

SMACKDAB INC. OFFICIAL POLICY

VOICE AND MESSAGING POLICY

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SMACKDAB INC. VOICE AND MESSAGING POLICY

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INTRODUCTION AND SCOPE

This Smackdab Voice and Messaging Policy (**Policy**) governs the use of all voice calling, text messaging (SMS/MMS), and related communication features (**Communication Services**) provided by Smackdab Inc. (**Smackdab, we, us, or our**).

This Policy is a legally binding part of the Smackdab Inc. Terms of Service (**TOS**) and the Acceptable Use Policy (**AUP**). It applies to all customers, users, and their authorized representatives (collectively, **You** or **Your**). You are entirely responsible for Your use of the Communication Services and for ensuring full compliance with this Policy. A violation of this Policy is a material breach of the TOS.

YOU ACKNOWLEDGE AND AGREE THAT THE LEGAL OBLIGATIONS RELATED TO TELEPHONE AND MESSAGING CAMPAIGNS ARE COMPLEX AND YOUR RESPONSIBILITY. SMACKDAB PROVIDES THE PLATFORM, BUT YOU ARE THE SOLE INITIATOR AND SENDER OF ANY COMMUNICATIONS AND ARE SOLELY RESPONSIBLE FOR COMPLYING WITH ALL APPLICABLE LAWS.

2. YOUR CORE COMPLIANCE OBLIGATIONS

Your use of the Communication Services is conditioned on Your strict adherence to the following obligations:

- **You Must Comply with All Laws:** You are solely responsible for complying with all applicable local, state, federal, and international laws, regulations, and carrier requirements, including but not limited to the Telephone Consumer Protection Act (TCPA), the Telemarketing Sales Rule (TSR), the National Do-Not-Call Registry rules, the CAN-SPAM Act, and Canada's Anti-Spam Legislation (CASL) (**Applicable Law**).

- **You Must Obtain Proper Consent:** You must obtain and maintain a clear, verifiable record of legally sufficient consent from every individual you contact *before* initiating any communication. The type of consent required depends on the nature of the communication.
- **You Must Honor Opt-Outs Immediately:** You must honor all requests from recipients to opt out of future communications promptly and without delay.
- **Purchased Lists Are Strictly Prohibited:** You are strictly prohibited from using purchased, rented, sold, or third-party lists of phone numbers. You may only contact individuals who have directly and knowingly provided consent to receive communications specifically from You.

3. CONSENT AND OPT-OUT REQUIREMENTS

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3.1. Consent

Failure to obtain proper consent is a common and serious violation of Applicable Law.

- **Promotional/Marketing Communications:** For any call or text message that includes advertising or telemarketing, You must obtain **Prior Express Written Consent**. This requires a written agreement, signed by the recipient (electronic signatures are valid), that clearly authorizes You to send such communications. The disclosure must be clear and conspicuous and must state that agreeing to receive such messages is not a condition of purchasing any goods or services.
- **Informational/Transactional Communications:** For non-promotional communications (e.g., appointment reminders, shipping alerts), You must have the recipient's **prior express consent**.

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3.2. Opt-Out

You must provide a clear, simple, and ever-present method for recipients to revoke consent.

- **SMS/MMS:** You must honor standard opt-out keywords (e.g., **STOP, UNSUBSCRIBE, CANCEL, END, QUIT**). Upon receiving an opt-out keyword, You must immediately cease all messaging to that number, other than a single, final message confirming the opt-out.
- **Voice Calls:** You must immediately honor any verbal or written request to be placed on Your internal do-not-call list.

4. PROHIBITED USES AND CONTENT

In addition to the prohibitions in the AUP, You are strictly forbidden from using the Communication Services for any of the following:

- **Illegal, Fraudulent, or Abusive Purposes:** Any use that is illegal, fraudulent, improper, or abusive in any way.
 - **Contacting Prohibited Numbers:** Contacting any individual on any federal or state Do-Not-Call Registry without their Prior Express Written Consent, or contacting any emergency service provider, such as 911 or any hospital, for non-emergency purposes.
 - **Misrepresentation:** Engaging in "spoofing," manipulating caller ID, or otherwise transmitting misleading or inaccurate header information.
 - **Prohibited Content (SHAFT):** Sending messages containing content related to **Sex, Hate, Alcohol, Firearms, or Tobacco (SHAFT)**, or content related to illegal substances, gambling, high-risk financial services (e.g., payday loans, cryptocurrency), or deceptive marketing ("get rich quick" schemes).
 - **Evasion:** Attempting to evade this policy or carrier filtering by intentionally misspelling words, using uncommon capitalization, or other means.
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5. VOICE-SPECIFIC REQUIREMENTS

