



Treasure AI SMS/Messaging Terms

Updated: September 4, 2026

These SMS/Messaging Terms ("**SMS/Messaging Terms**") are incorporated by reference into each Order Form that references them and form part of the Agreement between Treasure Data, Inc., dba Treasure AI ("**Treasure AI**") and Customer. They apply only to Customer's use of the SMS/Messaging Service. Capitalized terms not defined in these SMS/Messaging Terms have the meanings given in the Agreement. Except as expressly stated in these SMS/Messaging Terms, the Agreement governs the parties' relationship.

1. Definitions

1.1. "Carrier" means a mobile network operator, telecommunications provider, or other communications network provider involved in transmitting or delivering a Message.

1.2. "Message" means an SMS, MMS, RCS, or other text-based communication sent or received using the SMS/Messaging Service.

1.3. "Recipient" means an individual or other recipient to whom a Message is sent using the SMS/Messaging Service.

1.4. "SMS/Messaging Service" means the Service functionality to send a Message through one or more Underlying Providers and Carrier connections.

1.5. "Underlying Provider" means a third-party provider of messaging infrastructure, connectivity, telephone numbers, sender registration, routing, delivery, or related functionality used to provide the SMS/Messaging Service.

1.6. "Pass-Through Terms" means the applicable acceptable use policies, messaging policies, service-specific and country-specific requirements, technical documentation, registration and vetting requirements, sender and content restrictions, and other requirements imposed by an Underlying Provider or Carrier, including, where applicable, the Twilio Acceptable Use Policy at <https://www.twilio.com/en-us/legal/aup> and Twilio Messaging Policy at <https://www.twilio.com/en-us/legal/messaging-policy>, as updated from time to time. Pass-Through Terms apply only to Customer's use of the applicable Underlying Provider or Carrier network and do not expand Treasure AI's obligations, warranties, service levels, indemnification obligations, or liability under the Agreement.

2. Service and Provider Requirements

2.1. The SMS/Messaging Service depends on Underlying Providers and Carriers. Treasure AI may use, add, replace, or remove Underlying Providers and may route different Messages, Message types, or geographic traffic through different providers. Customer may use the SMS/Messaging Service only in accordance with the Agreement, these SMS/Messaging Terms, applicable Documentation, the Pass-Through Terms, and applicable Law. Treasure AI will identify or make available applicable Pass-Through Terms upon request, including by link, attachment, or other reasonable means.

2.2. Different sender types—including long codes, toll-free numbers, short codes, alphanumeric sender IDs—may be subject to different registration, vetting, content, throughput, geographic, and Pass-Through Terms. Customer will comply with all such requirements and promptly modify its use of the SMS/Messaging Service as reasonably necessary to comply with such requirements.

2.3. Treasure AI does not operate public telecommunications networks, Carrier connections, telephone-number registries, short-code or 10DLC registration systems, or Recipient devices. Treasure AI does not guarantee delivery, delivery timing, or receipt of any Message. Messages may be delayed, filtered, misrouted, altered, intercepted, or lost in transit through networks outside Treasure AI's control and may not be encrypted while traversing public telecommunications networks. Treasure AI is not responsible for the transmission of Messages over networks outside Treasure AI's control.

3. Customer SMS Compliance Obligations

3.1. Customer is responsible for its use of the SMS/Messaging Service and the acts and omissions of its Users and other persons accessing or using the SMS/Messaging Service through Customer's account or systems. Customer will comply with all consent, notice, opt-out, registration, sender-identification, and messaging requirements imposed by applicable Law, the Agreement, these SMS/Messaging Terms, and the Pass-Through Terms. Without limiting the foregoing:

3.1.1. Customer will comply with the Telephone Consumer Protection Act, CTIA principles, and applicable FTC rules and regulations.

3.1.2. Before sending any Message, Customer will obtain and maintain all required consents, permissions, and notices. Customer will maintain records of any such consents, permissions and notices sufficient to demonstrate compliance with these SMS/Messaging Terms and applicable Law, and in any case sufficient to demonstrate the source, date, method, scope, and content of consent, and will provide them upon reasonable request in connection with a complaint, investigation, Carrier inquiry, or regulatory inquiry.



