating that address within fifteen (15) days of a change of address.

Use of Customer Data

“**Customer Data**” consists of data and other information made available to us and Twilio through the use of the Twilio Services under these Terms, including, Customer Usage Data and Customer Content.

“**Customer Usage Data**” shall mean communications metadata processed by Twilio for the purposes of transmitting, distributing, or exchanging communications that are made available to us through the use of the Twilio Services and include, without limitation, data used to trace and identify the source and destination of a communication, such as individual data subjects’ telephone numbers, data on the location of the device generated in the context of providing the Twilio Services, and the date, time, duration, and type of communication.

“**Customer Content**” shall mean content exchanged by means of use of the Twilio Services, such as text, message bodies, voice and video media, images, sound, and other content.

You acknowledge that you have read the attached Twilio Privacy Policy (“**Privacy Policy**”) and understand that it sets forth how Twilio will collect, store, and use your Customer Data. If you do not agree with Twilio’s Privacy Policy, then you must stop using the Twilio Services immediately.

You instruct Reseller and Twilio to use and disclose Customer Data as necessary to (a) provide the Twilio Services consistent with the Privacy Policy and this Section 4, including detecting, preventing, and investigating security incidents, fraud, spam, or unlawful use of the Twilio Services; (b) respond to any technical problems or Customer queries and ensure the proper working of the Twilio Services; (c) to protect ourselves, other customers, the public from harm or illegal activities, or the Twilio Services; (d) to respond to an emergency which we believe in, good faith, requires us to disclose Customer Data to assist in preventing a death or serious bodily injury; or (e) comply with any applicable Law, regulation, legal process or government request.

“**Law**” in these Terms, means any statute, law, ordinance, regulation, rule, judgment or order of a government, court, or tribunal of competent jurisdiction, including, without limitation, any data protection laws, privacy laws, any laws that requires you to obtain consent from an End User or provide notice to an End User in connection with such End User’s use of each Customer Application, any state, federal, and international laws, regulations, and rules related to the recording or monitoring of telephone calls, SMS messages, or other communications, the U.S. Foreign Corrupt Practices Act, rules established by the Federal Communications Commission, any federal or state anti-spam statute or regulation, including the CAN SPAM Act of 2003, or any federal or state statute or regulation prohibiting the dissemination of unsolicited communications, including the Telephone Consumer Protection Act of 1991 (TCPA).

Return and Deletion of Customer Usage Data & Customer Content

Upon termination of these Terms, Twilio may retain, use, and disclose Customer Usage Data (a) for our accounting, tax, billing, audit, and compliance purposes; (b) to investigate fraud, spam, or unlawful use of the Twilio Services; and/or (c) as required by applicable Law, provided that the retention, use, and disclosure of such Customer Usage Data for the foregoing purposes is subject to the confidentiality obligations as set forth in this Section. Twilio will anonymize or otherwise delete Customer Usage Data when we no longer require it for the foregoing purposes. Twilio provides you the ability to obtain a copy of Customer Content via the Twilio Services. During the Term, you agree that you are solely responsible for obtaining a copy of and deleting Customer Content via the Twilio Services. Any Customer Content archived on our back-up systems will be securely isolated and protected from any further processing, except as otherwise required by applicable Law, and deleted thirty (30) days following your initiating the deletion of Customer Content via the Twilio Services. Upon termination of these Terms, we will (x) provide you thirty (30) days after the termination effective date to obtain a copy of any stored Customer Content via the Twilio Services; (y) automatically delete any stored Customer Content thirty (30) days after the termination effective date; and (z) automatically delete any stored Customer Content on Twilio’s back-up systems sixty (60) days after the termination effective date. Notwithstanding anything to the contrary in this Section, we and Twilio may retain Customer Content or any portion thereof if required by applicable Law.

Affiliates

Your affiliates mean any entity or person that controls you, is controlled by you, or under common control with you, such as a subsidiary, parent company, or employee. Similarly, if we refer to our affiliates, we mean an entity or person that controls us, is controlled by us, or is under common control with us. Your affiliates may use the Twilio Services pursuant to these Terms, provided that these Terms apply to your affiliates. You and your affiliates that use the Twilio Services will be jointly and severally responsible for the acts and omissions of your affiliates, including, but not limited to, their breach of these Terms. Any claim from any of your affiliates that use the Twilio Services pursuant to these Terms may only be brought against us by you on your affiliates' behalf.

