Customer will comply with the requirements set forth or linked below that are applicable to Customer’s use of the Services. From time to time, Twilio may update any existing requirements for a specific Service or country below or add requirements for certain Services or countries without notice. “Customer”, “Twilio”, “End User”, and “Services”, as used in any of the requirements set forth or linked below, will have the meanings provided in the Twilio Acceptable Use Policy.

Service Specific Requirements

Phone Numbers

Phone Number Information
Customer will provide Twilio with true, accurate, and complete information associated with Customer’s use of any phone number with the Services for which Twilio is required to have an address or any other information of Customer or an End User, if applicable, on record. Customer will keep the foregoing information current and provide reasonable cooperation regarding information requests from law enforcement, regulators, or telecommunications providers.

Phone Number Porting
Customer agrees not to obtain phone numbers for the sole purpose of immediately porting them out.

Customer agrees to provide Twilio with explicit consent in the form required by Twilio for each phone number that Customer seeks to port out. If Customer is not the person that makes use of a phone number that is to be ported out, Customer agrees to obtain such explicit consent from the person that makes use of such phone number prior to initiating a port-out request with Twilio. Customer agrees not to take any action to prevent the execution of a port-out request once it has instructed Twilio to facilitate such port-out request.

Customer’s port-out request may not be possible if (a) the phone number is not in service; (b) the port-out request is prohibited by applicable law or regulation; (c) the port-out request is not supported by the underlying telecommunications provider or entity receiving the port-in request; or (d) the port-out request is unauthorized, incomplete, or incorrect.

Phone Number Reclamation
Customer acknowledges that any phone numbers used with the Services 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 Customer’s 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 Customer prior to any phone number reclamation and (b) to work with telecommunications providers to prevent the reclamation of any phone numbers. As a general rule of thumb, Twilio recommends that Customer regularly uses its phone numbers.

Separately, Twilio may reclaim, without prior notice, (a) any phone number associated with a trial account that has not been used for more than thirty (30) days or (b) any phone number associated with Customer’s account that has been suspended for more than thirty (30) days.
Twilio Messaging Policy

Short Codes
Customer must submit a completed short code application for each short code Customer intends to use to the applicable telecommunications provider for approval. Twilio has no control over a telecommunications provider’s approval of short code applications. Telecommunications providers may require, from time to time, additional information from Customer or modifications to Customer’s short code application. Customer is not entitled to any refunds or credits of any short code application fees or short code lease fees if Customer fails to provide such additional information or make the required modifications.

Twilio will not change its short code use case approved by the applicable telecommunications provider without first working with Twilio to have the new short code use case approved by such telecommunications provider.

Programmable Voice

Unanswered Voice Calls & Low Average Voice Call Duration
Customer will not have, in a given month, (a) a high volume of unanswered outbound voice call attempts from a single originating phone number or (b) a low average outbound voice call duration. Telecommunications providers may independently block Customer’s use of their networks if Customer engages in any of the foregoing behavior.

Traceback Investigations
Twilio will cooperate in trace back investigations by identifying the upstream provider from which a suspected illegal robocall entered Twilio’s network or by identifying its own customer if such robocall originated in Twilio’s network.

Twilio SendGrid E-Mail

Customer will not use e-mail Services in a way that violates generally recognized industry guidelines, including, without limitation, (a) using non-permission based email lists (i.e., lists in which each recipient has not explicitly granted permission to receive emails from Customer by affirmatively opting-in to receive those emails); (b) using purchased or rented email lists; (c) using third party email addresses, domain names, or mail servers without proper permission; (d) sending emails to non-specific addresses (e.g., webmaster@domain.com or info@domain.com); (e) sending emails that result in an unacceptable number of spam or unsolicited commercial email complaints (even if the emails themselves are not actually spam or unsolicited commercial email); (f) failing to include a working “unsubscribe” link in each email that allows the recipient to remove themselves from Customer’s mailing list; (g) failing to comply with any request from a recipient to be removed from Customer’s mailing list within 10 days of receipt of the request; (h) failing to include in each email a link to the then-current privacy policy applicable to that email; (i) disguising the origin or subject matter of any email or falsifying or manipulating the originating email address, subject line, headers, or transmission path information for any email; (j) failing to include in each email Customer’s valid physical mailing address or a link to that information; and (k) including “junk mail,”
“chain letters,” “pyramid schemes,” incentives (e.g., coupons, discounts, awards, or other incentives) or other material in any email that encourages a recipient to forward the email to another recipient.

