SWITCHPOINT SERVICES

Messaging and Calls Compliance Addendum

Addendum to the SwitchPoint Services Client Agreement · Version 1.4 · In use from October 26, 2026 · Posted at getswitchpoint.com/legal/messaging-addendum

The Product sends text messages and emails, answers and places calls, and records calls, all in Customer's name and to Customer's own contacts. Laws such as the Telephone Consumer Protection Act, the Florida Telephone Solicitation Act, CAN-SPAM, and call-recording laws put the duty to obtain consent, keep records, and honor opt-outs on the business whose name is on the message. This Addendum says what Customer must do, what Provider builds to help, and what happens if the rules are broken. Capitalized words not defined here have the meanings in the Standard Terms.

1. Definitions

1.1 "**Messaging Services**" means every Capability that sends a text message, places or answers a call, or sends an email to a person outside Customer's organization, including missed-call text-back, lead auto-response, appointment reminders, review requests, follow-up sequences, re-engagement campaigns, payment reminders, the AI receptionist, and outbound AI calls.

1.2 "**Marketing Message**" means a call or text whose purpose is to advertise or promote Customer's goods or services, including follow-up sequences to prospects and re-engagement campaigns to past customers.

1.3 "**Transactional Message**" means a call or text that responds to a contact's own inquiry or request, or that concerns a transaction already agreed, such as a reply to an inbound call or form, an appointment confirmation or reminder, or a payment reminder for an existing invoice.

1.4 "**Prior Express Written Consent**" means a written agreement, which may be an electronic signature or a checked box, in which the contact clearly authorizes Customer to send Marketing Messages to a stated telephone number using automated technology, and which discloses that consent is not a condition of purchase.

1.5 "**Carrier Registration**" means the brand and campaign registration (A2P 10DLC) or toll-free verification that United States carriers require before a business can send application-to-person text messages, submitted through the Platform.

1.6 "**Messaging Laws**" means the Telephone Consumer Protection Act (47 U.S.C. § 227) and the Federal Communications Commission's rules under it; the Florida Telephone Solicitation Act (Fla. Stat. § 501.059) and the telemarketing and consent laws of any other state where a contact is located; the CAN-SPAM Act (15 U.S.C. § 7701 et seq.); state and federal call-recording and wiretap laws, including Fla. Stat. § 934.03; the national and state do-not-call registries; and the carriers' and the Platform Provider's messaging rules, including the CTIA Messaging Principles and Best Practices.

2. Customer's Obligations

2.1 Consent before Marketing Messages. Customer will send Marketing Messages only to contacts from whom Customer holds Prior Express Written Consent for the number messaged, obtained either through a consent form Provider configures in the Product or through Customer's own records that meet the same standard. Customer will not import or upload contact lists for Marketing Messages unless it holds that consent for each contact and can produce it.

2.2 Transactional Messages. Customer will use the Messaging Services for Transactional Messages only in response to a contact's own call, form, booking, purchase, or request, and only on the subject of that request. A missed-call text-back is sent only to a number that just called Customer.

2.3 Opt-outs. Customer will honor every opt-out request, however expressed, and will not re-enable messaging to a contact who has opted out unless that contact gives new consent. Customer will not remove, bypass, or alter the opt-out handling Provider configures. Customer will honor email unsubscribe requests within 10 Business Days.

2.4 Timing and frequency. Customer will observe the time-of-day and frequency limits in the Messaging Laws for the places where its contacts are located, including the limits in Fla. Stat. § 501.059 for Florida contacts, and will not change the sending windows Provider configures to exceed those limits.

2.5 Content. Every message and call will identify Customer truthfully, will not be misleading, and will not contain content the carriers prohibit, including content concerning sex, hate, alcohol, firearms, tobacco, cannabis, gambling, illegal drugs, or high-risk financial offers. Commercial emails will include Customer's valid physical postal address and a working unsubscribe link.

2.6 Do-not-call lists. Before placing Marketing Message calls, Customer will scrub the numbers against the National Do Not Call Registry and any applicable state registry, unless Customer holds Prior Express Written Consent or an exemption applies, and will keep its own internal do-not-call list.

2.7 Call recording and AI calls. Customer will keep the automated-assistant and recording notice described in the AI Addendum enabled on AI-answered calls, will give any further notice that the laws of its callers' locations require, and will not record calls in a way that violates Fla. Stat. § 934.03 or any other all-party-consent law.

2.8 Records. Customer will keep records sufficient to show, for each contact it messages, the consent relied on, when and how it was obtained, and any opt-out, for at least four years after the last message to that contact, and will give Provider copies on request if a complaint or inquiry arises.

2.9 Carrier Registration information. Customer will give Provider accurate business information for Carrier Registration, including its legal name, tax identification number, address, website, and a description of its messaging, and will tell Provider promptly if any of it changes. Carrier Registration is submitted in Customer's name.

2.10 Customer's own compliance. Customer is the sender of every message and the party to every call made through the Product. Customer is responsible for complying with the Messaging Laws, and the Customer Covered Claims in the Key Terms include claims arising from that use.

3. Provider's Obligations

3.1 Opt-out handling. Provider configures the Product so that an inbound text that is STOP, END, CANCEL or QUIT, or that contains STOPALL, UNSUBSCRIBE, REVOKE, OPT OUT or OPTOUT, marks the contact as opted out, stops further automated texts to that contact, and sends no reply other than any carrier-required confirmation, and so that HELP returns Customer's identification and contact information.

3.2 Consent capture. Provider configures the forms and website elements it supplies to collect Prior Express Written Consent with the disclosure the Messaging Laws require, and records the consent, its wording version, and its timestamp on the contact record.

3.3 Message templates. Provider's message templates identify Customer by name, include opt-out instructions on the first automated text to a contact, and are written for Transactional Messages and consented Marketing Messages only.

3.4 Sending windows. Where a Capability sends scheduled messages, Provider configures it to send within 8 a.m. to 8 p.m. in the contact's local time zone where the Platform supports it, and otherwise in Customer's local time zone, unless Customer instructs otherwise in writing and confirms the instruction complies with the Messaging Laws.

3.5 Carrier Registration. Provider will prepare and submit Carrier Registration for Customer using the information Customer supplies, will tell Customer when it is approved or rejected, and will resubmit once at no charge if a rejection results from Provider's error. Provider does not control approval decisions or timing. Capabilities shown in the Capability Schedule as needing carrier approval activate only after approval. Carrier Registration fees are included in the Fees unless the Order Form says otherwise.

3.6 AI call notice. Provider configures the AI receptionist's notice described in Section 5.2 of the AI Addendum.

3.7 No legal advice. Provider's configurations are built to common industry practice. They are not legal advice, and Customer is responsible for confirming that its own use complies with the Messaging Laws that apply to it.

4. Violations and Changes in Law

4.1 Suspension. If Provider receives a carrier, Platform Provider, or regulator complaint about Customer's messages or calls, or reasonably believes Customer is breaching this Addendum, Provider may suspend the affected Messaging Services under Section 2.2 of the Standard Terms until the issue is resolved.

4.2 Carrier and Platform actions. If a carrier or the Platform Provider suspends or revokes Customer's Carrier Registration or number because of Customer's messaging, the resulting loss of service is not a breach by Provider, and Provider will assist with reinstatement as Technical Support.

4.3 Changes in law. If the Messaging Laws or carrier rules change in a way that requires a change to the Product, Provider will update its configurations and templates and may ask Customer to re-confirm consents or update its records. Customer will cooperate.

4.4 Survival. Sections 2.8 and 2.10 survive termination of the Agreement.