Usage Restrictions

There are some restrictions on what you can do with the Twilio Services.

- a. Except as provided in these Usage Restrictions, you agree not to transfer, resell, lease, license or otherwise make available the Twilio Services to third parties or offer them on a standalone basis.
- b. You will not attempt to use the Twilio Services to access or allow access to Emergency Services, unless you do so consistent with and have agreed to the Twilio Inc. 911 – Terms and Conditions.
- c. You will ensure that the Twilio Services are used in accordance with all applicable Law and third party rights, as well as this EULA and the attached Twilio acceptable use policy.
- d. You will ensure that Reseller and Twilio are entitled to use your Customer Data, including content of communications stored on the systems, as needed to provide the Twilio Services, and will not use the Twilio Services in any manner that violates any applicable law. You instruct Twilio and Reseller to use and disclose Customer Data as necessary to (i) provide the Twilio Services consistent with Twilio's then-current privacy policy, including detecting, preventing, and investigating security incidents, fraud, spam, or unlawful use of the Twilio Services and (ii) respond to any technical problems or Customer queries and ensure the proper working of the Twilio Services. Upon expiration or termination of this EULA, Twilio may retain, use, and disclose Customer Data for (a) Twilio's accounting, tax, billing, audit, and compliance purposes or (b) as required by applicable Law.
- e. Except as allowed by applicable law, you will not reverse engineer, decompile, disassemble or otherwise create, attempt to create or derive, or permit or assist anyone else to create or derive the source code of any software provided in connection with the Twilio Services.
- f. If you have purchased a short code, then you will not change your use of that short code from the use stated in your application to the carrier for approval of the short code without first obtaining an amendment to your application or re-applying to the carrier for approval of the short code under the new use. You will stop sending additional messages to any party that replies by texting "STOP" (or the equivalent) to the short code, except for sending a single text message confirming that such party has been successfully opted out of the short code. You will follow all applicable telecommunications provider rules with respect to the use of short codes, including, without limitation, telecommunication provider rules with respect to ensuring that each of Customer's End Users knowingly and explicitly opts in to receive messages from the short code prior to receiving any such messages.
- g. Reserved.
- h. You acknowledge that Twilio is the "customer of record" for all phone numbers provided as part of the Twilio Services. As the customer of record, Twilio has certain rights with respect to porting phone numbers. You understand and agree that you may use the phone numbers provided as part of the Twilio Services subject to this EULA and until the end of the EULA Period (as defined in the section " EULA Period").

Export Controls

The Twilio Services, including any software that may be provided in connection with the Twilio Services, may be subject to applicable U.S. export control laws and economic sanctions regulations. In receiving this software or the Twilio Services, you agree to comply strictly with all domestic and international export laws and economic sanctions regulations as they apply to this software and the Twilio Services, and to the extent consistent with this EULA, to obtain any necessary license or other authorization to export, re-export, or transfer such software or other aspects of the Twilio Services. These laws include restrictions on destinations, End Users, and end use. Without limitation, you may not transfer any such software or other aspect of the Twilio Service without U.S. government authorization to any entity on a U.S. government exclusion list (e.g., the Department of Commerce's List of Denied Persons, Entity, or Unverified List, and the Treasury Department's List of Specially Designated Nationals and Consolidated Sanctions List). You represent that you are not on a U.S. government exclusion list or under the control of or an agent for any entity on such a list, and you further warrant that you will immediately discontinue use of the Twilio Services and applicable software if you become placed on any such list or under the control of or an agent for any entity placed on such a list.

Ownership & Confidentiality

Twilio exclusively owns and reserves all right, title and interest in and to the Twilio Services. You exclusively own and reserve all right, title and interest in Your Applications and the content of any communications sent through integration with the Twilio Services.

"**Confidential Information**" means any information or data, regardless of whether it is in tangible form, disclosed by either 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 disclosure. "Confidential Information" does not include any information which: (i) is publicly available through no fault of receiving party; (ii) was properly known to receiving party, without restriction, prior to disclosure by the disclosing party; (iii) was properly disclosed to receiving party, without restriction, by another person without violation of disclosing party's rights; or (iv) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information.