3.1.3. For any messaging program, including any US short-code program, where required by applicable Law or the Pass-Through Terms, Customer will maintain publicly accessible mobile terms of service and a privacy policy that apply to the applicable messaging program. The mobile terms of service will identify the applicable brand or program, briefly describe the program and the Messages, state the applicable message frequency, state that "Message and data rates may apply," provide prominent STOP and HELP or customer-care instructions, include a disclaimer that Carriers are not liable for delayed or undelivered Messages, and link to the applicable privacy policy. Customer will provide the related registration, call-to-action, opt-in, and sample-message materials reasonably required by Treasure AI, an Underlying Provider, or a Carrier, and will ensure that each applicable call-to-action or opt-in flow includes the applicable program or service description, message frequency, "Message and data rates may apply" disclosure, HELP and STOP instructions, and links to the applicable mobile terms of service and privacy policy. Customer will use these disclosures for each applicable opt-in method, including online, paper, telephone, and in-person opt-ins.

3.1.4. Customer will promptly honor STOP, unsubscribe, and other opt-out requests, maintain a functioning HELP/support process, and maintain suppression controls at the campaign, sender, telephone-number, and program levels where required by applicable Law or the Pass-Through Terms. Customer will retain and apply applicable suppression records for the period required by applicable Law, the Pass-Through Terms, or the Agreement. Customer will not send further promotional or recurring Messages to a number subject to an opt-out unless the recipient provides new consent in accordance with applicable Law and the Pass-Through Terms.

3.1.5. Customer will not rely on third-party consent unless the consent specifically identifies Customer as an intended sender, covers the intended Messages, and Customer is legally entitled to rely on it for using the SMS/Messaging Service in accordance with these SMS/Messaging Terms and applicable Law.

3.1.6. Customer will complete required sender, telephone-number, A2P, 10DLC, short-code, toll-free, campaign, and other registration or vetting processes and ensure that all submitted information is accurate, complete, current, and representative of actual use. Customer will not send Messages to any country, destination, sender type, or telephone number blocked or restricted by Treasure AI, an Underlying Provider, a Carrier, or applicable Law.

3.1.7. Customer will not use purchased, rented, scraped, harvested, or unlawfully obtained lists; use an anonymous or undisclosed sender; resell or sublicense the SMS/Messaging Service; or attempt to evade any Treasure AI, Underlying Provider, or Carrier filters, registration, content-review, opt-out, rate-limit, fraud, or other compliance controls.

3.1.8. Customer represents and warrants that it owns or has obtained the rights, licenses, permissions, and consents necessary to transmit its Messages and all associated content, links, images, sender information, and other materials.

3.1.9. Customer will ensure that each Message identifies Customer or the applicable sender where required by applicable Law or the Pass-Through Terms. Customer will reasonably cooperate with Treasure AI, Underlying Providers, Carriers, regulators, and law-enforcement authorities concerning complaints, investigations, registration, sender verification, fraud prevention, suspected abuse, and compliance inquiries.

4. Prohibited Uses

4.1. Customer will not use, or permit a User or an end user to use, the SMS/Messaging Service in violation of the Agreement, these SMS/Messaging Terms, applicable Law, or the Pass-Through Terms. Prohibited uses include spam, fraud, phishing, deceptive solicitation, unlawful gambling, adult or sexually explicit content where prohibited or restricted by the applicable Underlying Provider or Carrier, controlled substances, firearms or weapons, high-risk financial services, prohibited debt collection, deceptive investment opportunities, or other content prohibited by applicable Law or the Pass-Through Terms. This list is illustrative and non-exhaustive.

4.2. Customer will not use the SMS/Messaging Service for emergency calling or messaging, communications to 911 or public-safety answering points, IPAWS or public-warning communications, hazardous environments, critical systems, or any use requiring guaranteed delivery, timing, location determination, or availability. The SMS/Messaging Service is not a substitute for traditional telephone, mobile, emergency, or public-safety services.

