

Terms of Usage

This page informs you of our Terms of Use (“**Terms**”) and governs your access to use Contlo services (“**Services**”) regarding the collection, use, and disclosure of personal data when you use our Services and the choices you have associated with that data. By accessing and using the Services, you agree to the collection and use of information in accordance with these Terms. Contlo, Inc. (“**we**,” “**us**,” or “**Contlo**”), the company that provides the services, may offer other products and services under separate terms. These Terms apply only to the use of the Services and reserves the right to modify these Terms from time to time by posting an updated version on our website. Any updated version will become effective when posted. If you do not agree to any modified Terms, you may cease using the Services. Your continued use of the Services after such modification will constitute your acceptance of the modified Terms.

1. General

- The Contlo Services are here to support and connect Contlo users. It is not meant to be a service to promote third-party products, services, websites, or organizations. Avoid posting content that would be classified as spam, advertising, junk mail, or any other form of unauthorized solicitation. Further, do not share content that contains malicious computer code, such as computer viruses or spyware;
- Most people are happy to help others in the Services, but remember that their advice is theirs only; you are responsible for deciding to follow it or not. If the advice given sounds risky or wrong, do not try it;
- Do not post information that you don’t wish to be public. In addition, do not post others’ private and confidential information or infringe on their privacy. Further, moderator actions and the contents of private exchanges with moderators, staff members, and administrators should not be shared or discussed on the public forums;
- Do not use the Services to break any applicable laws for the time being in force. This includes not posting content that is illegal in any way.
- You are solely responsible for all action taken using your account, whether authorized by you or not. Contlo will not be liable for any loss or damage arising from your failure to maintain the confidentiality of your password and account.
- You agree to notify Contlo immediately at support@contlo.com in case if you suspect any breach of security, and ensure that you exit from your account at the end of each session.
- Contlo may restrict, suspend, or close your account during the service tenure at any time and for any or no reason, including if we believe that you’ve breached any provision of these Terms.
- Any data you submitted to Contlo in order to avail the services belongs to you and are solely responsible for it. Data submitted by you or other users is not endorsed by us and does not necessarily reflect our opinion, and you agree not to wrongly imply that content you submitted is sponsored or

approved by Contlo. Contlo has no obligation to store, maintain, or provide copies of content you submit and does not guarantee any confidentiality with respect to your content. If you disclose personal information, you do so at your own risk.

- Moderators may take any actions they deem appropriate to enforce these Terms, including, but not limited to, editing or deleting content and temporarily or permanently banning individual users.
- Contlo does not typically edit or pre-screen user content. However, Contlo reserves the right to remove, screen, edit, or reinstate content without notice to you for any reason or no reason, including if, in Contlo's sole judgment, it does not adhere to the Terms or is otherwise objectionable, inappropriate, inaccurate, or harmful.
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- Except for the specific rights granted to you in these Terms, we do not grant you any express or implied rights in the services or the content available.

This is not an exhaustive list. Please use your best judgment when engaging. If you believe someone has submitted content in violation of these Terms, please contact us at support@contlo.com.

2. Feedback

Contlo welcomes your feedback and suggestions about the Services ("**Feedback**"). Please contact us if you have any ideas for improvement at support@contlo.com. If you do submit Feedback, you agree that Contlo will be free to act on feedback and suggestions you provide, and that Contlo has no obligation to obtain your permission to use your Feedback, notify you if your Feedback was used, or compensate you in any way. You agree not to submit Feedback that you believe might be confidential or proprietary to you or others.

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5. Indemnification

You agree to defend, indemnify, and hold Contlo harmless from and against any claim by a third party arising from or related to: (a) your use or attempted use of the Service in violation of these Terms, (b) your violation of any law or rights of any third party, or (c) any content you post, including without limitation any claim of infringement, misappropriation, or violation of any intellectual property, privacy, or other rights.

6. Cookies

When you visit any website, it may store or retrieve information on your browser, mostly in the form of cookies. This information might be about you, your preferences or your device and is mostly used to make the site work as you expect it to. The information does not usually directly identify you, but it can give you a more personalized web experience. Because we respect your right to privacy, you can choose not to allow some types of cookies. However, blocking some types of cookies may impact your experience of the site and the services we are able to offer. We use your data to provide and improve the Services.

7. Third-Party links

During the services tenure you may access links to any third-party sites. Accessing any other internet sites linked to this website is at your own risk. Contlo is not responsible for the accuracy or reliability of any information, data, opinions, advice, or statements made on these sites. Contlo provides these links merely as a convenience and the

inclusion of such links does not imply an endorsement. Any data provided or shared with Contlo is being used as on served basis without any alterations or modifications to the same. Any links posted by you are subject to all these Terms like any other type of content posted. You may not post a link that directs users to any content or information that would constitute a violation of these Terms.