Each party agrees that it will use the Confidential Information of the other party solely in accordance with the provisions of this EULA and it will not disclose such information to any third party without the other party's prior written consent, except as otherwise permitted hereunder. Each party agrees to exercise due care in protecting the Confidential Information from unauthorized use and disclosure. Each party may disclose the Confidential Information of the other party, in whole or in part to its employees, representatives, actual or potential investors and subcontractors who have a need to know and are legally bound to keep such information confidential consistent with the terms of this EULA. Either party may disclose the Confidential Information of the other party as required by law, upon prior written notice to the other party (where allowed by law); provided that such party will use its reasonable efforts to minimize such disclosure to the extent permitted by applicable law. Twilio and Reseller recognize that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which requires that certain information be released, despite being characterized as "confidential" by the vendor.

Warranties and Disclaimer

You warrant that, at all times, you shall comply with the applicable Laws.

Recordings and Communications Monitoring. If you record or monitor telephone calls, SMS messages, or other communications using the Twilio Services, then you represent and warrant that you will comply with all applicable Laws prior to doing so at all times. We make no representations or warranties with respect to recording or monitoring of telephone calls, SMS messages, or other communications, and recommend that you always secure prior consent to record or monitor communications using the Twilio Services. You acknowledge that these representations, warranties, and obligations are essential to our ability to provide you with access to recording and monitoring features that are part of the Twilio Services.

Customer Data. You represent and warrant that you have provided adequate notices and obtained the necessary permissions and consents to provide Customer Data to us for use and disclosure pursuant to the Section on Our Use of Customer Data.

LIMITED WARRANTY. Reseller and Twilio warrants that Twilio will, for a period of sixty (60) days from the date of your receipt, perform substantially in accordance with Twilio written materials accompanying it. EXCEPT AS EXPRESSLY SET FORTH IN THE FOREGOING, **WITHOUT LIMITING RESELLERS EXPRESS WARRANTIES AND OBLIGATIONS UNDER THIS EULA, RESELLER HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES RELATED TO THIRD-PARTY EQUIPMENT, MATERIAL, SERVICES OR SOFTWARE. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS EULA, THE TWILIO SERVICES ARE PROVIDED “AS IS” TO THE FULLEST EXTENT PERMITTED BY LAW. TO THE EXTENT THIS DISCLAIMER CONFLICTS WITH APPLICABLE LAW, THE SCOPE AND DURATION OF ANY APPLICABLE WARRANTY WILL BE THE MINIMUM PERMITTED UNDER THAT LAW.**

BETA SERVICES. FROM TIME TO TIME, YOU MAY HAVE THE OPTION TO PARTICIPATE IN A PROGRAM WITH THE TWILIO SERVICES WHERE YOU GET TO USE ALPHA OR BETA SERVICES, PRODUCTS, FEATURES AND DOCUMENTATION (“BETA SERVICES”) OFFERED AS A PART OF THE TWILIO SERVICES. THESE BETA SERVICES ARE NOT GENERALLY AVAILABLE AND MAY CONTAIN BUGS, ERRORS, DEFECTS OR HARMFUL COMPONENTS. ACCORDINGLY, TWILIO ARE PROVIDING THE BETA SERVICES TO YOU “AS IS.” WE MAKE NO WARRANTIES OF ANY KIND WITH RESPECT TO THE BETA SERVICES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON- INFRINGEMENT. NOTWITHSTANDING ANY PUBLISHED DOCUMENTATION THAT STATES OTHERWISE, TWILIO DOES NOT WARRANT THAT THE BETA SERVICES WILL BE ERROR-FREE OR THAT THEY WILL MEET ANY SPECIFIED SERVICE LEVEL, OR WILL OPERATE WITHOUT INTERRUPTIONS OR DOWNTIME.

Limitations of Liability

EXCEPT FOR LIABILITY ARISING FROM VIOLATIONS OF “USAGE RESTRICTIONS”, OR “OWNERSHIP” AND OBLIGIONS ARISING UNDER “INDEMNIFICATION”, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, WILL ANY PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY CHARACTER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, LOST PROFITS, LOST SALES OR BUSINESS, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, LOST DATA, OR FOR ANY AND ALL OTHER DAMAGES OR LOSSES, EVEN IF WE HAD BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR LIABILITY ARISING FROM VIOLATIONS OF “USAGE RESTRICTIONS”, OR “OWNERSHIP” AND OBLIGIONS ARISING UNDER “INDEMNIFICATION”, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY DIRECT DAMAGES, COSTS OR LIABILITIES IN EXCESS OF THE AMOUNTS PAID BYFOR THE TWILIO SERVICES. The foregoing limitation of liability shall not apply to (1) personal injury or death resulting from Licensor’s negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.

