Lead Textor

LEGAL

Acceptable Use Policy

Rules for messaging, data and conduct on LeadTextor, including messaging compliance.

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leadtextor.com

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This Acceptable Use Policy sets the rules for using LeadTextor. It covers messaging compliance (consent, opt-outs, registration and content), the data you bring into the Service, and the extra rules for Skip Tracing, the Phone Validator and AI tools. It is part of our Terms of Service.

01 Purpose and Scope

The short version. Text people who have given you permission, stop when someone opts out, register your business accurately, and keep to the content rules. Skip Tracing results are for your own research and records. If these rules are broken, we may pause campaigns, freeze numbers or close the account.

1.1 This policy applies to everyone who uses LeadTextor and to everything done through your account, including by your team members, by people you give access to, and by tools you connect to it. You are responsible for all of it.

1.2 LeadTextor is software. We do not send messages for you or decide who you contact, so you are solely responsible for your messages, your lists, your consent records and your compliance with the law. Nothing in this policy is legal advice, and meeting these rules does not mean that your messaging is lawful. Talk to a qualified lawyer about your own practices.

1.3 Carriers, the carrier registry and the industry can change their requirements. We may update this policy to match, and you must follow the current version.

02 Consent

2.1 Permission is required. You may send a text message through LeadTextor only to a person who has given you the consent that the law requires for that kind of message. For marketing and sales texts sent with automated technology, that is generally prior express written consent that names your business and covers text messages. You are responsible for being able to show that consent if you are asked.

2.2 Keep records of consent. For each person you message, keep a record of how and when they agreed and the number they gave, for as long as the law and your carrier registration require. If we or a carrier ask for proof, give it promptly. If you cannot show consent, stop messaging that person.

2.3 Lists you may use. Message only people on lists that you have the legal right to use, and do not upload lists that were obtained unlawfully. Each time you upload a contact list, you confirm by ticking a box that you have the right to use it and the consent to text the contacts on it. Carrier and registry rules also require that the people you message have agreed to hear from your business. Contact details you find through Skip Tracing are not consent (see Section 7).

2.4 Reassigned and wrong numbers. Phone numbers change hands. You are responsible for stopping as soon as you learn that a number belongs to someone other than the person who consented.

2.5 Do Not Call lists. You are responsible for checking and honoring the National Do Not Call Registry, state Do Not Call lists and your own internal list where the law requires it. LeadTextor keeps a Do Not Contact list inside your account and skips any contact on it, but this is a tool. It does not check government lists for you.

03 Opt-Outs and Required Disclosures

3.1 Honor every opt-out immediately. If someone asks you to stop, you must stop at once and on every channel and system that you use, not only in LeadTextor. This includes opt-outs received in any other way, such as a phone call, an email or a message to another number.

3.2 How LeadTextor helps. The Service automatically recognizes common opt-out words (such as STOP, UNSUBSCRIBE, CANCEL and QUIT), marks the contact Do Not Contact and blocks further messages to that number from your account. A text that the carrier blocks because the person opted out has the same result. You must not try to message, re-add or re-import a contact who has opted out unless you have new, clear, documented consent from that person. You must not change settings or workarounds to bypass or hide an opt-out.

3.3 Identify yourself and make opting out easy. Your messages must make clear who is sending them. Include opt-out wording (for example “Reply STOP to opt out”) where the law, the carriers or your registered campaign require it. Respond to HELP requests where required.

3.4 Hours. Do not send marketing texts outside the hours the law allows, which is generally 8:00 AM to 8:00 PM in the recipient's local time. The Service only lets you schedule campaigns inside a window between 8:00 AM and 8:00 PM, but you are responsible for the recipient's local time zone and for any stricter state rule.

3.5 Truthful content. Every message must be honest. Do not misrepresent who you are, what you are offering, what the recipient has agreed to, or the origin of their information.