**Twilio Flex**

**Twilio Flex Fair Usage Policy**

**Twilio Flex - Zendesk Marketplace**

**Twilio <Pay>**

1. **Twilio <Pay>**. Twilio <Pay> allows Customer to build PCI-compliant voice applications using the Programmable Voice portion of the Services. “Twilio <Pay>” consists of three separate services: (1) the Twilio <Pay> Verb, which orchestrates the capture of payment information; (2) Twilio <Pay> Connectors, which transmits transactions to a payment processor of Customer’s choice; and (3) Twilio Agent Assisted <Pay>, which allows agents to control the capture of payment information. In order to use Twilio <Pay>, Customer must have PCI mode enabled for the Programmable Voice portion of the Services in Customer’s account. Twilio <Pay> Verb, Twilio <Pay> Connectors, and Twilio Agent Assisted <Pay> are Payment Card Industry Data Security Standard (“**PCI-DSS**”) Level 1 compliant.

2. **Payment Processing.** Twilio is not a payment processor nor is Twilio providing Customer with, directly or indirectly, any payment processing services. Twilio is not responsible for (a) the acts or omissions of any payment processor, including, without limitation, a payment processor’s failure to process any payments; (b) any data provided by Customer to Twilio that is in a payment processor’s possession; or (c) network connectivity problems outside of Twilio’s network.

3. **PCI-DSS Compliance.** Customer will comply with PCI-DSS in connection with its use of Twilio <Pay>, including, without limitation, responsibilities that are designated for Customer, including Customer’s portion of any shared responsibilities between Twilio and Customer, as set forth in the PCI-DSS Responsibility Matrix available at https://www.twilio.com/pci-compliance. Customer acknowledges and understands that using Twilio <Pay> will not make Customer PCI-DSS compliant.

4. **Payment Issues.** Customer is solely responsible for managing and resolving all complaints, refunds, or credits or payment issues, disputes, reversals, chargebacks, or adjustments.

5. **Payment Processor Credential Limitations.** Customer will limit Twilio’s access to Customer’s payment processor account only to allow Twilio to transmit payment information to a payment processor for the charging and tokenization of payments.

**Twilio Marketplace Add-Ons**

Twilio may make available through the Twilio Marketplace additional features, functionality, and services (each, an “Add-on”) offered by its third-party partners (each, an “Add-on Provider”). Use of Add-ons is voluntary and not a requirement for Customer to use the Services. Customer will be required to accept an Add-on Provider’s terms of service (each, an “Add-on Provider’s Terms”) during the installation process.
for each Add-on that Customer uses. Customer will comply with the applicable Add-on Provider’s Terms. An Add-on Provider’s provision and Customer’s use of an Add-on, including any exchange of data between Customer and an Add-on Provider, is solely between Customer and such Add-on Provider. For the avoidance of doubt, Add-ons are not part of the Services and Twilio does not provide any support or warranties for such Add-ons. An Add-on Provider (and not Twilio) is solely responsible for the Add-on that it provides and any claims that Customer or any other party may have in connection with such Add-on or Customer’s use thereof. The Add-on Provider’s Terms will not modify or otherwise supersede the terms of the agreement between Customer and Twilio covering Customer’s use of the Services. By purchasing an Add-on, Customer grants Twilio permission to share any software application or service made available by Customer that interfaces with the Services and any data provided by Customer to Twilio with the Add-on Provider as necessary to provide Customer the Add-on.

**Country Specific Requirements**

These country specific requirements may apply to Customer even if Customer is not located, domiciled, or doing business in a country listed below.

**Brazil**

**Voice Calls Originating from Brazil Phone Numbers**
For any voice calls that originate from a Brazilian phone number in a given month that have a call duration equal to or less than three (3) seconds in length, Twilio will credit to Customer the fees for such voice calls, including any surcharges related thereto. For the avoidance of doubt, pursuant to applicable Brazilian regulatory requirements, all voice calls that originate from a Brazilian phone number will be billed at 30 + 6 second increments.