THE PROVISIONS OF THIS SECTION ALLOCATE THE RISKS UNDER THIS AGREEMENT BETWEEN THE PARTIES, AND THE PARTIES HAVE RELIED ON THE LIMITATIONS SET FORTH HEREIN IN DETERMINING WHETHER TO ENTER INTO THIS AGREEMENT.

THE TWILIO SERVICES ARE NOT INTENDED TO SUPPORT OR CARRY EMERGENCY CALLS OR SMS MESSAGES TO ANY EMERGENCY SERVICES. NEITHER TWILIO NOR RESLLER, NOR ANY OF THEIR RESPECTIVE REPRESENTATIVES WILL BE LIABLE UNDER ANY LEGAL OR EQUITABLE THEORY FOR ANY CLAIM, DAMAGE, OR LOSS ARISING FROM OR RELATING TO THE INABILITY TO USE THE TWILIO SERVICES TO CONTACT EMERGENCY SERVICES.

EULA Period. The period of this EULA will commence on the date set forth in the Purchase Order or similar document and continue for twelve months. This is called the Initial Period. The EULA may be renewed for additional successive one (1) year terms by executing a new Agreement in writing (each, a “*Renewal Period*”). The Initial Period and all Renewal Periods will be referred to in this agreement as the “*EULA Period*”.

Termination and Suspension of Services. When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the Contract Disputes Act. During any dispute, Twilio and/or Reseller shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

Survival. Upon termination or expiration of this EULA the terms of this EULA which by their nature are intended to survive shall survive any expiration or termination of this EULA, included but not limited to “Ownership,” “Confidentiality,” “Warranties and Disclaimers,” “Indemnification,” “Limitation of Liability,” and “General”.

General

No Waiver. Reseller’s failure to enforce at any time any provision of this EULA, the Agreement, or the Twilio AUP does not waive our right to do so later. And, if we do expressly waive any provision of this EULA or the Twilio AUP, that does not mean it is waived for all time in the future. Any waiver must be in writing and signed by and us to be legally binding.

Unenforceability. If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be unenforceable, that provision will be limited or eliminated to the minimum extent necessary to make it enforceable and, in any event, the rest of these Terms will continue in full force and effect.

Notices. Any notice required or permitted to be given under this EULA will be given in writing to the receiving party by personal delivery, certified mail, return receipt requested, overnight delivery by a nationally recognized carrier or by email upon confirmation of receipt.

Entire Agreement. Except as provided in this EULA, the Agreement and any attachments to either, this EULA supersede all prior and contemporaneous proposals, statements, sales materials or presentations and agreements, oral and written. No oral or written information or advice given by Reseller, its agents or employees will create a warranty or in any way increase the scope of the warranties in this EULA.

Governing Law and Venue. This EULA will be governed by and interpreted according to the Federal laws of the United States. This EULA will not be governed by the United Nations Convention on Contracts for the International Sale of Goods.

Twilio is a cloud communications platform that provides software developers with building blocks to add communications to web and mobile applications.

Interested in how your data is processed when you use SendGrid products and services? See the [SendGrid Privacy Policy](#).

Interested in how Twilio processes your data as a user of the Authy Mobile or Desktop App? See the [Authy App Privacy Notice](#).

We understand that when you use Twilio's platform you are placing your trust in us to handle your data appropriately, including the personal information of you and your end users. That is why we take a "No Shenanigans" approach to data protection.

Part of our "No Shenanigans" approach is to make sure that you, the developer, have information about how we process personal information in connection with your use of our products and services. We want to enable you to make informed decisions about your personal information when building your software applications on Twilio's platform. We also want to provide you with relevant information to help your end users make informed decisions about their personal information when they use your software applications built on Twilio's platform.

We're realists here. And, as much as our Privacy Team wishes it were otherwise, we know that most developers don't spend their time reading privacy notices...

But they do read API docs! So, we've added information to our [API docs](#) about personal information processing to give you information to help you build in a smarter, more privacy-aware way.

