

OVERVIEW

Last Updated: 6/17/2020

The terms and conditions on this page apply to both users of Trumpia’s web-based user interface and anyone using an application programming interface (API) in connection with the Trumpia service. Hereinafter, both types of users shall be referred to as “Customer”, and “Parties” shall refer to both Customer and Trumpia.

PLEASE READ THESE TERMS OF USE COMPLETELY AND CAREFULLY. THEY MAY HAVE CHANGED SINCE YOUR LAST VISIT TO THIS PAGE. BY USING THIS SERVICE (ALSO REFERRED TO AS “WEBSITE”), WHETHER THROUGH TRUMPIA’S WEBSITE OR THROUGH AN API, YOU INDICATE THAT YOU HAVE READ THESE TERMS OF USE, UNDERSTAND THE STIPULATIONS DESCRIBED HERE, AND AGREE TO FOLLOW THESE TERMS OF USE PRIOR TO SENDING MESSAGES. IF YOU DO NOT ACCEPT THESE TERMS OF USE, PLEASE DISCONTINUE USE OF THIS SERVICE IMMEDIATELY. IF YOU ARE A RESELLER OR A USER OF TRUMPIA’S WHITE LABEL SERVICE, YOU ALSO AGREE TO INCORPORATE THESE POLICIES INTO YOUR OWN POLICIES, PRODUCTS, AND SERVICES AND TO ENSURE THAT YOUR CUSTOMERS OR USERS ADHERE TO THESE TERMS.

Trumpia reserves the right, at its sole discretion, to modify and post this Terms of Use at any time without prior notice. You are advised to visit this page to review the current Terms of Use on a regular basis.

Trumpia provides businesses and organizations with a variety of tools to collect names, phone numbers, email addresses, and other information on an opt-in basis. Trumpia also provides a tool to help you import subscriber data. However, contact information may be imported or otherwise added only if the subscribers gave full consent to receive a specified type of messaging from your organization. Proof of such specific consent may be required at any time by your subscribers, authorities, or Trumpia during a compliance audit or during the contact import process.

In addition, [CTIA](#) regulations prohibit certain campaigns such as text-to-win and financial offers by shared short code or transmitting undesirable content such as violence, pornography, alcohol, illegal drugs, and other prohibited content described in this document.

If you are using a shared code, you acknowledge the very real risk that your code may be shut down at any time due to a bad actor on the code or changes to carrier policies. You may be required to migrate to a dedicated number at any time at the sole discretion of Trumpia.

Trumpia’s service may NOT be used for sending any unsolicited messages (commonly known as spam) except for specified exemptions governed by the TCPA and FCC rulings. You agree to the privacy and anti-spam policies described in this document and agree to enforce the indicated permission-based practices with anyone using your account as required by law. You agree to assume full responsibility and accept the legal consequences of any action by anyone using your account.

Trumpia reserves the right to suspend or terminate your account at any time, at its sole discretion, and without prior warning or refund if your account activity is believed to violate any term in this agreement, applicable law, or industry regulation. Violation of applicable anti-spam regulation may also cause third-party legal action against you. Trumpia also reserves the right to refuse or cancel service if Trumpia believes that your conduct is

harmful to the interests of Trumpia or its affiliates, or if payment is past due. Trumpia reserves the sole discretion and right to permanently delete archived data after 30 days of account termination or cancellation.

Trumpia will not use your database or any other private information stored in your account for any purpose other than those indicated in these Terms of Use or to comply with legal requirements.

GOVERNING LAWS AND CARRIER REGULATIONS

The validity, construction, and performance of this agreement will be governed by and construed in accordance with the laws of the State of California without giving effect to their conflict of law principles. You agree that the federal or state courts sitting in California will be the exclusive courts of jurisdiction and venue for any litigation, special proceeding, or other proceeding as between the Parties that may be brought, arise out of, in connection with, or by reason of these Terms of Use.

Laws and regulations that govern the sending of SMS messages include but are not limited to the following (all linked websites subject to change). Before using Trumpia's service, you agree to review and abide by all relevant laws and regulations, and to check regularly for any revisions, as they may be amended over time. Trumpia does not make any claims that Trumpia has authority to enforce or amend these laws and regulations. These laws and regulations may also be changed from time to time, and it is Customer's sole responsibility to stay informed of any change or revisions.

- [TCPA](#)
- [CAN-SPAM Act](#)
- [MMA](#)
- [CTIA](#)
- [CRTC \(for sending messages to Canada\)](#)

PERMISSION-BASED SUBSCRIPTION REQUIREMENTS

Every outgoing email via the Trumpia service must contain a link that allows the recipient to unsubscribe from your distribution list(s). All voice broadcasts also must include verbal instructions for opting out of your calling list. All text programs must conform to the latest available best-practice guidelines published by the Cellular Telephone Industries Association (CTIA), which you agree to review before using Trumpia's service.

IMPORTANT for Mobile Keywords, Online Signup Forms, and Other Contact Collection Methods: For mobile keywords, you must include the opt-in disclosure shown below (after you have filled in the appropriate fields) in all of your promotional materials: all media, website, printed material, digital and event promotions, broadcasts, and any other material promoting your mobile keyword. The Telephone Consumer Protection Act (TCPA) and

Cellular Telephone Industries Association (CTIA) strictly prohibit omission of this disclosure in whole or in part. Failure to include the following terms may result in suspension of your mobile keyword without warning as well as third-party legal action.

Summary Terms & Conditions: Our mobile text messages are intended for subscribers over the age of [minimum age] and are delivered via U.S. short code [short code], long code [long code], and/or toll-free number [toll-free number]. You will receive up to **[message count] message(s) per month for [messaging program or content]. Message and data rates may apply.** For help, text **HELP** to the number that sent you the message, email [support email], or call +1 [support phone number]. You may stop your mobile subscription at any time by text messaging **STOP** to the number that sent you the message. [Link to Terms & Conditions] [Link to Privacy Policy]

PRIVACY AND ANTI-SPAM POLICIES

The following terms and various other sections of this document constitute an introduction to the concept of spam and the general contours of a responsible, permission-based campaign. This general information is not an exhaustive source for applicable laws, guidelines, and compliance responsibilities pertaining to your use of Trumpia's service. In the event of any conflict between the information below and any law or industry regulation, you are to observe the applicable law or regulation.

What is spam? Spam is any type of unsolicited message. You should not assume that an existing relationship with any recipient constitutes permission to send messages. For example, if a customer disclosed a mobile number in the course of business but did not give you specific permission to send messages, you cannot send messages to that number.

What constitutes consent? As required by law, all message recipients must be clearly and fully notified of (1) the collection of their contact information, (2) the purpose of its collection, and (3) the use of their contact information. All message recipients must also give explicit consent prior to receiving your call or message. The required record of consent differs depending on the nature of your message.

