



# Certification of 100% Opt-In Collection of Mobile Numbers for Import

I hereby agree to the following guidelines set forth in the Mobile Marketing Association's (MMA) Consumer Best Practices Guidelines which can be found here:

<http://mmaglobal.com/policies/committees/consumer-best-practices>

<http://mmaglobal.com/bestpractices.pdf>

U.S. Consumer Best Practices

Version 5.2

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- *"Content providers must obtain approval from subscribers before sending them commercial SMS or MMS messages and other content." (MMA ID: CCS-08)*
- *"Beyond violating the subscriber opt-in policy, sending messages to third-party lists is not an effective interactive mobile marketing tactic." (MMA ID: CCS-14)*
- *"Selling mobile opt-in lists is prohibited." (MMA ID: CCS-15)*
- *"For standard rate programs, subscribers should indicate their willingness to participate in a program and receive messages from the program as follows: (MMA ID: CCS-100)*
  1. *Subscriber initiates opt-in to Standard Rate Program through a call to action (CTA) i.) Subscriber may send a Mobile Originated (MO) message from their handset to the short code. ii.) Subscriber may initiate opt-in from a web interface iii.) Subscriber may initiate opt-in from a WAP interface iv.) Subscriber may initiate opt-in from an IVR system. (MMA ID: CCS-101)*
  2. *Program responds with pertinent phone, program, and contact information via a Web/WAP/IVR/handset application-based form." (MMA ID: CCS-101)*
- *"This opt-in applies only to the specific program a subscriber is subscribed to and should not be used as a blanket approval to promote other programs, products, and services. However, after the subscriber has been given the complete details about the opt-in scope, the subscriber may opt-in to receive other messages. A content provider may, however, communicate with existing opted-in subscribers through non-premium messages that a) notify subscribers of updates to their existing service or b) are part of a retention program for that particular service. Directions to unsubscribe from these messages must be clearly available with the delivery of each message." (MMA ID: CCS-103)*
- *"Program flow and information must not be misleading in any way." (MMA ID: CCS-104)*

**In addition to the guidelines set forth in the MMA's Consumer Best Practices Guidelines, I also hereby agree to the following:**

- All mobile numbers being imported into TXTin Mobile Marketing's database are 100% opt-in and were not exchanged, rented, or purchased from a third-party or business entity in any way.
- All mobile numbers imported into TXTin Mobile Marketing's database are opted in solely to receive information specifically and ONLY from the business or organization with the following TXTin Mobile Marketing Organization and Username:



TXTin Mobile Marketing (TXTin) Organization Name \_\_\_\_\_

TXTin Mobile Marketing (TXTin) Username \_\_\_\_\_

**For example:** if you own two separate restaurants - contact list from restaurant A cannot be contacted for deals and promotions from restaurant B. Furthermore, you are NOT allowed to import the list from restaurant A into a list that's specifically for restaurant B. An individual opt-in mobile number must be used for **one** specific business, organization, or location.

- TXTin Mobile Marketing has a no tolerance SPAM policy. Each account on TXTin Mobile Marketing is closely monitored by customer support for imported lists and messages going to a large number of contacts. TXTin Mobile Marketing may immediately terminate any account on any service which it determines, in its sole discretion, is transmitting or is otherwise connected with any text messages that violate the guidelines set forth in this import agreement.

**NOTE: Unauthorized use of the services in connection with the transmission of unsolicited texts, including the transmission of texts in violation of this agreement, may result in civil, criminal, or administrative penalties against the sender and those assisting the sender.**

- In any case where TXTin Mobile Marketing must suspend or cancel an account out because of imported lists, please note that TXTin Mobile Marketing will **NOT** process any refunds of any kind. Any and **ALL** punitive, legal, and financial damages/consequences caused by your account's actions as a result of importing or adding contacts that are not fully opted-in for intended purpose will be the **full** legal and financial responsibility of the TXTin Mobile Marketing account holder. These damages will be claimed on your account by means of additional charges to your credit card by TXTin Mobile Marketing as we see fit. If there are insufficient funds on the credit card to cover the damages, the TXTin Mobile Marketing account holder is hereby certifying that he/she will pay TXTin Mobile Marketing the remaining balance within 30 days.

- TXTin Mobile Marketing may audit the user's account at **anytime** to verify that the mobile numbers imported are 100% opt-in. The TXTin Mobile Marketing user (upon audit) must provide proof (screenshots and documentation of some sort) that clearly shows how the numbers were opted-in and what the full opt-in process is.

I hereby agree to indemnify, defend, and hold harmless TXTin Mobile Marketing, it's agents, employees, board members, volunteers, and public relations representatives for any and all losses, liabilities, claims, damages, liens, causes of action, awards, judgments, costs, and expenses of whatever kind or nature that may arise because of any of the points laid out in this import agreement.

Please scan and email this signed agreement to support@txtin.com.

**NOTE:** If you know of or suspect any violators, please notify us immediately at support@txtin.com

Business / Organization Name \_\_\_\_\_

First and Last Name \_\_\_\_\_

Mobile Number \_\_\_\_\_

Email Address \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_