8. Access to Password Protected/Secure Areas

Access to and use of password protected and/or secure areas of the Service is restricted to authorized users only. Unauthorized individuals attempting to access these areas of the Services may be subject to prosecution.

9. Termination

You may close your account and discontinue your use of the Services at any time and shall be liable to clear all the dues against Contlo. We may close your account or suspend your ability to use all or portions of the Services, without or without cause, and with or without notice to you. We may also modify, update, suspend or discontinue the Services or any portion thereof at any time, without notice or liability. Contlo reserves the rights to cease or even terminate the services in case of non- payment of the service fees. Contlo further reserves the rights of termination, in case of appropriate circumstances, accounts of users of the Services who are deemed to have submitted content that infringes the intellectual property rights of others.

10. Miscellaneous

If any of the provisions of these Terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

General Guidelines

When using the Services, please remember:

Overview

When getting started with SMS marketing, it's important to have a grasp on the compliance laws governing this channel. As with email, to avoid spam violations, it's important to understand what spam is, the laws that regulate **t_elemarketing s_p_am (TCPA)**, and the organizations that protect consumers from spam (CTIA). Please note that Contlo cannot provide legal advice regarding US SMS compliance laws, and if you have questions about any of the points outlined in this guide, we recommend contacting legal counsel.

Text messaging laws vary by country. The laws covered in this guide are specifically around US laws. If your business is located in another country, or you have customers in other countries, follow all SMS laws and legal requirements in the areas where you do business.

Text Spam

Like spam emails, spam texts are any unwanted messages sent from an individual or company, often containing irrelevant, inappropriate, or untimely content. They are often sent to a large number of recipients, but this isn't a necessary qualification — any unwanted message can be classified as spam. In addition to generally being a bad practice, it is also illegal to send unsolicited text messages to

people without their consent, and the fines can be heavy. This is why obtaining consent is so important.

The penalties for violating the TCPA can be severe. Fines range anywhere from \$500 per violation to \$1,500 per willful violation (meaning you knew what you were doing was wrong, but did it anyway). Some settlements have reached into the tens of millions of dollars. These violations can add up fast, which is why having concrete processes in place is of paramount importance. If you think of how many people you have on your list, imagine if you texted all of them without express consent at \$500 per person. You should always have an attorney review your entire texting policy and process. This will help ensure you remain in compliance.

SMS Compliance Guidelines

While we recommend that you consult an attorney to ensure that your text messaging program and policies comply with US SMS laws and carrier guidelines, there are some general guidelines and best practices you can follow:

Get Express Consent

Always obtain express consent before texting anybody. Even if they have opted into your email list and you have their phone number from a signup form, this does not mean they consent to receive text messages from you. The consent you obtain must contain explicit language indicating that the individual agrees to receive recurring marketing messages at the mobile phone number they provided you, that your messages may involve the use of an automatic telephone dialing system or “autodialer,” and that consent is not a condition of any purchase.

Consent must be obtained in writing via a physically signed agreement, a digitally signed agreement, or most commonly, an SMS opt-in. An opt-in text message is one in which the user provides you with their number with the understanding that they will receive text messages. During this process, you then send them a text message to confirm that their number is real and that they consent to receive future text messages from your business.

Give Recipients a Way to Opt Out

It’s important to provide an automated way for recipients to opt out at any time. This can be as simple as replying “stop” to a text message that you sent them. Think of this as a way to “unsubscribe” from text marketing. Opt-out instructions should be provided at regular intervals and at least once per month. Certain carriers like T-Mobile also recommend providing explicit opt out instructions in every fifth message.

Explain What Someone Is Opting Into

You must be clear about what subscribers are opting into. If they’re opting in to receive shipping confirmations, don’t send them marketing collateral about unrelated products they haven’t purchased.

Comply with Time of Day Restrictions

The TCPA prohibits any telephone solicitation (including text messages) anytime before 8 am and after 9 pm in the recipient’s time zone (known as “quiet hours”), but certain states have more restrictive rules.

To be safe, you should only send texts during normal hours (9 am to 8 pm in the recipient’s time zone). If you have customers in different time zones, you’ll need to take multiple time zones into consideration. A “Good Morning, [name]” text sent at 11 am Pacific Time won’t make sense to somebody reading it on the east coast at 2 pm.

Contlo enables quiet hours for flows automatically, preventing SMS flows from sending before 11 am and after 8 pm (using Eastern Time in the US).