Solicitation (e.g. promotions, promotional announcements, coupons, and deals):

NOTE: You are required to obtain prior express WRITTEN or ELECTRONIC consent to send solicitation messages via text or voice from each contact regardless of a previous or standing business relationship with the contact. See below for more details.

Non-solicitation (e.g. reminders, alerts, and appointments):

NOTE: You are required to obtain prior express consent from each contact before you send messages regardless of a previous or standing business relationship with the contact. Such consent may be written or verbal but must be documented.

Purchasing a product or service from you, participating in an event, or "liking" or "following" your business on

Facebook or Twitter does not constitute consent to receive messages from you, and cannot be a condition for opting in to receive messages from you. In addition, subscribers must specifically opt-in to receive text messages from you. If you require confirmation of opt-ins to your service but do not receive a response from a given contact, you do not have sufficient consent and may not send messages to that contact.

What constitutes prior express written consent? The revised TCPA rule defines prior express written consent as a written agreement, signed by the person receiving the call or text, with a “clear and conspicuous disclosure” that specifically authorizes the Sender to send communications using an automated system or artificial pre-recorded voice to the specific telephone number that has consented. Subscriber must not be required to sign the agreement as a condition of purchasing any property, goods or services. As indicated in the ESIGN Act, the required signature may be obtained via email, online form, text message, telephone keypad, or voice recording. For more details on the revised TCPA regulation, click [here](#).

In order to stay compliant with laws and regulations regarding consent and spam, you must agree to the following prior to sending messages:

- You agree that you will not access or otherwise use any third-party list of email addresses or phone numbers or otherwise engage in unsolicited messaging in connection with Trumpia’s service.
- You agree to all terms set forth in Trumpia’s [Import Agreement](#), [Privacy Policy](#) and [Anti-Spam Policy](#).
- You agree that you will import, add, edit, access and otherwise use in connection with Trumpia’s service only contact information with proof, which you shall retain, of each subscriber’s’ prior express written consent to receive solicitation from you. Trumpia reserves the right, at its sole and absolute discretion, to deny access to import functions, to impose a stringent qualification process, to require proof of consent of opt-in method, or to require documentation of you or your organization’s legal identity.
- You agree to represent truthfully your identity, the identity of your organization, your product or service, availability, pricing, benefits, and any other offering aspects to your subscribers in all messages.
- You agree to comply with all local, state, and federal regulations as well as general practices governing your content or promotion type.
- You agree that any data in your database may be altered by Trumpia at the subscriber’s request due to CCPA, GDPR, and other data protection laws.

Trumpia has a no-tolerance [policy](#) toward spam. Trumpia does not assume the duty or obligation to monitor messages. However, Trumpia reserves the right, in its sole and absolute discretion, to monitor any and all messages created or sent by you or any third party at any time without prior notice to ensure that they conform to guidelines and policies pertaining to Trumpia’s Website and services.

Evading Trumpia’s monitoring system or the transmission of spam messages through the system violates these Terms of Use. If you know of or suspect any violators, please notify us immediately by clicking [here](#).

REPRESENTATIONS

In using this service, you represent and warrant that you have full authority to enter into this agreement and consummate the transactions contemplated, and that this agreement is not in conflict with any other agreement to which Customer is a party or by which it may be bound.

YOU ARE SOLELY RESPONSIBLE AND LIABLE FOR ALL DAMAGES ARISING FROM BREACH OF ANY OBLIGATION UNDER THIS AGREEMENT INCLUDING THOSE RELATED TO ANY APPLICABLE LAW, POLICY, REGULATION OR PRIVACY LAW. IN ADDITION, CUSTOMER'S LIABILITY WILL EXTEND TO THOSE IT CONTRACTS WITH AS PART OF THE PROVISION OF CUSTOMER'S SERVICE, INCLUDING BUT NOT LIMITED TO THIRD PARTY AFFILIATES OR ANY ENTITY OR PERSON WHOM CUSTOMER DIRECTS, INSTRUCTS OR MANAGES IN AN EFFORT TO SEND OR RESPOND TO MESSAGES. CUSTOMER AGREES THAT A BREACH OF THIS AGREEMENT BY ANY THIRD PARTY AFFILIATE SHALL CONSTITUTE A BREACH BY CUSTOMER. EXCEPT FOR LIABILITY ARISING OUT OF OR RELATED TO TRUMPIA'S FAILURE TO COMPLY WITH APPLICABLE FEDERAL OR STATE LAWS, POLICY, OR REGULATION, OR ITS WILLFUL MISCONDUCT OR NEGLIGENCE, CUSTOMER IS SOLELY LIABLE FOR ANY ACTS OR OMISSIONS CAUSING DAMAGE OR INJURY TO TRUMPIA: (i) RESULTING FROM SENDING OR TRANSMITTING ANY MESSAGES TO A PHONE NUMBER, SOCIAL MEDIA ACCOUNT, OR EMAIL ADDRESS; (ii) FOR ALL CUSTOMER CONTENT, CUSTOMER SERVICES OR INSTRUCTIONS SUPPLIED BY OR ON BEHALF OF CUSTOMER THAT ARE FALSE, INCORRECT, INCOMPLETE, ILLEGIBLE, OUT OF SEQUENCE, OR IN THE WRONG FORMAT OR ARISING FROM THEIR LATE ARRIVAL OR NON-ARRIVAL, OR ANY OTHER ACT OR OMISSION OF CUSTOMER OR ANY OF ITS AFFILIATES; AND (iii) FOR THE ACTS OF ANY AFFILIATES CONTRACTED OR OTHERWISE RETAINED BY CUSTOMER FOR PURPOSES COVERED BY THIS AGREEMENT.

ARBITRATION

All disputes, claims, or controversies arising from or relating to this agreement or the relationships which result therefrom shall be resolved by binding arbitration in California in accordance with the Rules of the American Arbitration Association. Any controversy or claim subject to this arbitration provision shall be decided by one arbitrator selected by the parties, and judgment on the award may be entered in any court having jurisdiction thereof. Each party shall bear its costs of arbitration.

AMENDMENTS

No modification, amendment, supplement to, or waiver of this agreement or any of its provisions, including those by custom, usage of trade, or course of dealing, will be binding on the Parties unless made in writing and duly signed by the Parties.

WAIVER

A failure or delay of Trumpia to enforce at any time any of the provisions of this agreement, or to exercise

any option provided in this agreement, or to require at any time performance of any of the provisions in this agreement, will not be construed to be a waiver of such provision of this agreement, nor will it excuse the other Party's performance of such, nor affect any rights at a later time to enforce the provision.