04 Registration and Numbers

4.1 Register before you send. You must complete A2P 10DLC brand and campaign registration, and receive approval, before you send campaigns. All details you submit must be true, complete and kept up to date, including your legal business name, tax ID, address, website, contact details, use case and sample messages. Inaccurate details are a common reason for brand verification to fail. If it fails, an appeal costs $11 and a resubmission costs $4.50, each time, as described in our Terms of Service.

4.2 Stay within your registered use case. Your messages must match the use case and sample messages you registered. If your business, website or use case changes, tell us and update your registration.

4.3 Use numbers honestly. You must not use multiple numbers, brands, accounts or registrations to spread messages so that they avoid carrier filters, volume limits, opt-outs or blocks. You must not send from a number that is not registered for your campaign, share your numbers with other businesses, or sell or lend access to them.

4.4 Respect limits. You must not try to get around sending limits, daily limits, message delays or any other safeguard in the Service.

05 Prohibited Content

You must not use the Service to send, promote or store:

- sexually explicit content;
- hate speech, or content that discriminates against a person or group because of race, color, religion, sex, national origin, familial status, disability or any other protected characteristic, including any message that would violate fair housing law;
- alcohol, firearms or tobacco products (including vaping);

- cannabis or cannabis-related products;
- payday loans or other short-term, high-interest lending;
- debt collection;
- unsolicited or deceptive messages (spam), phishing, fraud, scams or messages that impersonate another person, a lender, a government agency or a business;
- false or misleading statements to property owners, such as false claims about a foreclosure, an offer, a lien, a deadline or your identity or authority;
- threats, harassment, intimidation, stalking or abuse;
- anything illegal, or that promotes illegal goods or services;
- links that are malicious or deceptive, or links hidden behind public URL shorteners that carriers filter; or
- software viruses or any material intended to harm or disrupt a system.

This includes the categories that carriers group under the name SHAFT (sex, hate, alcohol, firearms and tobacco), which are always prohibited. This list is illustrative, not complete. We may restrict any use that we decide creates undue legal, regulatory or carrier risk, even if it is not listed here.

06 Prohibited Conduct

You must not:

- give false or misleading information when you register or at any time afterwards;
- share account logins, or let people outside your organization use your account;
- use the Service to send messages for another business as a service or resell, lease or sublicense it, unless we agree in writing;
- copy, scrape, reverse engineer, decompile or interfere with the Service, its security or other customers' use of it, or use bots or scripts that place unreasonable load on it;
- misuse integrations, webhooks or any interface to access data that is not yours, or to get around a limit or a restriction;
- attempt to access another customer's account or data;
- use the Service to contact people in a way that is abusive, harassing or intended to deceive; or
- help or allow anyone else to do any of these things.

07 Skip Tracing Rules

7.1 What Skip Tracing is for. Skip Tracing is a research and record-keeping tool for individual property owners. It is for your own records, for example to find an owner for property you are legitimately working on, to prepare comps and to prepare contracts. For business or entity lookups, contact us.

7.2 Prohibited uses. You must not use Skip Tracing results, or any information in them, for:

- **bulk messaging or bulk marketing**, including adding them to a campaign, automation or any other messaging feature in LeadTextor, or loading them into another tool for mass texting, mass calling or mass email;
- **cold marketing**, meaning unsolicited marketing to a person who has not given you the permission the law requires and has no prior relationship with you;
- **credit, employment, tenant screening, insurance** or housing, loan or benefit eligibility decisions, or any other purpose covered by the Fair Credit Reporting Act or a similar law. LeadTextor is not a consumer reporting agency

and Skip Tracing is not a consumer report;

- stalking, harassment, intimidation, retaliation, or locating or contacting a person who does not want to be found, including a person protecting themselves from abuse;
- discrimination of any kind, including in housing;
- debt collection;
- identity theft, fraud, pretexting (pretending to be someone else to obtain information) or any other unlawful act;
- selling, licensing, sharing, publishing or otherwise making results available to anyone else; or
- lookups of people who have no connection to a property you are legitimately working on, including public figures, former partners, neighbors and minors.

7.3 Following the law. You are responsible for complying with all laws that apply to the information you receive and how you use it, including consumer reporting, financial privacy, driver's privacy, telemarketing, anti-discrimination and state privacy laws.