5. Data and Sensitive Information

5.1. Customer Data submitted, imported, or otherwise transferred by or on behalf of Customer through the SMS/Messaging Service—including Message content, sender and recipient information, telephone numbers, registration information, campaign information, opt-in records, and related materials—will be governed by the applicable Agreement and any applicable data protection, security, or data processing terms incorporated into the applicable Order Form or Agreement. Customer acknowledges that Collected Data, communications metadata, routing information, delivery information, timestamps, telephone numbers, and other information may be transmitted through and processed by Treasure AI, Underlying Providers, and Carriers as necessary to provide the SMS/Messaging Service, comply with applicable Law and telecommunications requirements, complete registration or vetting, prevent fraud and abuse, maintain service performance, and respond to lawful requests. Underlying Providers and Carriers may have their own legal, regulatory, privacy, and security obligations.



5.2. Customer will not use the SMS/Messaging Service to process Sensitive Data except as expressly permitted under the applicable Agreement, Order Form, Data Processing Addendum, security terms, or business associate agreement. Customer will not transmit Protected Health Information through the SMS/Messaging Service unless the parties have entered into any required business associate agreement and Treasure AI has confirmed in writing that the SMS/Messaging Service is approved for such use.

5.3. Customer will not use the SMS/Messaging Service to process any personal data protected under the General Data Protection Regulation ("GDPR"), the GDPR as incorporated into UK law by the Data Protection Act 2018 and amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 ("UK GDPR"), or the Federal Data Protection Act of 19 June 1992 (Switzerland), unless expressly agreed by Treasure AI in the Agreement or any written amendment to it.

6. Suspension and Service Changes

6.1. Any suspension rights in the Agreement apply to the SMS/Messaging Service. In addition, Treasure AI may suspend or restrict the SMS/Messaging Service immediately, without prior notice where reasonably necessary, if an Underlying Provider, Carrier, regulator, or law-enforcement authority requires it; if Customer's use creates a material security, fraud, abuse, delivery, or operational risk; if registration information is inaccurate or incomplete; if Customer violates or is reasonably suspected of violating the Agreement, applicable Law, Documentation, or Pass-Through Terms; if Treasure AI receives material complaints concerning Customer's Messages; or if opt-out, complaint, fraud, or delivery-failure rates are materially or abnormally elevated. Treasure AI will provide notice where feasible and limit suspension to affected functionality where reasonably practicable.

6.2. If an Underlying Provider or Carrier discontinues, restricts, or materially changes the applicable functionality, or Treasure AI can no longer provide it on commercially reasonable terms, Treasure AI may modify, suspend, or discontinue the affected functionality upon reasonable notice where practicable and will use commercially reasonable efforts to provide a comparable alternative where feasible. An Underlying Provider or Carrier may suspend, block, filter, delay, reject, or discontinue Messages or sender identities without advance notice. Treasure AI is not responsible for a suspension, blocking, filtering, delay, rejection, or discontinuation caused by an Underlying Provider, Carrier, regulator, telecommunications network, or other third party, except to the extent caused by Treasure AI's breach of the Agreement. Treasure AI does not guarantee preservation of telephone numbers, sender identities, registrations, message history, or other messaging resources.

7. Fees

7.1. Fees are governed by the applicable Order Form and the Agreement. Treasure AI may pass through Carrier surcharges, communications charges, per-message or per-segment fees, MMS/RCS fees, number-provisioning fees, registration or vetting fees, and other Underlying Provider or Carrier charges attributable to Customer's use. Customer is responsible for Taxes under the Agreement and for fines, penalties, or assessments imposed on Treasure AI by a government, regulator, Underlying Provider, or Carrier as a result of Customer's violation or misuse.

7.2. Unless otherwise stated in the applicable Order Form or pricing documentation, usage charges may apply to Messages submitted, attempted, accepted, or processed for delivery, whether or not ultimately delivered. A Message may be charged as multiple segments based on character length, encoding, message type, destination, or Carrier requirements, where applicable under the relevant pricing or Carrier rules. Recipients may incur message or data charges from their wireless Carriers, and Customer is responsible for disclosing that possibility in its consent and messaging notices.