SEVERABILITY

If any provision of this agreement is found invalid, illegal, or unenforceable by a tribunal or court of competent jurisdiction, the remaining provisions of this agreement will remain valid and enforceable according to its terms. The invalid, illegal, or unenforceable provision will be replaced by a mutually acceptable provision which, being valid, legal, and enforceable, comes closest to the intention of the Parties. If any provision of this Agreement is held to be excessively broad as to duration, geographical scope, activity, or subject, it is to be construed by limiting and reducing it, so as to be enforceable to the extent compatible with applicable law.

ACCEPTABLE USE POLICY

Trumpia reserves the right to determine any violation of this Acceptable Use Policy at its sole discretion. Trumpia's services may be used for only lawful purposes. Using the services in an illegal or abusive manner or any other manner that interferes with or diminishes others' use or enjoyment of the services is prohibited. If Trumpia determines that you are in violation of Trumpia's policies, Trumpia reserves the right to suspend your use of the account, subject to Trumpia's NO REFUND policy. Trumpia also is not responsible for any direct or indirect ramifications that may occur due to a suspension, cancellation, or termination of your account.

The following list gives examples of illegal, abusive, interfering, or otherwise illicit use of the services. This list is provided by way of example and shall not be considered exhaustive.

- Adversely affecting the availability, reliability, or stability of Trumpia's services including but not limited to hacking, data breach, or actions that limit Trumpia's network access
- Any actions, whether knowingly or unknowingly, that adversely affect the availability, reliability, or stability of Trumpia's services by causing a compliance violation inquiry of any Trumpia code or number
- Launching or facilitating, whether intentionally or unintentionally, a denial-of-service attack on any of Trumpia's services
- Attempting to bypass, disable, or impair any security measure or otherwise using the services in any manner posing a security or service risk to Trumpia, any Trumpia client, or any of their subscribers
- Testing or reverse-engineering the services in order to evade filtering capabilities or to find limitations or vulnerabilities
- Using the services in any manner that may subject Trumpia or any third party to liability, damages, or danger
- Using the services in any manner that violates any applicable third-party policy or requirement

- Using the services in any manner that violates the Mobile Marketing Association's guidelines or best practices, carrier guidelines (e.g. CTIA Guidelines), or any other industry standard
- Promoting or engaging in any illegal activity, including but not limited to fraud, in any connection with your account
- Using any property or material trademarked or copyrighted by Trumpia in any manner other than those expressly permitted under these Terms of Use
- Message transmission or any other manner violating, infringing, or misappropriating the rights of any third party, including but not limited to trademarks, copyrights, and rights of publicity
- Harvesting or otherwise collecting without consent information including but not limited to email addresses and phone numbers
- Engaging in spamming or any other activity that violates anti-spamming laws and regulations, including but not limited to the CAN-SPAM Act, the Telephone Consumer Protection Act, and the Do-Not-Call Act
- Using the services in connection with any unsolicited or unwanted transmissions (commercial or otherwise), including but not limited to phone call, text message, email, and voicemail
- Offering any emergency services ("emergency services" meaning any communications connection to emergency personnel or to public-safety answering points such as 911 and E911)
- Using your account to mislead others as to the identity of the sender or the origin of a message or phone call by any means including but not limited to a false identity, a misleading email address or phone number, and a forged header
- Misrepresentation of your identity, business, use case, or message type to Trumpia or the carriers
- Violating or facilitating the violation of any U.S. or foreign law governing the transmission of technical data or software
- Interfering with or disrupting any network connected to Trumpia services or violating the regulations, policies, or procedures of any such network
- Using the Trumpia services or any component thereof in a manner not authorized by Trumpia

PROHIBITED CONTENT

In addition to and without limitation to terms under the Acceptable Use Policy, Trumpia prohibits any use of the service in connection with any of the following types of content, products, and services.

In regard to the treatment of message content and message recipients (including imported contact information), Trumpia is a common carrier system that conveys messages created by Customer. In creating and sending messages, Customer must follow the guidelines of wireless carriers and legislation including the [TCPA](#), the [MMA](#), the [CTIA](#), and the [CAN-SPAM Act](#). Customer must also adhere to the guidelines set by Trumpia including these Terms of Use, Trumpia's [Privacy Policy](#), and Trumpia's [Anti-Spam Policy](#). If Customer is based and operating in Canada, Customer agrees to follow the regulatory legislation of the [CRTC](#) and to observe the

industry standards and guidelines applicable to recipients in their respective countries.

Where prohibited by applicable law within the jurisdiction in which the Customer uses Trumpia's services, Trumpia prohibits any use of the service in connection with any of the following types of content, products, and services. This list is not exhaustive, and there may be other use cases that are not permitted by certain legislations and guidelines.

- Pornography, sexual products, otherwise sexually explicit material, and escort services
- Content related to the sale or promoting the use of drugs and contraband determined to be illegal by any state, federal, or local government
- Content related to the sale or promoting the use of Alcoholic beverages or Tobacco products, especially any promotion to persons under 21 years of age
- Pirated computer programs, viruses, worms, Trojan horses, or other harmful code
- Instructions or materials for the assembly of bombs or other weapons
- Financial Offers where the organization is not the direct lender
- Affiliate offers wherein personal data is shared with third-party organizations
- Text-to-win campaigns on any shared code
- Disclosure of anyone's private or personally identifying information without such party's prior express written consent (or parents' prior express written consent in the case of a minor)
- Material that displays any person under 18 years of age in an illicit or otherwise exploitative manner
- On the basis of the practices and standards of your industry and community, any illegal or improper promotion to persons under 18 years of age
- Products, services, or content commonly associated with unsolicited commercial messages (a.k.a. spam), including but not limited to online and direct pharmaceutical sales (e.g., health and sexual well-being products), work-at-home businesses, credit or finance management (e.g., credit repair, debt relief), and claims of lost bank accounts or inheritances
- Any libelous, defamatory, scandalous, threatening, or harassing activity
- Objectionable content including profanity, obscenity, lasciviousness, violence, bigotry, hatred, and any discrimination on the basis of race, sex, religion, nationality, disability, sexual orientation, or age
- Advocation, promotion, or other encouragement of violence against any government, organization, group, or individual or any instruction, information, or assistance in causing or carrying out such violence
- Any product or service that is unlawful where such product or service or promotion thereof is received
- Images of authors, artists, photographers, or others without prior express written consent from the content owner
- Any mention of any wireless carrier or any representation that copies or parodies any product or service of any wireless carrier

WARRANTY DISCLAIMER

TRUMPIA PROVIDES ITS SERVICE AND ALL RELATED CONTENT ON AN "AS IS" BASIS. TRUMPIA AND ITS LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESSED, IMPLIED, OR STATUTORY. EXCEPT TO THE EXTENT PROHIBITED BY LAW, TRUMPIA DISCLAIMS ALL WARRANTIES, INCLUDING AND WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR ANY PARTICULAR PURPOSE, TITLE, AND QUIET ENJOYMENT AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

