

# Boiler Plate Assets for 10DLC Compliance

In both Terms of Service & Privacy Policy, remove any mention of the following keywords in reference to selling or sharing leads' information with a third party: "share," Sell," "affiliate," or "third-party."

## Terms of Service

{Program Name}

1. {Insert program description here; a brief description of the types of messages users can expect upon opting in.}
2. You can cancel the SMS service at any time. Simply text "STOP" to the shortcode. Upon sending "STOP," we will confirm your unsubscribe status via SMS. Following this confirmation, you will no longer receive SMS messages from us. To rejoin, sign up as you did initially, and we will resume sending SMS messages to you.
3. If you experience issues with the messaging program, reply with the keyword HELP for more assistance, or reach out directly to {support email address or toll-free number}.
4. Carriers are not liable for delayed or undelivered messages.
5. As always, message and data rates may apply for messages sent to you from us and to us from you. Message frequency varies. For questions about your text plan or data plan, contact your wireless provider.
6. For privacy-related inquiries, please refer to our privacy policy: {link to privacy policy}.

## Privacy Policy

We may share Your personal information in the following situations:

1. With Service Providers: We may share Your personal information with Service Providers to monitor and analyze the use of our Service, to contact You.
2. For business transfers: We may share or transfer Your personal information in connection with, or during negotiations of, any merger, sale of Company assets, financing, or acquisition of all or a portion of Our business to another company.
3. With Affiliates: We may share Your information with Our affiliates, in which case we will require those affiliates to honor this Privacy Policy. Affiliates include Our parent company and any other subsidiaries, joint venture partners or other companies that We control or that are under common control with Us.
4. With business partners: We may share Your information with Our business partners to offer You certain products, services or promotions.
5. With other users: when You share personal information or otherwise interact in the public areas with other users, such information may be viewed by all users and may be publicly distributed outside.
6. With Your consent: We may disclose Your personal information for any other purpose with Your consent.

## User Consent

Brief - Your customers must opt in to receiving text/SMS messages from you. It is vital that you implement a statement on your website or on paper forms if you do not have/use a website to notify

them of this policy.

Description: The primary purpose of the Opt-in Flow (or Call to Action - where end users provide their phone number and consent to receive SMS from you) and required disclosures is to ensure the end user consents to receive text messages and understands the nature of the program. The Opt-in Flow must be accessible by a 3rd party reviewer so it can be verified.

Requirements:

- Program or product description
- Telephone number(s) from which messaging will originate
- Identity of the organization or individual being represented in the initial message
- Clear and conspicuous language about opt-in and any associated fees or charges
- Compliant privacy policy
- Other applicable terms and conditions (e.g., how to opt-out, customer care contact information)
- Explain if the Call to Action is behind a login, not yet published publicly, is verbal, on paper. Provide a screenshot of the Call to Action in such cases. Host the screen shot on a publicly accessible website (like OneDrive or Google Drive) and provide the URL.
- Please indicate if disclosures are provided to end user in any language other than English and provide a translated copy in the Consent form for verification.

## Verbal Consent

Sample Verbal Consent (Over the Phone or In-Person)

Message Flow:

1. When a customer [calls or walks] in to [phone number or office address] which is published at [url or how user learns number/address] The representative explains the consent process verbally:
2. Agent asks would you like to receive [use case(s)] via sms? If customer says “yes” then agent says “By providing your phone number, you agree to receive SMS [Use Case(s)] from [Brand Name]. Message frequency may vary. Standard Message and Data Rates may apply. Reply STOP to opt out. Reply HELP for help. We will not share mobile information with third parties for promotional or marketing purposes.
3. Once the customer verbally agrees, the phone number is recorded, and a confirmation SMS is sent:
4. “You have agreed to receive SMS updates from [Brand Name]. Msg freq may vary. Std msg & data rates apply. Reply STOP to opt out, HELP for help.”