So, let's say you've read everything here and you've checked out our product-specific API docs, but you still have more questions or concerns about how we're processing personal information. You can contact our Privacy Team in the Office of the Data Protection Officer by either emailing us at privacy@twilio.com or, by writing to us at:

[Twilio Inc., 375 Beale Street, Suite 300, San Francisco, CA 94105 \(our worldwide headquarters\)](#)

[Twilio Ireland Limited, 25-28 North Wall Quay, Dublin 1, Ireland \(our European headquarters\)](#)

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Let's Get Oriented

Twilio processes two broad categories of personal information when you use our products and services:

- Your personal information as a developer customer (or potential developer customer) of Twilio - information that we refer to as **Customer Account Data**, and
- The personal information of your end users' who use or interact with your application that you've built on Twilio's platform - this category contains both your **Customer Usage Data** (e.g., communications metadata) and your **Customer Content** (e.g., the contents of communications).

Twilio processes these categories of personal information differently because the direct relationship we have with you, our customer, is different than the indirect relationship we have with your end users.

How Twilio Processes Your Personal Information

We, Twilio, collect and process your personal information:

- When you visit a Twilio public-facing website like twilio.com, twilio.org, or authy.com, sign up for a Twilio event, like Signal, or make a request to receive information about Twilio or our products, like a Twilio whitepaper or a newsletter;
- When you contact Twilio’s Sales Team or Customer Support Team; and
- When you sign up for a Twilio account and use our products and services.

We call this personal information **Customer Account Data**.

Data protection (aka privacy) laws in certain jurisdictions, like the European Economic Area (EEA), differentiate between “controllers” and “processors” of personal information. A controller decides why and how to process personal information.

A processor processes personal information on behalf of a controller based on the controller’s instructions. When Twilio processes your Customer Account Data, the Twilio entity with whom you are contracting is acting as a controller.

Broadly speaking, we use Customer Account Data to further our legitimate interests to:

- understand who our customers and potential customers are and their interests in Twilio’s product and services,
- manage our relationship with you and other customers,
- carry out core business operations such as accounting and filing taxes, and
- help detect, prevent, or investigate security incidents, fraud and other abuse and/or misuse of our products and services.

What Customer Account Data Twilio Processes When You Visit Our Website, Sign Up for a Twilio Event, or Make a Request for Information About Twilio and Why

When you visit our website, sign up for a Twilio event or request more information about Twilio, we collect information automatically using tracking technologies, like cookies, and through web forms where you type in your information. We collect this information to provide you with what you request through the web form, to learn more about who is interested in our products and services, and to improve navigation experience on our pages.

[Learn More](#)

What Customer Account Data Twilio Processes When You Communicate with Our Sales or Customer Support Teams and Why

You may share personal information, like your contact information, with a member of our Sales or Customer Support Team when you communicate with them. We keep a record of this interaction.

[Learn More](#)

What Customer Account Data Twilio Processes When You Sign Up for and Log Into a Twilio Account and Why

When you sign up for a Twilio account, we ask for certain information like your contact details and billing information so we can communicate with you and so you can pay for our products and services. We also collect some information automatically, like your IP address, when you log in to your account or when your software application built on Twilio makes requests to our APIs. We use this to understand who is using our services and how, and to detect, prevent and investigate fraud, abuse, or security incidents.

[Learn More](#)

Other Customer Account Data We Collect and Why

We may collect information about you, as our customer, from publicly-available sources so we can understand our customer base better.

[Learn More](#)

How Long We Store Your Customer Account Data

Twilio will store your Customer Account Data as long as needed to provide you with our services and to operate our business. If you ask Twilio to delete specific personal information from your Customer Account Data (see 'How To Make Choices About Your Customer Account Data' below), we will honor this request unless deleting that information prevents us from carrying out necessary business functions, like billing for our services, calculating taxes, or conducting required audits.

[Learn More](#)

How To Make Choices About Your Customer Account Data

You can make various choices about your Customer Account Data through the account portal, such as accessing it, correcting it, deleting it, or updating your choices about how it is used, when you log into your Twilio account or through the marketing preferences center. Any other requests about your data you cannot make through these self-service tools, you can request by emailing privacy@twilio.com or contacting [Customer Support](#).

[Learn More](#)

How Twilio Processes Your End Users' Personal Information

Your end users' personal information typically shows up on Twilio's platform in a few different ways:

- Communications-related personal information about your end users, like your end users' phone numbers for number-based communications, IP addresses for IP-based communications, or device tokens for push notifications, show up in our systems when you use or intend to use this information to contact your end user through use of our products and services.
- Your end users' personal information may show up in "friendly names," which are strings you provide, if you choose to include your end users' personal information as part of a string.
- Your end users' personal information may also be contained in the content of communications you (or your end users) send or receive using Twilio's products and services.