WITH THE EXCEPTION OF TERMS INDICATED IN ANY SEPARATE SERVICE LEVEL AGREEMENT, TRUMPIA DOES NOT WARRANT THAT ITS SERVICES, WEBSITE, TOLL-FREE NUMBERS, SHORT CODES, LONG CODES, EMAILS, VOICE CALLS, OR LINK SHORTENER WILL FUNCTION AS DESCRIBED OR WILL BE TIMELY, UNINTERRUPTED, ERROR-FREE, OR FREE OF HARMFUL COMPONENTS, OR THAT ANY STORED DATA WILL BE SECURE OR SAFE FROM LOSS OR DAMAGE. ALTHOUGH TRUMPIA SHALL NOT BE RESPONSIBLE FOR ANY SERVICE OR WEBSITE INTERRUPTION, TRUMPIA WILL ATTEMPT TO REROUTE TRAFFIC THROUGH OTHER MEANS AS APPLICABLE, IF THE PRIMARY SHORT CODE, LONG CODE, OR TOLL-FREE NUMBER IS IMPAIRED.

NO VERBAL ADVICE OR WRITTEN INFORMATION GIVEN BY TRUMPIA, ITS EMPLOYEES, LICENSORS, LICENSEES, AFFILIATES, OR AGENTS OR BY ANY OTHER THIRD PARTY SHALL CREATE ANY WARRANTY. NOR MAY YOU OR YOUR SUBSCRIBERS INTERPRET ANY SUCH INFORMATION OR ADVICE AS SUCH REPRESENTATION. ANY ADVICE OR CONSULTATION PROVIDED BY TRUMPIA, ITS EMPLOYEES, LICENSORS, LICENSEES, AFFILIATES, WEBSITE, OR AGENTS SHOULD BE INTERPRETED AS LEGAL ADVICE OR AUTHORITATIVE CONSULTATION. FINAL JUDGEMENT SHOULD BE PROVIDED BY YOUR INTERNAL COMPLIANCE OR LEGAL TEAM.

Indemnification

You hereby agree to defend, indemnify, and hold harmless Trumpia and its business and technology partners, underlying technology creators, third-party suppliers, operators and providers, licensors, board members, officers, directors, shareholders, employees, distributors, resellers, affiliates, and agents from and against any damages, losses, liabilities, judgments, fines, settlements, and expenses (including, without limitation, costs and reasonable attorneys' fees) in connection with any claim or action arising from any cause such as (i) any act or omission that, if true, would constitute a breach of this agreement, (ii) any privacy or spam policy violation alleged to have been committed through any use of your Trumpia account, (iii) any other use of Trumpia's service in any manner not authorized by these Terms of Use, in violation of the restrictions herein, or in violation of applicable law, and (iv) any other reason including but not limited to acts of God, destruction, theft, defects, viruses, communication failure, failure of performance, impairment or loss of data, suspension or termination of service, and unauthorized access to Trumpia's system, records, data, or settings.

You agree that Trumpia has the right to seek and recover all of its damages caused by you through any use of the service in an unlawful manner, in a manner that violates Trumpia's privacy, acceptable use, import, or anti-spam policies, or in a manner inconsistent with the terms of this agreement. You acknowledge that such damages may include, without limitation, direct, indirect, special, incidental, cover, reliance, and consequential damages. You acknowledge and agree that this provision will apply to all services from Trumpia and its affiliates

whether or not Trumpia is notified of any possibility of such damages. The terms of this section shall survive the termination of this agreement regardless of the cause or nature of such termination.

TERMINATION

Customer may request termination or cancellation of their online access to Trumpia service by submitting a support ticket through Trumpia's user interface. Service may not be cancelled by any other method such as phone, email, or letter. Customer acknowledges and agrees that all payments made including setup fees, subscription fees, plan fees, service fees, and prepaid text message credits are non-refundable regardless of Customer's service usage, satisfaction, or account activity. It is the sole responsibility of Customer to utilize the Trumpia software. Customer acknowledges and agrees that any unused text message credits are also non-refundable.

By making a payment, Customer is accepting the Trumpia software as provided at Trumpia.com. All committed fees are to be paid. Customer agrees to pay any outstanding amount for the Trumpia software whether the Trumpia software was previously used, will be used, or was cancelled or terminated. Customer may cancel or terminate online access to Trumpia service at any time, but any commitments under this agreement, including but not limited to paying all fees herein, will remain until all obligations are met with valid payments. Cancellation, suspension, termination, or deletion of the account(s) by Customer or Trumpia may never be construed as a release or acknowledgment of meeting financial obligations under this agreement. This includes all unpaid dues or financial commitments that were agreed upon under this agreement, even if they are for a period after the cancellation or termination date.

Customer acknowledges and agrees that any failure to make payments due under this agreement will result in Trumpia pursuing all legal remedies, including seeking the assistance of the courts and/or a collection agency. Customer agrees to pay any costs associated with Trumpia's efforts to collect any payments due under this agreement.

Lack of activity alone does not automatically cancel or terminate your account, and Customer remains responsible for all applicable service fees. Trumpia reserves the sole discretion and right to permanently delete archived data after 30 days of account cancellation or termination.

At any time, with or without notice, Trumpia may terminate this agreement or the service or disable your account in whole or in part at Trumpia's sole discretion. Trumpia shall bear no liability to you or any third party because of any such action.

ACKNOWLEDGEMENTS

You hereby acknowledge and agree to the following terms, subject in each case to the terms indicated elsewhere in this agreement.

- You understand and agree that Trumpia will make no refund of any fees whether or not the service has been used.
- The service will be subject to monthly, quarterly, bi-annually, or yearly software license fees.
- In cases where sales tax law in your state impacts SaaS services, Trumpia reserves the right to add additional charges to your account to reflect those taxes including past unpaid taxes.
- Some features may not be permissible under the laws of certain jurisdictions. You agree that you bear sole control and responsibility over compliance with any such laws and assume sole liability for any noncompliance.
- If your primary code (short code or toll-free) is not provisioned for MMS, all MMS messages may be sent from a different code. You bear the responsibility to test availability of and request for MMS provisioning. Certain wireless carriers may not offer MMS capabilities.
- SMS message delivery to Canada is supported through Toll-Free Numbers or Dedicated Short Codes. Message throughput, MMS support, carrier surcharge and carrier support for message delivery to Canada will differ from message delivery to the U.S.
- Customer grants Trumpia a nonexclusive, perpetual right to use or copy any content or campaigns created or input by Customer into the Trumpia Software (“Customer Content”). Notwithstanding the foregoing, nothing in this agreement will confer in Trumpia any right of ownership in Customer Content.
- Trumpia is not required to provide data outside the system that are already available through the user interface, including but not limited to exported files containing specific messages, subscriber phone numbers, and opt-out lists.
- You are not allowed to import or incorporate (into any contact list, message, social campaign) or upload (to Trumpia servers) any of the following information: social security numbers, national insurance numbers, credit card numbers, passwords, security credentials, or sensitive personal or medical information of any kind.
- You and Trumpia agree that this agreement is a factual and material statement of the mutual understanding and working relationship of the parties and that all waivers and modifications must be in writing signed by both parties, except as otherwise provided herein. No verbal exception or agreement with any Trumpia representative will be honored unless in writing and signed by both parties.
- No agency, partnership, joint venture, or employment is created as a result of this agreement, and you have no authority of any kind to bind Trumpia in any respect whatsoever.
- Trumpia reserves the right to refuse, suspend, disable, or terminate any party’s service, in whole or in part, at any time, for any reason, and without notice. Trumpia shall bear no liability to you or any third party for any direct, indirect, incidental, special, or consequential damages due to any manner of use or inability to use service elements including but not limited to short codes, long codes, toll-free numbers, mobile keywords, online signup pages, API keys, login access, the control panel, and DSP email servers.