- **Call Recording: YOU ARE SOLELY RESPONSIBLE FOR COMPLYING WITH ALL LAWS REGARDING CALL RECORDING.** Many jurisdictions require the consent of all parties to the call (two-party consent). If you use our call recording features, you represent and warrant that you will obtain all necessary consents and provide all required disclosures *before* a recording begins.
 - **Time-of-Day Restrictions:** You may not make telemarketing calls to a residential phone number before 8:00 a.m. or after 9:00 p.m. in the recipient's local time zone.
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6. MESSAGING-SPECIFIC REQUIREMENTS (SMS/MMS)

- **A2P 10DLC Registration:** To send Application-to-Person (A2P) messages to U.S. numbers, You must complete the A2P 10DLC registration process and provide any information we require for this purpose. We may suspend your messaging services if you fail to comply. Unregistered message traffic is subject to severe filtering, blocking, and potential fines by carriers.
- **Identification and Instructions:** Your initial message to a recipient must clearly identify You as the sender. All promotional campaigns must include clear opt-out instructions (e.g., "Reply STOP to unsub").

7. EMERGENCY SERVICES (911 & E911) – IMPORTANT LIMITATIONS & DISCLAIMER

THE COMMUNICATION SERVICES ARE NOT A REPLACEMENT FOR TRADITIONAL TELEPHONE SERVICE. YOU MUST READ AND AGREE TO THE FOLLOWING CRITICAL LIMITATIONS. YOU AGREE TO INFORM ALL USERS OF THESE LIMITATIONS.

- **NO ACCESS TO EMERGENCY SERVICES:** The Communication Services **DO NOT** support and are not intended for calls to any emergency services (e.g., 911, E911). You and Your users cannot use the service to contact police, fire departments, hospitals, or any other Public Safety Answering Point (PSAP).
- **YOU MUST MAINTAIN ALTERNATIVE SERVICE:** You must maintain an alternative method for making emergency calls, such as a traditional landline or a mobile phone. This is a material condition of your service.
- **NO LOCATION DATA:** The service cannot determine the physical location of a user, and therefore cannot pass this information to emergency services.
- **ABSOLUTE LIMITATION OF LIABILITY:** Smackdab will not be liable for any claim, damage, or loss (including personal injury or death) arising from, or relating to, Your inability to use the Communication Services to contact emergency services. You hereby waive any and all such claims on behalf of Yourself and any of Your users.

8. MONITORING, ENFORCEMENT, AND FINANCIAL PENALTIES

Smackdab reserves the right to monitor Your use of the Communication Services and investigate any suspected violation of this Policy. We may, without notice, suspend or terminate Your access, block communications, and cooperate with law enforcement or regulatory bodies.

Indemnification for Fines: Telecommunication carriers and regulatory bodies may impose significant financial penalties for violations of their policies or Applicable Law. **YOU AGREE TO BE SOLELY RESPONSIBLE FOR, AND TO FULLY INDEMNIFY, DEFEND, AND HOLD HARMLESS SMACKDAB FROM, ANY AND ALL FINES, PENALTIES, CLAIMS, DAMAGES, AND CHARGES IMPOSED BY CARRIERS OR GOVERNMENT AUTHORITIES.**

9. LEGAL PROVISIONS

- **Policy Updates:** For material changes to this Policy, Smackdab will provide at least 30 days' advance written notice via email to the email address associated with Your account. For changes required by law or to address an urgent security issue, shorter notice may apply. Your continued use of the Communication Services after the effective date specified in the notice constitutes acceptance of the updated Policy.

- **No Legal Advice:** This Policy is not legal advice. You are solely responsible for consulting with Your own legal counsel to ensure Your use of the Services complies with all Applicable Laws.

10. CONTACT INFORMATION

If You have questions about this Policy or wish to report abuse, please contact us at:

Email: legal@smackdab.ai (Subject: Voice/Messaging Policy)

Mail: Smackdab Inc.

ATTN: Legal Department

372 Live Oak Ln

Marco Island, FL 34145

United States

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