We call the information in the first two bullets above **Customer Usage Data**. The information in the third bullet is what we refer to as **Customer Content**.

As noted above, data protection (aka privacy) law in certain jurisdictions, like the EEA, differentiate between "controllers" and "processors" of personal information. When Twilio processes Customer Content, we generally act as a processor. When we process Customer Usage Data, we act as a processor in many respects, but we may act as a controller in others. For example, we may need to use certain Customer Usage Data for the legitimate interests of billing, reconciling invoices with telecommunications carriers, and in the context of troubleshooting and detecting problems with the network.

What Customer Usage Data and Customer Content Twilio Processes and Why

We use Customer Usage Data and Customer Content to provide services to you and to carry out necessary functions of our business as a communications service provider. We do not sell your end users' personal information and we do not share your end users' information with third parties for those third parties' own business interests.

[Learn More](#)

How Long Do We Store Customer Usage Data and Customer Content and Exercising Choices About End User Personal Information

Details regarding how long your end user personal information may be stored on Twilio systems and how to delete, access, or exercise other choices about end user data will depend on which Twilio products and services you are using and how you are using them. For that reason, our [API docs](#) for each of our products and services are the best place to find more detailed information about managing end user data collected and stored in connection with your use of our products and services.

[Learn More](#)

When and Why We Share Your Personal Information Or Your End Users' Personal Information

We do not sell or allow your Customer Account Data to be used by third parties for their own marketing purposes, unless you ask us to do this or give us your consent to do this. Further, we do not sell your end users' personal information (whether contained in Customer Usage Data or Customer Content). And, we do not share it with third parties for their own marketing or other purposes, unless you instruct us to do so.

[Learn More](#)

Transfers of Personal Information Out of the EEA and Switzerland

When you use our account portal, or our other products and services, personal information of you and your end users processed by Twilio may be transferred to the United States, where our primary processing facilities are located, and possibly to other countries where we or our service providers operate. These transfers will often be made in connection with routing your communications in the most efficient way.

Twilio employs appropriate safeguards for cross-border transfers of personal data, as required by applicable local law, including [Binding Corporate Rules](#) and the [EU-U.S. Privacy Shield and Swiss - U.S. Privacy Shield Frameworks](#).

[Learn More](#)

Automated Decision Making

Twilio may use automated decision making using a variety of signals derived from account activity to help identify and suspend accounts sending spam or engaged in other abusive or fraudulent activity. Holders of accounts suspended under these circumstances are notified of the suspension and given an opportunity to request human review of the suspension decision.

Handling Disputes Relating To Our Data Protection Practices

We hope we can resolve any disputes relating to our data protection practices between us. You can raise your concern or dispute by emailing our Privacy Team at privacy@twilio.com or by writing to us at:

Twilio Inc., 375 Beale Street, Suite 300, San Francisco, CA 94105 (our worldwide headquarters)

or

Twilio Ireland Limited, 25-28 North Wall Quay, Dublin 1, Ireland (our EEA headquarters).

For individuals in the EEA, you have additional rights to make a complaint to a competent data protection authority or commence proceedings in a court of competent jurisdiction in accordance with applicable data protection laws.

[Learn More](#)

How We Secure Personal Information

We use appropriate security measures to protect the security of your personal information both online and offline. These measures vary based on the sensitivity of the personal information we collect, process and store and the current state of technology. We also take measures to ensure service providers that process personal data on our behalf also have appropriate security controls in place.

[Learn More](#)

Other Information You May Find Useful

Here's some other information about our privacy practices, such as how we handle certain types of data like children's data or protected health information, how we handle do-not-track signals, what to expect if we make changes to our notice, and the legal bases for processing personal information.

[Learn More](#)

Twilio Acceptable Use Policy

LAST UPDATED DECEMBER 1, 2018

This Acceptable Use Policy (“AUP”) describes actions that Twilio prohibits when any party uses the Twilio Services. This AUP is attached to the Reseller Customer Pass-Through End User License Agreement (EULA) between the Government Ordering Activity (Customer) and the GSA Multiple Award Schedule (MAS) Contractor (Reseller), as such may be updated from time to time at <http://www.twilio.com/legal/aup>, upon five (5) business days prior written notice to Customer. The EULA contains definitions of capitalized terms not otherwise defined in this AUP and takes precedence over any conflicting provisions in this AUP.