If you have any questions, concerns, or comments about these Terms of Use, you may click [here](#) to contact us.

Trumpia has a NO TOLERANCE policy against spam. Any account found to be using Trumpia for spam will be suspended immediately and without notice. If you are not familiar with the definition of spam, please read the spam test below, as you may unintentionally be in violation already.

Delivering spam messages through Trumpia or breaching any of our terms of use policies including this Anti Spam Policy is a clear and serious violation. Any unused credits or remaining service fees will not be refunded. If you know of or suspect any violators, please notify us at Support@trumpia.com.

What is Spam?

Spam is any type of unsolicited messages. By sending messages to only those who have explicitly requested to receive it, you are following accepted permission-based messaging guidelines. You should not assume a preexisting relationship to be a substitute for explicit consent to send messages. For example, if your customer disclosed a mobile number in a normal course of business but did not specifically express consent to receive your messages, you cannot send messages to the number. If it is discovered that you have been delivering any type of message to recipients who have not granted you consent, you will be held fully accountable for your actions. You are subject to any legal actions that result from such violations including class action lawsuits whether you use our software user interface or API. Please refer to the following list of resources to help combat possible spam violations:

- [TCPA](#)
- [CAN-SPAM Act](#)
- [MMA](#)
- [CTIA](#)

What Constitutes Consent?

The recipient of your message has been clearly and fully notified of the collection and use of his or her contact information and has consented, as required by law, prior to receiving your calls or messages. Consent can be obtained in handwritten form, email, website form, text message, or other methods in compliance with the E-SIGN Act. You will have to obtain consent from the recipient of your messages, even if you previously had a business relationship with the recipient. You DO NOT have consent if any person purchased a product or service from you or partakes in an event, meeting, conference or general gathering. Nor do you have consent if a person “Likes” or “Follows” your business on Facebook or Twitter. If you require people to confirm that they opt in to your system but have not received a response from those people, then you DO NOT have sufficient consent and may not send messages to those individuals. Subscribers must also be aware that consent is not a condition of purchase.

What constitutes Prior Express Written Consent?

The TCPA rule defines “prior express written consent” as a signed written agreement that clearly and conspicuously discloses to the consumer that:

- By signing the agreement, he or she authorizes the seller to deliver telemarketing messages to a designated phone number using an automatic telephone dialing system and
- The consumer cannot not required to sign the agreement or agree to enter into it as a condition of purchasing any property, goods, or services.
- The required signature may be obtained in compliance with the E-SIGN Act, including via an email, website form, text message, telephone key press, or voice recording. For more details for the revised TCPA rule, [click here](#).

Take the Spam Test

If you answer “yes” to ANY of the questions below, you will likely be labeled as a spammer and are at risk of being shut down by carriers. In an extreme case, you may even be subjected to a potential class action lawsuit by your subscribers. If you think you may be spamming, please contact your Trumpia account manager or Customer Support at 1-888-707-3030 to devise a compliant strategy.

- Are you sending messages to a distribution list or non-specific email addresses such as: marketing@domain.com, sales@domain.com, business@domain.com, webmaster@domain.com, or info@domain.com?
- Are you sending emails or text messages to anyone whose contact information you received or purchased from a third party?
- Are you sending solicitation message to any phone number without prior express (for informational alerts) or written consent (for promotional messages)?
- Do your text messages, emails, or voice broadcasts contain false or misleading information?
- Are you sending messages more frequently than you expressed you would when the contact opted-in?
- Are you sending messages that contain prohibited content such as drugs, alcohol, pornography, etc.?
- Are you sending messages with content type that does not match what you initially said you would message the contact about when they opted-in?
- Are you sending solicitation messages past 9PM or earlier than 8AM (recipient’s time)?
- Are you sending messages under a company name that is different from the company that the subscriber originally opted-in with?

Liability Policies

- At Trumpia's discretion, any account will be suspended without a refund if the account knowingly or unknowingly contributes to spam or violates federal, state, local or carrier laws or rules. In addition, in Trumpia's defense, Trumpia may be required to assist the parties claiming damages from your actions related to spam.
- You agree to not access or use ANY third party mailing lists for email addresses, phone numbers, or otherwise prepare or distribute unsolicited messages in connection with our service.
- You agree to import, add, edit, access or use only lists for which all listed parties have opted in to receive correspondence from you ("Permission-Based Lists"). You hereby covenant that you shall not use any other lists in connection with your use of the service. In addition, it is prohibited to import phone numbers without tangible proof of the subscribers' explicit consent to receive messages. Doing so will deny you of this feature or be subjected to a stringent qualification process to comply with various local and federal laws. The process includes the proof of method for opt-in, to provide evidence of opt-in, your legal identity and your organization's identity.
- You acknowledge and agree that not all messages sent via Trumpia's service will be received by their intended recipients. For example, sending a message to a distribution list may deliver messages to unintended recipients due to the list changing. It is your responsibility to keep your distribution lists updated.
- You agree to comply with all local, state and federal regulations and general practices governing your specific content or promotion type. Additionally, content affiliated with pornographic or sexually explicit material or alcoholic beverages is prohibited. In particular, alcoholic beverages or entertainment content or promotions targeted to people under 21 years of age may not be sent through the system.
- You will adopt and maintain the Privacy Policy, which may be modified by Trumpia at any time for any reason.
- You agree to identify your organization, product and service accurately and not deceive your recipients in any message with reference to your identity, offering, availability, pricing, benefits, and any other aspects of your communication.

How Trumpia Protects Against Spam?