**United States, Canada, & Mexico**

**Emergency Services in the United States and Canada**

**Voice Calls Originating from North American Phone Numbers**
If 20% or more of Customer’s (a) voice calls placed to North American phone numbers in a given month have a duration equal to or less than six (6) seconds in length (“Short Duration Calls”) or (b) voice calls placed to North American phone numbers are unanswered in a given month (“Unanswered Calls”), then Twilio may charge Customer a $0.015 surcharge for each Short Duration Call and each Unanswered Call in such month. If Customer has an average call duration that is below thirty (30) seconds in length for voice calls placed to North American phone numbers in a given month, then Twilio may charge Customer a $0.01 surcharge for each minute that Customer is billed for such calls in such month. The foregoing surcharges will be in addition to any fees that Customer owes to Twilio.

**Spain**

**Interpersonal Communications**
United Arab Emirates (UAE)

UAE Toll-Free & Geographic Phone Numbers
If Customer purchases a United Arab Emirates toll-free phone number ("UAE Toll-Free Number") or a United Arab Emirates geographic phone number ("UAE Geographic Number") from Twilio, the following terms apply:

(a) Customer will not transfer, resell, lease, or make available to third parties, or otherwise offer on a standalone basis a UAE Toll-Free Number;
(b) Voice calls placed by Customer to a UAE Toll-Free Number must terminate in the United Arab Emirates; and
(c) A UAE Geographic Number will only be used to receive inbound voice calls. Customer is strictly prohibited from placing or attempting to place any outbound voice calls from a UAE Geographic Number via the Services or through any other means, such as a SIP Trunk.

United Kingdom (UK)

UK Emergency Calling Functionality
These UK Emergency Calling Functionality requirements ("UK Emergency Call Requirements") will apply to Customer if Customer or an End User opts for UK Emergency Calling Functionality (as defined below). These UK Emergency Call Requirements supplement the terms of the agreement between Customer and Twilio covering Customer’s use of the Services ("Agreement"). In the event of any direct conflict between these UK Emergency Call Requirements and the Agreement, these UK Emergency Call Requirements will control solely with respect to UK Emergency Calling Functionality.

1. Approved Services. Customer will only use the following Approved Services to place voice calls using UK Emergency Calling Functionality, subject to these UK Emergency Call Requirements and the applicable Approved Service Documentation:

<table>
<thead>
<tr>
<th>Approved Service:</th>
<th>Approved Service Documentation:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elastic SIP Trunking</td>
<td><a href="https://www.twilio.com/docs/sip-trunking/emergency-calling">https://www.twilio.com/docs/sip-trunking/emergency-calling</a></td>
</tr>
<tr>
<td>Programmable Voice SIP Interfaces</td>
<td><a href="https://www.twilio.com/docs/voice/sip/emergency-calling">https://www.twilio.com/docs/voice/sip/emergency-calling</a></td>
</tr>
</tbody>
</table>

2. Definitions.

“Emergency Services” means any organization or personnel providing a vital service relating to the safety of life in an emergency.

“Public Service Access Point” means a central call center where voice calls placed to a UK Emergency Number are first received for onward transfer to Emergency Services based on the Registered Emergency Address associated with a UK Approved Number placing such voice call.

“Registered Emergency Address” means the physical address that Customer is responsible for associating with each UK Approved Number.
“SIP” means Session Initiation Protocol, which is the signaling protocol used between Voice over Internet Protocol (VoIP) networks to establish, control, and terminate voice calls.

“UK Approved Number” means a United Kingdom geographic or national phone number assigned to Customer, on behalf of itself or an End User, by Twilio.

“UK Emergency Calling Functionality” means the functionality that allows a person to place voice calls to a UK Emergency Number from a UK Approved Number via the Approved Services.

“UK Emergency Number” means 112 or 999 emergency phone number.