Policy

You may not use the Twilio Services without agreeing to this AUP. Thus, you agree not to use, and not to encourage or allow any End User to use, the Twilio Services in the following prohibited ways:

1. Using the Twilio Services to encourage any illegal, fraudulent, abusive, or other activities that materially interfere with the business or activities of Twilio.
2. Attempting to bypass or break any security mechanism on any of the Twilio Services or using the Twilio Services in any other manner that poses a material security or service risk to Twilio or any of its other customers.
3. Reverse-engineering the Twilio Services in order to find limitations, vulnerabilities, or evade filtering capabilities.
4. Launching or facilitating, whether intentionally or unintentionally, a denial of service attack on any of the Twilio Services or any other conduct that materially and adversely impacts the availability, reliability, or stability of the Twilio Services.
5. Transmitting any material that contains viruses, Trojan horses, spyware, worms or any other malicious, harmful, or deleterious programs.
6. Using the Twilio Services in any manner that causes a telecommunications provider to complain about your use to Twilio or materially violates the following: (a) industry standards, policies and applicable guidelines published by (i) the CTIA (Cellular Telecommunications Industry Association), (ii) the Mobile Marketing Association, or (iii) any other generally recognized industry associations; (b) telecommunications provider guidelines and usage requirements as communicated in writing by Twilio to you.
7. Engaging in any unsolicited advertising, marketing or other activities prohibited by applicable law or regulation covering anti-spam, data protection, or privacy legislation in any applicable jurisdiction, including, but not limited to anti-spam laws and regulations such as the CAN SPAM Act of 2003, the Telephone Consumer Protection Act, and the Do-Not-Call Implementation Act.

8. Using the Twilio Services in connection with unsolicited, unwanted, or harassing communications (commercial or otherwise), including, but not limited to, phone calls, SMS or MMS messages, chat, voice mail, video, or faxes.
9. Using the Twilio Services to harvest or otherwise collect information about individuals, including email addresses or phone numbers, without their explicit consent or under false pretenses.
10. Using the Twilio Services to engage in, or in connection with fraudulent activity.
11. Using the Twilio Services to receive, send or otherwise process Protected Health Information as defined by the Health Insurance Portability and Accountability Act of 1996 as amended, unless you have signed a Business Associate Agreement with Twilio or your use of the Twilio Services fits within the "conduit" or some other exception for requiring a Business Associate Agreement.
12. Violating or facilitating the violation of any local, state, federal, or foreign law or regulation, including, but not limited to, laws and regulations regarding the transmission of data or software and recording of phone calls and communications.
13. Using the Twilio Services to record or monitor a phone call or other communication without securing consent from the participants to the phone call or other communication as required under applicable law (including, as applicable, California's Invasion of Privacy Act and similar laws in other jurisdictions).
14. Using the Twilio Services in a manner that triggers a law enforcement, government, or regulatory agency to request the suspension of the Twilio Services to you and/or your phone numbers.
15. Using the Twilio Services to transmit any material that infringes the intellectual property rights or other rights of third parties.
16. Using the Twilio Services to transmit any material that is, facilitates, or encourages libelous, defamatory, discriminatory, or otherwise malicious or harmful speech or acts to any person or entity, including but not limited to hate speech, and any other material that Twilio reasonably believes degrades, intimidates, incites violence against, or encourages prejudicial action against anyone based on age, gender, race, ethnicity, national origin, religion, sexual orientation, disability, geographic location or other protected category.
17. Using the Twilio Services to transmit any material or content that is offensive, inappropriate, pornographic, obscene, illegal, or otherwise objectionable to any person or entity.
18. Creating a false identity or forged email address or header, or phone number, or otherwise attempting to mislead others as to the identity of the sender or the origin of a message or phone call.
19. Having a high volume of unanswered phone calls or phone calls that are too short in duration (i.e., phone calls generally less than twelve (12) seconds in length).

Phone Number Reclamation

All phone numbers are subject to rules and restrictions imposed by telecommunications providers. In order to comply with such rules and restrictions, Twilio may, at its sole discretion, reclaim your phone numbers that do not have adequate usage, as determined by such telecommunications providers. Twilio, however, will use commercially reasonable efforts to (a) provide notice to you prior to any phone number reclamation and (b) to work with telecommunications providers to prevent the reclamation of any phone numbers.

While we've done our best to make our AUP complete, readable, and understandable, you may still have additional questions. We get that. So, feel free to contact our support team at help@twilio.com or write to us at the addresses below:

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Attention: Legal / Contracts Department

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