Trumpia is a permission-based text messaging, voice broadcast, and email communication tool that follows strict protocols:

- **Contact Collection** - All opt-in methods including mobile keywords, online sign-up pages, paper forms, and widgets must clearly state why you are collecting the person's contact information, how you plan to use the contact information, and how often you plan to message them.
 - » Note: When a subscriber opts-in to receive a certain type of message, that is the only message content that you are allowed to send them. For example, if a contact gave you their phone number to receive customer service or account information, you cannot then send them a marketing offer in the future unless you clearly stated that you would be doing so when they submitted their phone number. For a standard disclaimer to include with every opt-in method, please contact us at support@trumpia.com.

Please include a similar disclaimer wherever and however you collect contacts (poster, flyer, web page, radio ad, TV commercial, verbal promotion, 3rd party announcement, paper signup form, etc.).

- **Unsubscribe** - Messages sent from Trumpia's platform automatically contain instructions for subscribers to opt-out. If they do so, they will automatically be removed from your contact database. Subscribers can also call the Trumpia Unsubscribe Hotline at 1-866-866-0009.
 - » Text Messaging: Subscribers can reply to any text message with the word "STOP". When a contact opts-in to your messaging program, the first message they receive delivers these instructions.
 - » Email: Every email contains an unsubscribe link which allows contacts to opt out of future emails.
 - » Voice Broadcasts: Subscribers can opt out of receiving voice broadcasts by pressing "7".

Consumer privacy and anti-spam obligations are high priorities for Trumpia and our technology providers. The terms and linked resources herein are provided to help you (the “Customer”) conduct responsible and legal permission-based messaging. You are required to read this agreement before importing contact information and initiating any messaging. This agreement applies to both users of Trumpia’s standard interface and API users.

API Agreement & Import Certification

When importing or otherwise adding contact information manually or via API, you will be required to show that all included contacts have expressly opted in to messaging from you and were not exchanged, rented, purchased, or otherwise acquired from any third party. All customers must complete the following steps to be certified to add contact information.

1. Complete and submit a “Certification and Agreement for Consent by Message Recipients” form
2. Provide links to online sign-up forms used to collect contacts
3. Provide images of any paper sign-up forms
4. Submit details of any other subscription methods to be reviewed by Trumpia’s technical support department
5. Provide government-issued identification for the contract signatory
6. Provide proof of establishment of customer’s business or organization

Regulations & Industry Guidelines

You agree to comply with relevant industry guidelines and regulations in any use of the Trumpia service, including the importing of contact information, the transmission of messages to your contacts, and any related API. As indicated in Trumpia’s [Terms of Use](#), such laws and rules include but are not limited to the following (all linked websites subject to change).

- [National Do Not Call Registry](#)
- [Telephone Consumer Protection Act \(“TCPA”\) 47 U.S.C. § 227](#)
- [Revised TCPA \(for text or voice solicitations\)](#)
- [CAN-SPAM Act](#)
- [Mobile Marketing Association \(“MMA”\) guidelines](#)
- [CTIA guidelines](#)

Text Messaging

In regard to text messaging, the following regulations must be strictly observed. We provide them here to underscore their importance.

- “Content providers must obtain opt-in approval from subscribers before sending them any SMS or MMS messages or other content from a short code.” (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 recurring 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):
 - » Subscriber initiates opt-in to a recurring standard rate program by responding to a call to action (MMA ID: CCS-101)
 - i. Subscriber may send a mobile-originated message from handset to 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
 - v. Subscriber may initiate opt-in from a paper-based consent form
 - » Program responds with pertinent phone, program, and contact information via web/WAP/IVR/handset/paper 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)
- Any online form or promotion used to collect customer contact data must include the following:
 - » [Organization name]: You will receive [description of alerts]. Get up to [frequency] messages per month. Text HELP for help. Text STOP to cancel. Msg & data rates may apply. Terms & conditions available at [URL], email [email address], or call [phone number].

- All telephone numbers in your database will receive messaging from ONLY the business or organization specified for this account and not any other. By way of example, if you open a Trumpia account for Restaurant A and you happen also to own Restaurant B, the contact list from Restaurant A cannot be used for solicitations from Restaurant B. Furthermore, you are NOT allowed to import the list from Restaurant A into a list for restaurant B. Contact information must be used for for messaging from only one business, organization, or location.
- The revised TCPA rule states that if you are sending text or voice messages for solicitation purposes, then your campaign must meet the “prior express written consent” standard. The TCPA defines prior express written consent as a signed written agreement that clearly and conspicuously discloses the following to the consumer.
 - » By signing the agreement, he or she authorizes the seller to deliver telemarketing messages to a designated phone number by use of an automatic telephone dialing system.
 - » The consumer is not required to sign the agreement or agree to enter into it as a condition of purchasing any property, goods, or services.
- Text messages will be limited to the period between 8:00 a.m. and 9:00 p.m., recipient’s local time.

Voice Broadcast

You agree to the following terms in relation to any use of your account for voice broadcasting in addition to all applicable regulations indicated above.

- You may import phone numbers for voice broadcast under either of the following conditions.
 - » All included subscribers have provided prior express written consent for telephone messages.
 - » You are a tax-exempt, nonprofit charitable organization or a for-profit telemarketing service making calls on behalf of a tax-exempt, nonprofit charitable organization making non-promotional calls only to members of such organization or previous donors thereto.
- Calls will be limited to the period between 8:00 a.m. and 9:00 p.m., recipient’s local time.
- “You are required to maintain a “Do Not Call” list and to honor anyone’s request not to be called again.
- No call will be placed to any emergency telephone line or to the line of any guest or patient room at any hospital, health care facility, home for the elderly, or similar.
- You will not tie up two or more lines of a multi-line business at any given time.
- By federal law, automated voice solicitation messages to mobile phones are prohibited without prior express written consent. Prior consent for voice messaging does not automatically give you similar consent for text messages (SMS). Your import list will be scrubbed for mobile numbers, and an opt-in text message

requesting consent for both voice and text messages will be sent to the mobile phone numbers. The subscriber must reply “OK” to the opt-in text to affirm consent. Trumpia will not send automated messages to the mobile numbers in your import list unless prior express written consent has been granted. [Click here](#) for more information on the TCPA rule regarding voice solicitation messages.

Other

You also acknowledge and agree to the following provisions.

- You agree to Trumpia’s [Anti-SPAM Policy](#), [Privacy Policy](#), [Terms of Use](#) and other terms applicable to the service.
- If Trumpia must suspend or terminate your account due to violation of this agreement, no refund of any kind will be made.
- If you know of or suspect any violators within the system, please notify Trumpia by emailing support@trumpia.com.
- You agree to the terms set forth in this agreement. This document is subject to change at any time, and it is your responsibility to review this document for any revision. Continued use of the Trumpia service after any revision to this agreement constitutes your acceptance of such revision.