## Sample Published Opt-In

By signing up via text, you agree to receive recurring [use case(s)] messages from [company name] at the phone number provided. Consent is not a condition of purchase. Reply STOP to unsubscribe. Reply HELP for help. Message frequency varies. Msg & data rates may apply. View our Privacy Policy and Terms of Service.

## 10DLC

**10DLC:** Ten Digit Long Code (text messaging via mobile carriers).

**Purpose:** An attempt by the FCC and Mobile Carriers at limiting SMS spam and scam messages.

**Note:** You MUST be 10DLC vetted and registered in order to send outbound SMS messages via your ring-u phone system.

**Agreement:** By registering for 10DLC, you are agreeing to pay the initial \$150 ONE TIME brand and campaign vetting charge that we collect and pass upstream to the providers. We do not keep any of this charge.

There is also a \$2 per month charge to renew the registration which will be collected via your monthly ring-u bill, listed under taxes and fees. It is not a part of your ring-u service plan and we do not keep this money either.

These fees may change as 10DLC evolves. Any change will be at the discretion of the upstream providers (T-mobile, AT&T, Verizon etc).

### **Step 1: Update your web site**

Add these two sections to your a publicly visible page on your website, ideally added to an existing terms of service page.

Add your SMS number to your website, even on the same page as the above, but it must be published.

### **Terms of Service for SMS Messaging - Recipient**

By opting in to receive SMS communication from [your business name], you may expect to receive SMS messages for use in troubleshooting and testing. You can cancel the SMS service at any time. Simply reply "STOP" to the SMS text message. Upon sending "STOP," we will confirm your unsubscribe status via SMS. Following this confirmation, you will no longer receive SMS messages from us. To rejoin, sign up as you did initially, and we will resume sending SMS messages to you. If you experience issues with the messaging program, reply with the keyword HELP for more assistance, or reach out directly to [contact email address] or call [your number]. Carriers are not liable for delayed or undelivered messages. As always, message and data rates may apply for messages sent to you from us and to us from you. Message frequency varies. For questions about your text plan or data plan, contact your wireless provider. For privacy-related inquiries, please refer to our privacy policy.

### **Privacy Policy**

1. Your mobile information will not be sold or shared with third parties for promotional or marketing purposes.
2. We may share Your personal information in the following situations:
  - With Service Providers: we may share your personal information with service providers to monitor and analyze the use of our service, or to contact you.
  - For Business Transfers: we may share or transfer your personal information in connection with, or during negotiations for, any merger, sale of company assets, financing, or acquisition of all or a portion of our business to another company.
  - With Affiliates: we may share your information with our affiliates, in which case those affiliates will be bound by this privacy policy. Affiliates include our parent company and any other subsidiaries, joint venture partners, or other companies that we control or that are under common control with us.
  - With Business Partners: we may share your information with our business partners to offer you certain products, services or promotions.

- With Other Users: when you share personal information or otherwise interact in the public areas with other users, such information may be viewed by all users and may be publicly distributed outside.
- With Your Consent: we may disclose your personal information for any other purpose with your consent.

## Step 2: Brand

Our goal is to establish and vet 1 brand, which is essentially your company/business with one of the major compliance vendors. We are currently using Aegis and will be sharing your provided information with them.

## Step 3: Campaign

Once we have a “Brand ID Code,” we have to register a “Campaign.” It's a term and process meant originally for sending large numbers of marketing texts, but is now being applied to ALL outgoing text messages from a non consumer mobile phone. Our system makes some assumptions and using your information, attempts to make this easy.

The key words and auto responses for STOP, START and HELP are system generated and can not be edited.

## Step 4: Wait

The ring-u team will check your information, submit it upstream, and shepherd it along through the certification process. This process may take anywhere from hours to several days, depending on volume of upstream requests.

Once submitted, the information in this section can not be edited here, but will reflect upstream changes.

This is an evolving set of rules and policies, being enforced differently by the various mobile carriers: AT&T, T-Mobile, and Verizon... We appreciate your patience.

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