8. Relationship to the Agreement

8.1. Except as expressly stated in these SMS/Messaging Terms, the applicable Agreement controls. Except for Section 9 below, these SMS/Messaging Terms control only to the extent of a specific conflict concerning the operational use of the SMS/Messaging Service. Pass-Through Terms control only with respect to provider- or Carrier-mandated operational, technical, registration, content, routing, suspension, termination, charging, or delivery requirements and do not modify the parties' other contractual rights or obligations unless expressly agreed in writing. Any indemnification obligations under the applicable Agreement cover Customer's use of the SMS/Messaging Service. Underlying Providers and Carriers are not parties to the Agreement or these SMS/Messaging Terms, and Customer's contractual rights and remedies arise solely against Treasure AI under the Agreement.

8.2. Upon expiration or termination of the Agreement or Customer's access to the SMS/Messaging Service, Customer will cease use of the SMS/Messaging Service, continue honoring opt-outs, and retain consent, registration, complaint, opt-out and suppression records for the period required by applicable Law or the Agreement.

9. Addendum to the DPA

9.1. The data processing agreement or addendum between the Parties that forms part of the Agreement ("DPA") is amended according to the provisions of this Section 9.

9.2. For purposes of this Section 9 only, the following capitalized terms have the following meanings:



9.2.1. “**CCPA**” means the California Consumer Privacy Act 2018, codified at Cal. Civ. Code § 1798.100 et seq., as amended by the California Privacy Rights Act of 2020 and implementing regulations, all of the foregoing as amended, superseded or replaced from time to time.

9.2.2. “**Communications Usage Data**” means data, including personal data, processed by Twilio to transmit, distribute, or exchange Customer Content through the public switched telephone network or other communications network, as well as to optimize and maintain the SMS/Messaging Service’s performance, investigate and prevent system abuse, and identify the source of SMS/Messaging Service requests, including (a) electronic communications metadata such as traffic records and routing details used to identify the source and destination of a communications, such as sender/recipient information, phone number, communication logs, and other metadata regarding the type, date, time, duration, and status of communications (e.g., delivered, opened, or bounced) or (b) device data generated in the context of providing the SMS/Messaging Service or using Twilio’s application programming interfaces, such as operating systems, browser details, IP addresses, identifiers, general location data, and activity logs.

9.2.3. “**Customer Account Data**” means (a) contact data of individuals authorized by Customer to set up and access Customer’s account for the use of the SMS/Messaging Service; (b) data relating to billing management and purchase history; (c) personal data Twilio may need to administer Customer’s account, provision the SMS/Messaging Service, or verify the identity of Customer’s Users for security and verification purposes, as part of Twilio’s obligation to retain Subscriber Records, and other applicable statutory requirements.

9.2.4. “**Customer Content**” means data, including personal data, that is: (a) within any communications content exchanged as a result of using the SMS/Messaging Service, such as text message bodies, voice, sound, video media, images, email bodies, subject lines, and recipients and, where applicable, within any data that Customer submits to the SMS/Messaging Service or generated for Customer’s use as part of the SMS/Messaging Service; and (b) stored on Customer’s behalf, such as communications content, transcripts, recordings, or communications logs, within the SMS/Messaging Service, or marketing campaign data that Customer has uploaded to the SMS/Messaging Service.

9.2.5. “**Customer Personal Data**” means personal data included in Customer Account Data, Communications Usage Data or Customer Content.

9.2.6. “**Service**” means any portion of the SMS/Messaging Service that is performed by Twilio.

9.2.7. “**Subscriber Records**” means Customer Account Data containing proof of identification and proof of physical address necessary for Twilio to provide Customer with phone numbers in certain countries.

9.2.8. “**Twilio**” refers to Twilio, Inc. when acting as an Underlying Provider.

9.3. Customer acknowledges and agrees that Twilio acts as an independent controller of personal data included in Customer Data:

9.3.1. to the extent necessary for the legitimate business purposes described in Sections 9.4, 9.5, 9.6 below;

9.3.2. as otherwise permitted under applicable Law and in accordance with these SMS/Messaging Terms; and

9.3.3. as otherwise authorized or requested by Customer.