3. Customer Obligations for UK Emergency Calling Functionality. Customer will: (a) use UK Emergency Calling Functionality in accordance with these UK Emergency Call Requirements and the applicable Approved Service Documentation; (b) use and permit End Users to use only the Approved Services and UK Approved Numbers with UK Emergency Calling Functionality; (b) comply with applicable laws, regulations, and government requirements as it relates to the use of UK Emergency Calling Functionality; (c) inform End Users about (i) these UK Emergency Call Requirements, including, without limitation, the limitations set forth in Section 5 (UK Emergency Calling Functionality Limitations) and (ii) the difference between UK Emergency Calling Functionality and placing voice calls to Emergency Services over a traditional wireline or wireless telephone service; (d) properly configure UK Approved Numbers to receive inbound voice calls in order to receive them from a Public Service Access Point and Emergency Services; (e) not block and ensure its End Users do not block UK Approved Numbers on any device used when placing voice calls using UK Emergency Calling Functionality; and (f) make and ensure its End Users make their UK Approved Number(s) available in the From/P-Asserted-Identity SIP headers of an incoming SIP request.

4. Registered Address Obligations. Customer will provide Twilio, via Customer’s account or the Twilio application programming interface (API), a Registered Emergency Address for each UK Approved Number. Twilio will provide such Registered Emergency Address to a centralised database for addresses to be utilised by a Public Service Access Point and Emergency Services. UK Emergency Calling Functionality will be available to Customer once a Registered Emergency Address for each UK Approved Number is registered in such centralised database. Customer is solely responsible for ensuring each Registered Emergency Address (a) is and remains current, valid, accurate, and correctly associated with a UK Approved Number and (b) includes sufficient information to enable Emergency Services to locate Customer or an End User (e.g., floor number on which Customer or an End User is located if a Registered Emergency Address is of a multi-story building) that placed the voice call to a UK Emergency Number.

5. UK Emergency Calling Functionality Limitations. The UK Emergency Calling Functionality may not be operable if (a) Customer, an End User, or the site from which a voice call is placed using UK Emergency Calling Functionality experiences power or internet issues or outages; (b) there is a failure, malfunction, or incompatibility of Customer’s or an End User’s equipment, software application, or services; (c) there are issues or outages with telecommunication providers’ networks; (d) there are routing issues once a voice call to a UK Emergency Number has left Twilio’s network; or (e) the Approved Services are suspended arising from Customer’s breach of the Agreement or these UK Emergency Call Requirements (collectively, “Inoperative Events”). IF CUSTOMER IS NOT COMFORTABLE WITH ANY INOPERATIVE EVENT, TWILIO RECOMMENDS THAT CUSTOMER SELECTS AN ALTERNATIVE METHOD TO CONTACT, AND ALLOW END USERS TO CONTACT, EMERGENCY SERVICES.
6. DISCLAIMER. NEITHER TWILIO NOR ITS REPRESENTATIVES WILL BE LIABLE UNDER ANY LEGAL OR EQUITABLE THEORY FOR ANY CLAIM, DAMAGE, OR LOSS (AND CUSTOMER WILL HOLD TWILIO HARMLESS AGAINST ANY AND ALL SUCH CLAIMS, DAMAGES, OR LOSSES) ARISING FROM OR RELATING TO (a) CUSTOMER’S FAILURE TO PROVIDE THE CURRENT, VALID, AND ACCURATE REGISTERED EMERGENCY ADDRESS FOR EACH UK APPROVED NUMBER IN THE REQUISITE FORMAT; (b) THE USE OF UK EMERGENCY CALLING FUNCTIONALITY WITH (i) ANY SERVICES THAT ARE NOT APPROVED SERVICES OR IN A MANNER THAT IS NOT CONSISTENT WITH THE APPLICABLE APPROVED SERVICE DOCUMENTATION OR (ii) PHONE NUMBERS THAT ARE NOT UK APPROVED NUMBERS; OR (c) UK EMERGENCY CALLING FUNCTIONALITY THAT IS NOT OPERABLE DUE TO ANY INOPERATIVE EVENT.

Other

European Electronic Communications Code Rights Waiver
If Twilio provides you with services within the European Economic Area or United Kingdom, you hereby waive the right (where you are entitled to do so) to:

(a) have our contract with you made available to you in a durable medium;
(b) have a contract summary provided to you; and
(c) be notified when your usage of any services based on volume or time limits reaches the limits of your tariff plan.

In addition, your order form with Twilio may set out a commitment period. In the event this period is longer than the maximum statutory period, you hereby waive the right to a shorter commitment period.