Rights & Limitation of Liability

Trumpia reserves the right at Trumpia’s sole discretion to refuse, suspend, disable, or terminate any party’s service at any time without notice or refund. Trumpia shall bear no liability for any direct, indirect, incidental, special, or consequential damages due to any manner of use or inability to use Trumpia’s services. These provisions apply to all Trumpia services and any information derived through the Trumpia system.

You hereby covenant to indemnify, defend, and hold harmless Trumpia, its agents, partners, technology suppliers, employees, management, board members, investors, volunteers, and 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 from any agreement or relationship with Trumpia.

If you are registering contact information on an online sign-up page powered by Trumpia:

This online sign-up page is powered by [Trumpia](#).

By signing up on this online sign-up page, you (the “subscriber”) are subscribing to the distribution list(s) managed by the Trumpia user. By subscribing, you are giving explicit permission for this user to send you messages via Trumpia service.

To begin receiving messages from this subscription, each form of contact information that you have provided must be verified by you. If your contact information is not verified, you will not receive messages from this subscription.

Receiving mobile text messages from this user via Trumpia is completely FREE of charge. However, standard text messaging rates from your wireless carrier still apply.

NOTE: The Trumpia service is not intended for children under 13, and Trumpia does not knowingly collect information from children under the age of 13. Some Trumpia users may classify and rate their message content for recipients who are 21 years of age or older. Please observe content rating for intended audience before you sign up for any distribution list or mobile keyword.

Information Collection and Your Privacy

Your contact information is collected by the Trumpia user on an opt-in basis in two ways:

- Trumpia users can collect your first name, last name, phone number, email address, and other custom data when you willingly subscribe to the Trumpia user’s online sign-up page (“OSP”).
- Trumpia user can also collect your mobile number when you text the Trumpia user’s mobile keyword to Trumpia’s short code. Certain SMS text features enable the collection of name, email address, or other customized information by asking you to reply via SMS texts with specific information.

NOTE: Message and data rates may apply.

Process to Unsubscribe From Trumpia

You have the ability to unsubscribe or change your personal subscription settings at any time.

To unsubscribe for:

- **Email:** Click the ‘Unsubscribe’ link located at the bottom of each email. ‘Block’ link removes your contact information and additionally prevents the same list from adding you again.
- **Mobile Text from Short Code:** Text STOP to the number that you do not wish to receive messages from. If you

wish to re-optin, simply text the keyword again to the short code. Message and data rates may apply.

- **Mobile Text from Toll Free Numbers:** Text STOP to the number that you do not wish to receive messages from. If you wish to re-optin, text "UNSTOP" first, followed by the keyword to the toll free number.
- **Voice Broadcasts:** Follow the voice instruction/prompt when you receive a broadcast call. Press 7 to unsubscribe from voice broadcast messages.

You may also call the Trumpia Unsubscribe Hotline at 1-866-866-0009 to unsubscribe at any time.

If you believe that your contact information was collected by a Trumpia user without your consent and would like to report spam, please [click here](#) or call 1-866-866-0009. When reporting the offending organization, please include the contact address or number that sent you the spam, the username of the sender, and the message or first few sentences of the message that you consider spam. Trumpia has a no tolerance [spam policy](#).

Your Privacy

Trumpia DOES NOT share your name or any contact information (including names, email and telephone number) with others except for the very owners of the online sign-up pages or the mobile keywords through which you volunteered your information. You have given them ("Trumpia users") explicit permission to send messages to your contact information when you signed up. If the Trumpia user added or imported your information without your permission, you can block the user from adding or importing it again. If this happened, please report the Trumpia user by calling 1-866-866-0009. Trumpia believes in a spam-free communication environment.

If you would like to change permission to share, click on "Unsubscribe" link at the bottom of any email message you receive via Trumpia service. Change your privacy settings by unchecking "Allow access to my contact information."

Trumpia may use or disclose information about you, including your personal information, under the following circumstances:

- To provide you with products and services you request.
- To anticipate and resolve problems and conflicts with our products and services.
- For verification and authentication purposes in regards to requests or changes of any personal information or data related.
- For other purposes communicated to you at the time you provide or authorize the use of your information.
- To enforce our Terms of Use and Privacy Policy or other legal agreements.
- To outsource any of the tasks referenced in this Terms of Use and Privacy Policy, such as customer service.
- In response to a subpoena, court order, or other legal process.
- To establish or exercise our legal rights or defend against legal claims.

- To share with a company controlled by, or under common control with Trumpia for any purpose permitted by our Terms of Use and Privacy Policy.
- When Trumpia believes such use or disclosure is (a) necessary in order to investigate, prevent, or take action regarding suspected illegal activities, fraud, or situations involving potential threats to the physical safety of any person, or (b) required by law.
- In the event of a merger, acquisition, consolidation, divestiture, or bankruptcy of Trumpia.

When a Trumpia user sends you messages, the message may include a web beacon to determine the number of people who open them. When you click on a link, Trumpia or its user may record this individual response to customize special offerings to you. Web beacons collect only limited information, such as a cookie identifier, time and date of a page being viewed, and a description of the page on which the web beacon resides (the URL). Web beacons can be refused. If you do not wish to receive web beacons via email, you will need to disable HTML images or refuse HTML (select Text only) emails via your email software.

Our postal address is:

DoCircle, Inc. (a California corporation with a DBA of Trumpia in Anaheim, CA)
Trumpia, 2544 W. Woodland Drive, Anaheim, CA 92801.
Our contact information is +1 888-707-3030 or Support@trumpia.com

Last Updated August 11, 2008

If you received a message delivered by Trumpia:

Trumpia offers services enabling its users to send messages via multiple modes of communications - mobile text, email and recorded voice message. This privacy policy is for those who received a message from a Trumpia user. Trumpia is dedicated to protecting personal information and will make every reasonable effort to handle collected information appropriately. All collected information will be handled as carefully, securely and efficiently as possible.

If you believe you have received unwanted, unsolicited messages from the Trumpia system, please forward a copy of that email with your comments to Support@Trumpia.com, and Trumpia will take an appropriate action. If you received an unwanted text message, or voice call, please call the Trumpia Unsubscribe Hotline at 1-866-866-0009 or read more detailed instructions below.

Information Collection

Your contact information (belonging to you, the subscriber) is collected by a Trumpia user on an opt-in basis and can be collected in different ways:

- Trumpia users can collect your first name, last name, phone number, email address, and other custom data when you willingly subscribe to the Trumpia user's online sign-up page ("OSP").
- Trumpia user can also collect your mobile number when you text the Trumpia user's mobile keyword to Trumpia's short code. Certain SMS text features enable the collection of name, email address, or other customized information by asking you to reply via SMS texts with specific information.
NOTE: Message and data rates may apply.
- Trumpia user may have previously collected your contact information on an opt-in basis outside of the Trumpia system. The user states that your contact information was collected with your permission and you have consented to receive messages from the user.