9.4. Customer acknowledges and agrees that Twilio is an independent controller of **Customer Account Data** which it processes:

9.4.1. to manage identity verification required to access or use the SMS/Messaging Service;

9.4.2. to carry out Twilio’s core business operations, such as accounting, auditing, and filing taxes;

9.4.3. to prevent, detect, or investigate security incidents and manage the security of Twilio’s platform and services;

9.4.4. to prevent, detect, or investigate service abuse, or to assist telecommunications providers, regulators, or law enforcement agencies with combating spam, fraud, or illegal activities;

9.4.5. for business analytics, internal reporting, financial reporting, forecasting capacity and revenue planning, and product strategy; and

9.4.6. to comply with Twilio’s legal and regulatory obligations, including, without limitation, to maintain Subscriber Records.

9.5. Customer acknowledges and agrees that Twilio is an independent controller of **Communications Usage Data** which it processes in order to:

9.5.1. carry out the necessary functions as an electronic communications service provider, such as (i) for Twilio’s accounting, tax, billing, audit, and compliance purposes; (ii) to provide, optimize, and maintain the SMS/Messaging Service; and (iii) to prevent, detect, or investigate security incidents and manage the security of Twilio’s platform and services;



9.5.2. prevent, detect, or investigate service abuse, or to assist telecommunications providers, regulators, or law enforcement agencies with combating spam, fraud, or illegal activities;

9.5.3. comply with Twilio's legal and regulatory obligations, including, without limitation, to maintain Subscriber Records, communications industry codes of conduct, and contractual commitments to telecommunications providers; and

9.5.4. anonymize, de-identify, or aggregate Communications Usage Data such that it does not identify Customer, its Users, or any Data Subject.

9.6. Customer acknowledges and agrees that Twilio is an independent controller of **Customer Content**, which it processes to the extent necessary:

9.6.1. to prevent, detect, or investigate security incidents and manage the security of Twilio's platform and services;

9.6.2. to prevent, detect, or investigate service abuse, or to assist telecommunications providers, regulators, or law enforcement agencies with combating spam, fraud, or illegal activities;

9.6.3. to comply with Twilio's legal and regulatory obligations, including, without limitation, to maintain Subscriber Records, communications industry codes of conduct, and contractual commitments to telecommunications providers;

9.6.4. for business analytics, internal reporting, financial reporting, forecasting capacity and revenue planning, and product strategy, provided that Customer Content is first anonymized, de-identified, or aggregated where reasonably necessary or where required by laws and regulations applicable to Twilio's processing of personal data; and

9.6.5. as otherwise authorized or requested by Customer.

9.7. Where Treasure AI processes Customer Personal Data as a "service provider" to Customer for purposes of the CCPA, Customer instructs and authorizes Treasure AI to disclose Customer Personal Data to Twilio, where Twilio is the Underlying Provider, solely as necessary to provide, support, secure and operate the SMS/Messaging Service and for the purposes described in Sections 9.3 to 9.6. Customer acknowledges and agrees that, in respect of the processing activities identified in Sections 9.3 to 9.6, Twilio may process certain Customer Personal Data as an independent "business" under the CCPA (and/or an independent controller under applicable privacy laws). Customer acknowledges and agrees that such disclosure by Treasure AI is made pursuant to Customer's instructions in connection with Customer's use of the SMS/Messaging Service. Treasure AI does not receive monetary or other valuable consideration from Twilio in exchange for Customer Personal Data, and the parties do not intend such disclosure to constitute a "sale" or "sharing" of personal information by Treasure AI under the CCPA. Customer is responsible for ensuring that its instructions to Treasure AI, including the disclosure of Customer Personal Data to Twilio and Twilio's processing for the purposes described in Sections 9.3 to 9.6, comply with applicable privacy and data protection laws, including providing any notices and obtaining any consents or other permissions required by such laws.

9.8. Upon acceptance of these SMS/Messaging Terms, Customer agrees to the engagement of Twilio as a "Sub-processor" (as this term is defined in the DPA) for the processing of any Personal Data in Customer Data subject to the DPA.