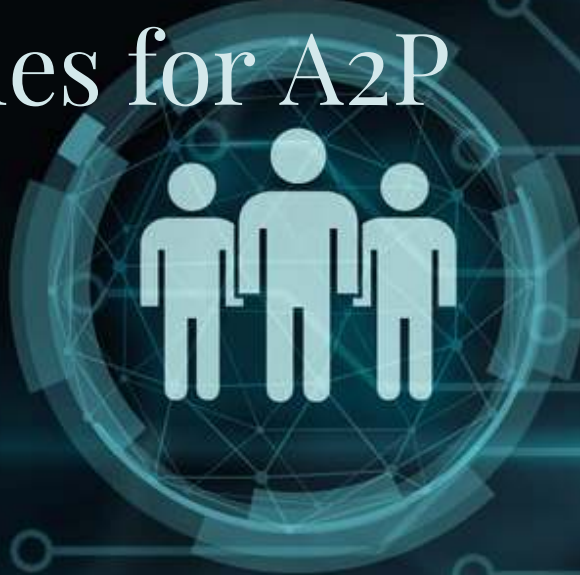


CITK

Terms and Conditions Guidelines for A2P



Enclosed is a copy of the boilerplate terms of service covering minimum requirements from the carriers:

{Program Name}

{Insert program description here; a brief description of the types of messages users can expect upon opting in.}

1. 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.
2. 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}.
3. Carriers are not liable for delayed or undelivered messages.
4. As always, message and data rates may apply for messages sent to you from us and to us from you. You will receive {message frequency}. For questions about your text plan or data plan, contact your wireless provider.
5. For privacy-related inquiries, please refer to our privacy policy: {link to privacy policy}.

In both the privacy policy and terms and conditions pages, remove all keywords such as 'share,' 'sell,' 'affiliate,' or 'third-party' that mention selling or sharing leads' information with a third party.

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, to contact You.
- **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.
- **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.
- **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.

A compliant Privacy Policy must state that no mobile information will be shared with third parties/affiliates for marketing/promotional purposes. Information sharing to subcontractors in support services, such as customer service is permitted. All other use case categories exclude text messaging originator opt-in data and consent; this information will not be shared with any third parties.

Industry Standards for US Short Code Terms of Service

To ensure your short code campaign aligns with LC Phone's requirements, your company must adhere to carrier compliance requirements, industry standards, and applicable law.

As per industry standards, it is necessary to have a publicly accessible mobile terms of service page for each US short code program. This mobile terms of service should include specific provisions such as customer support contact information, complete opt-out instructions (displayed in bold), a recurring message disclosure (if applicable), a product description, and a program (brand) name. Additional requirements may exist for certain programs like sweepstakes or contests. For more information on industry standards, please refer to the [CTIA's Short Code Monitoring Handbook](#).

Beyond these standards, there may be additional compliance requirements under applicable law based on the nature of your text messaging campaign. It is advisable to consult with your legal counsel to ensure that your terms of service and privacy policy are compliant with applicable law and consistent with standards for your specific campaign and industry.

New Sev-0 Fines on Prohibited A2P Traffic, Effective February 15, 2024

What do you need to know?

Terms and Conditions Guidelines for A2P

T-Mobile has introduced A2P 10DLC non-compliance fines for messages including prohibited content. If T-Mobile detects any messages that violate the tiers listed below, they will issue a Sev-O violation (the most severe consumer violation), a non-compliance fine, and carriers will immediately block the offending messages.

This applies to all commercial messaging non-consumer A2P products (SMS or MMS short code, toll-free, and 10DLC) that traverse the T-Mobile network.

Because Sev-O violations also infringe on HighLevel acceptable use and messaging policies, HighLevel will pass on these fines to you for every Sev-O violation, starting February 15, 2024. These fines include, but are not limited to, the following:

- Tier 1: \$2,000: phishing (including simulated phishing sent for security testing or similar purposes), smishing, and social engineering. Social Engineering is a technique used to manipulate someone into sharing private information, like passwords or credit card numbers.
- Tier 2: \$1,000: illegal content (content must be legal federally and in all 50 states)
- Tier 3: \$500: all other violations in commercial messaging including but not limited to, SHAFT (sex, hate, alcohol, firearms, and tobacco) that do not follow federal and state law and regulations (e.g. age-gate).

These non-compliance fines apply to violations across any A2P messaging product (SMS/MMS short code, toll-free, and 10DLC).

T-Mobile reserves the right to permanently suspend any brands, campaigns, and your company's access to the T-Mobile Network in the event violations are deemed to be excessive. If you are subject to these fines, HighLevel will send you a Sev-O violation notice and will subsequently charge the respective fine amount.