Other Best Practices

- Provide value — if your text messages aren't helpful, your subscribers will probably opt-out. Provide something of value, whether it's a discount code, a link to helpful content, or notifications relevant to something they've purchased.
- Avoid acronyms and shorthand because not everyone will be savvy to common acronyms that you may use in text conversations (e.g., "lol" or "lmk").
- Cap your frequency. Use Smart Sending to prevent recipients from receiving too many text messages within a short timeframe. If you're sending individuals more than one or two texts per day, or four-five a week, you're likely sending too many and risk that person opting out.
- Measure your results. Every text campaign or automation should be continuously measured to ensure you're not losing subscribers and that they're taking the desired action. While you can't measure open rates like you can with email, aim for your click rates (for text messages that have links) to be at or above the average of 45%.

SMS Compliance FAQs

What is TCPA?

TCPA stands for the Telephone Consumer Protection Act. The telemarketing law dates back to 1991 and covers the use of automated telephone communications, including phone calls, voicemails, fax machines, and text messages. Text messages are considered transactions similar to phone calls, which is why they are covered under the TCPA. Under TCPA, sending spam text messages is illegal and can result in fines starting at \$500 per infringement, and reaching as high as \$1,500.

TCPA defines spam text messages as any "unsolicited advertisement" that communicates the commercial availability of a product, good, or service to a person without their prior express approval or permission, whether in writing or otherwise. Because of this, it's recommended that you use double opt-in to confirm recipients' subscriptions to SMS. Double opt-in text messages help:

- Confirm the phone number provided by the recipient is legitimate and correct.
- Capture an electronic record of the recipient's consent.
- Provide a way for the person to opt-out.

What is CTIA?

CTIA is the Cellular Telecommunications Industry Association. The CTIA is a trade organization run by wireless companies such as AT&T, Verizon, and many more. It is not a law or government-run organization like the FCC, and has no legal authority. You cannot be sued for not following CTIA guidelines; however, there can be other ramifications for not following their rules. If found to be in violation of these rules, the CTIA will report you to the mobile carriers, who may shut down or suspend your access to their customers until you resolve the issue.

In addition, the CTIA established the common short code system, which is how the majority of businesses send marketing text messages to their customers and prospects. The CTIA also says any messages that contain words relating to sex, hate, alcohol, firearms, or tobacco (SHAFT) should not be delivered.

What is the best way to acquire proper consent?

Firstly, it's important to understand that you cannot and should not text anybody

without their express permission to receive text messages from you. So, if you have their phone number because they were required to submit it at checkout, but do not have their explicit consent to receive messages from you, then you should NOT send them text messages.

Once you have their permission, you should always send a message confirming their opt-in status, and provide an explanation for how they can opt-out. This can be as simple as telling them to reply “STOP” if they ever choose to stop receiving texts from you.

Here are four steps you can follow to ensure you are always collecting phone numbers and communicating via SMS in a compliant manner.

- Consent must be obtained in writing via a physically signed agreement, a digitally signed agreement, or most commonly, an SMS opt-in. An opt-in text message is one in which the user provides you with their number with the understanding that they will receive text messages. During this process, you then send them a text message to confirm that their number is real and that they consent to receive future text messages from your business.
- The consent you obtain must contain explicit language indicating that the individual agrees to receive recurring marketing messages at the mobile phone number they provided you, that your messages may involve the use of an automatic telephone dialing system or “autodialer,” and that consent is not a condition of any purchase.
- Disclose the type of content they will receive and the frequency of messages. In subsequent text messages, it is considered a best practice to mention your company by name, the frequency of messages, possible carrier costs and fees, and an option for them to request help or opt-out of future texts.

Learn more about how you can use Contlo to properly collect consent from your subscribers.

If my customers already consent to receive email, can I skip this?

No. If somebody is on your email list, it does not necessarily mean you have consent to send them text messages as well, even if they provide their phone number when they subscribe to your emails. Vice versa, if somebody consents to receive text messages from you, it does not necessarily imply email consent. Your email list and text list consent are treated separately by Contlo.

What if my customers opt-out of future SMS text messages? How long do I have to honor opt-out requests?

It’s important to note that the most common way for people to remove consent is to reply “STOP” to any text message you send. However, you should be aware that some people may request to remove consent via other avenues, such as by emailing or calling your customer support team, or even contacting you via social media channels.

You should have processes in place to remove these people from your text messaging lists as quickly as possible, ideally within 10 days. In Contlo, if someone texts “STOP,” they will automatically be suppressed in your account, meaning they will no longer be eligible to receive texts. Unless somebody specifically opts back in, you cannot send them text messages at all in the future.