

GoTo SAMPLE TERMS AND CONDITIONS

GoTo has provided the following examples of SMS terms and conditions to help your business understand and comply with 10DLC SMS requirements.

Although you can use these samples to create your own materials, please understand that they are provided as tools to help you understand the documentation that is being requested as part of the 10DLC campaign registration process. They do not constitute legal guidance or serve to create an attorney-client relationship. You should consult your own legal counsel for guidance. They may not address how your business operates, and they are not intended to address the requirements of your law or industry requirements, and as a result, they may not be sufficient for your purposes. We cannot advise you how to interpret the laws that govern you, whether these forms are sufficient for your business, or where to obtain legal advice. Please note that carrier, aggregator, and legal requirements are subject to change. As a result, you should monitor for changes and adjust your processes and documentation accordingly.

SAMPLE 1: Recurring Message Terms and Conditions Sample

Effective Date: [Insert Date]

By opting in to receive SMS messages from [Brand Name] [also known as Legal Name] (“we,” “us,” “our”), you agree to these Terms and Conditions (Terms).

SMS Messaging Service

By providing my phone number, I consent to receive SMS text messages from [Brand Name used to Register the campaign] for [describe types of messages to be sent: appointment reminders, marketing messages, general two-way communication] about [insert the product or service provided]. Message and Data Rates may apply.

Message Frequency

You will get more than one message from us unless you opt-out, and while messaging frequency varies, you will likely receive [state expected frequency, e.g., up to 4 messages per month]. [Brand Name] reserves the right to alter the frequency of messages at any time to increase or decrease the total number of messages. [Brand Name] and carriers are not liable for delays or undelivered messages.

Message and Data Rates

Message and data rates may apply based on your mobile carrier’s terms.

Privacy Policy

Your information will be handled in accordance with our Privacy Policy [Insert Privacy Policy Link].

Cancellation/Opt-Out Instructions

You can opt out of receiving SMS messages at any time by replying STOP to any message we send you. After you opt out of text messaging, you will receive one additional message confirming your request has been processed.

Help/Customer Support

Text the word HELP for support. You may also contact us directly at [insert an email and/or a toll-free number].

Liability

We are not responsible for any charges, errors, or delays in SMS delivery or undelivered messages caused by your carrier or third-party service providers.

SAMPLE 2: One-Time Message Terms and Conditions Sample
Terms and Conditions
Effective Date: [Insert Date]

By opting in to receive SMS messages from [Brand Name] [also known as Legal Name] (“we,” “us,” “our”), you agree to these Terms and Conditions (Terms).

SMS Messaging Service

By providing my phone number, I consent to receive SMS text messages from [Brand Name used to Register the campaign] for [Types of messages: appointment reminders, general two-way communication, etc] about [insert the product or service provided]. Message and data rates may apply.

Message Frequency

One message per request. Carriers are not liable for any delays or undelivered messages.

Message and Data Rates

Message and data rates may apply based on your mobile carrier’s terms.

Privacy Policy

Your information will be handled in accordance with our Privacy Policy [Insert Privacy Policy Link].

Cancellation/Opt-Out Instructions

You can opt out of receiving SMS messages at any time by replying STOP to any message we send you. After you opt out of text messaging, you will receive one additional message confirming your request has been processed.

Help/Customer Support

Text the word HELP for support. You may also contact us directly at [insert an email and/or a toll-free number].

Liability

We are not responsible for any charges, errors, or delays in SMS delivery or undelivered messages caused by your carrier or third-party service providers.