7.4 No consent from a lookup. Finding a phone number or email address does not give you permission to text, call or email that person. Any contact you make must follow the law and Sections 2 and 3, and you must stop if the person asks you to.

7.5 Fair use of the tool. You must not break up or disguise jobs to get around the rules that apply to Skip Tracing, such as the limit of one job at a time and the maximum job size, and you must not submit unlawfully obtained data.

7.6 Requests from people in your results. If someone asks you to delete or stop using their information, you must do so promptly.

08 Phone Validator Rules

Use the Phone Validator only on numbers that you hold lawfully. Do not use it to build or enrich lists of people you have no right to contact, to test or harvest numbers at random, or to resell the results. A line type or valid result is information about a number, not permission to contact the person.

09 AI Tools

- Do not use the AI tools to create content that this policy prohibits, or content that is deceptive, discriminatory, harassing or that impersonates anyone.
- The AI does not send anything for you. You must read and approve each message, and you are responsible for it, including its accuracy and legal compliance.
- Do not enter information into an AI tool that you are not allowed to share, and do not rely on AI output as legal, financial or professional advice.

10 Automatic Safeguards and Monitoring

To protect deliverability, recipients and other customers, the Service monitors messaging and has automatic safeguards. These can:

- detect restricted or spam words and block or flag a message or template;
- apply daily limits and delays between messages;

- pause a campaign automatically, for example because of a high opt-out rate, low deliverability or a temporary sending problem;
- freeze a sending number whose health score is too low, and move your running campaign to your other healthy numbers; and
- deactivate or restrict an account, or flag it for manual review.

10.1 Campaigns. Once a campaign has sent at least 200 texts, it is paused automatically if its opt-out rate reaches 8% or more, or if fewer than 70% of its texts are delivered. A paused campaign stays on hold for 24 hours. After that you can resume it, and only the texts sent after the resume are counted for the next check. Our team can allow an earlier resume.

10.2 Accounts. If, over 30 days, an account has sent at least 1,000 texts and fewer than 65% were delivered or more than 12% of recipients opted out, the account can be deactivated. Only our team can reactivate it, and the next measurement starts afresh from the following day.

10.3 Sending numbers. A number that has sent at least 300 texts and whose health score is 6.0 or lower (out of 10) is frozen. Campaigns that were using it continue automatically from your other healthy numbers. Follow-up campaigns keep their original number. If no healthy number is left, the campaign is paused. Our team can activate a frozen number again with a fresh health score. A frozen number is not deleted, and its monthly fee continues until you delete it.

10.4 Changes. These limits are current at the effective date of this policy. We may change them as carrier rules and our experience change.

We may apply these safeguards without prior notice, review messages and account activity where we have a reason (for example a complaint, a carrier request or a safeguard alert), and share information with carriers, the registry, regulators and law enforcement where required. You agree to cooperate with our reasonable requests for information.

11 Reporting a Violation

If you believe that someone is using LeadTextor in a way that breaks this policy, or you received a message that was sent without your consent, email **contact@leadtextor.com** with as much detail as you can, such as the phone number you received the message from, the date and time, and the message text. If you received a text through LeadTextor, you can also reply STOP to opt out of messages from that sender.

12 Enforcement

If we think this policy has been broken, we may, at our discretion and without prior notice, take any step that we judge appropriate, including to:

- warn you, or ask you to provide proof of consent or other information;
- block messages, pause campaigns, freeze numbers or limit features;
- suspend or terminate your account; and
- report the conduct to carriers, the carrier registry, regulators or law enforcement, and cooperate with their investigations.

We are not required to refund fees, Wallet Balance or usage lost because of an enforcement action that results from a breach of this policy. You are responsible under our Terms of Service, including the indemnification section, for

claims and penalties that result from your messaging.

13 Changes and Contact

We may update this policy from time to time and will change the effective date above. For material changes we will give notice in the app or by email. If you keep using the Service after a change takes effect, you accept the updated policy.

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