Process to Unsubscribe From Trumpia

All subscribers have the ability to unsubscribe or change their personal subscription settings at any time. To unsubscribe for:

- **Email:** Click the 'Unsubscribe' link located at the bottom of each email. 'Block' link removes your contact information and additionally prevents the same list from adding you again.
- **Mobile Text from Short Code:** Text STOP to the number that you do not wish to receive messages from. If you wish to re-optin, simply text the keyword again to the short code. Message and data rates may apply.
- **Mobile Text from Toll Free Numbers:** Text STOP to the number that you do not wish to receive messages from. If you wish to re-optin, text "UNSTOP" first, followed by the keyword to the toll free number.
- **Voice Broadcasts:** Follow the voice instruction/prompt when you receive a broadcast call, asking you to press 7 to unsubscribe from voice broadcast messages.

You may also call the Trumpia Unsubscribe Hotline at 1-866-866-0009 to unsubscribe at any time.

If you believe that your contact information was collected by a Trumpia user without your consent and would like to report spam, please [click here](#) or call 1-866-866-0009. When reporting the offending organization, please include the contact address or number that sent you the spam, the username of the sender, and the message or first few sentences of the message that you consider spam. Trumpia has a no tolerance [spam policy](#).

NOTE: The Trumpia service is not intended for children under 13, and Trumpia does not knowingly collect information from children under the age of 13. Some Trumpia users may classify and rate their message content for recipients who are 21 years of age or older. Please observe content rating for intended audience before you sign up for any distribution list or mobile keyword.

Your Privacy

Trumpia DOES NOT and IS PROHIBITED to share your name or any contact information (including names, email,

and telephone number) with others except for the very owners of the Online Sign-up pages or the mobile keywords through which you volunteered your information. You have given them (“Trumpia users”) explicit permission to send messages to your contact information when you signed up. If the Trumpia user added or imported your information without your permission, you can block the user from adding or importing it again. If this happened, please report the Trumpia user by calling 1-866-866-0009. Trumpia believes in a spam-free communication environment.

Trumpia may use or disclose information about you, including your personal information, under the following circumstances:

- To provide you with products and services you request.
- To anticipate and resolve problems and conflicts with our products and services.
- For verification and authentication purposes in regards to requests or changes of any personal information or data related.
- For other purposes communicated to you at the time you provide or authorize the use of your information.
- To enforce our Terms of Use and Privacy Policy or other legal agreements.
- To outsource any of the tasks referenced in this Terms of Use and Privacy Policy, such as customer service.
- In response to a subpoena, court order, or other legal process.
- To establish or exercise our legal rights or defend against legal claims.
- To share with a company controlled by, or under common control with Trumpia for any purpose permitted by our Terms of Use and Privacy Policy.
- When Trumpia believes such use or disclosure is (a) necessary in order to investigate, prevent, or take action regarding suspected illegal activities, fraud, or situations involving potential threats to the physical safety of any person, or (b) required by law.
- In the event of a merger, acquisition, consolidation, divestiture, or bankruptcy of Trumpia.

When a Trumpia user sends you messages, the message may include a web beacon to determine the number of people who open them. When you click on a link, Trumpia or its user may record this individual response to customize special offerings to you. Web beacons collect only limited information, such as a cookie identifier, time and date of a page being viewed, and a description of the page on which the web beacon resides (the URL). Web beacons can be refused. If you do not wish to receive web beacons via email, you will need to disable HTML images or refuse HTML (select Text only) emails via your email software.

Our postal address is:

DoCircle, Inc. (a California corporation with a DBA of Trumpia in Anaheim, CA)
Trumpia, 2544 W. Woodland Drive, Anaheim, CA 92801.
Our contact information is +1 888-707-3030 or Support@trumpia.com

If you are or trying to become a Trumpia user so that you can send messages to your subscribers:

Trumpia reserves the right, in its sole discretion, to modify or change this Privacy Policy at any time with or without prior notice to you. You must review the current Privacy Policy on a regular basis. Your continued use of the Trumpia service following any changes to the Privacy Policy constitutes your full acceptance of those changes. If you have any questions, concerns, or comments about this Privacy Policy, please email us at Support@trumpia.com.

Information Collection / Opt-Out

Trumpia provides you (the Trumpia customer) the tools and resources to collect your subscribers' contact information on an opt-in basis. Subscribers, on the other hand, have the ability to opt out of your distribution lists easily and at any time. Subscribers can grant or revoke your ability to view and export their contact information by logging into the Subscription Management and unchecking the box labeled: "Allow access to my contact information."

Online Sign-up

Trumpia allows you to collect email addresses, phone numbers, and other custom data when subscribers opt in to join your distribution list(s) via an online sign-up page powered by Trumpia. When joining a distribution list, we will ask subscribers for personal information such as their name, phone number, and email address. The information they provide and the information Trumpia obtains about them may be used to:

- Provide subscribers with products and services they request.
- To anticipate and resolve problems and conflicts with our products and services.
- For verification and authentication purposes in regards to requests or changes of any personal information or data related.
- For other purposes communicated to them at the time they provide or authorize the use of their information.

All subscribers have the ability to unsubscribe or change their personal subscription settings at any time. You should allow and inform your subscribers to unsubscribe by:

- **Email:** Click the 'Unsubscribe' link located at the bottom of each email.
- **Mobile Text from Short Code:** Text STOP to the number that you do not wish to receive messages from. If you wish to re-optin, simply text the keyword again to the short code. Message and data rates may apply.
- **Mobile Text from Toll Free Numbers:** Text STOP to the number that you do not wish to receive messages from. If you wish to re-optin, text "UNSTOP" first, followed by the keyword to the toll free number.

- **Voice Broadcasts:** Follow the prompt, asking them to press 7 to unsubscribe from voice broadcast messages.

Ultimately, as the sender of messages, you are legally responsible to follow regulations such as TCPA and CTIA. This includes providing: (a) unsubscribe options and instructions (b) message frequency (c) campaign description and (d) “message and data rates may apply” disclosures on marketing materials, company website, sign up forms and any other collateral promoting your messaging campaign. Trumpia can assist you in what options are most effective. However, because each customer’s use case varies, it is up to you to make sure that every subscriber is fully informed on how to unsubscribe and that the subscriber is removed from your messaging campaign upon their request.

Your subscribers may also call the Trumpia Unsubscribe Hotline at 1-866-866-0009 to unsubscribe at any time.

Importing Contact Information

You agree to import, add, edit, access or otherwise use only lists for which all listed parties have opted in to receive correspondence from you (“Permission-Based Lists”) in connection with your use of the service. You hereby covenant that you shall not use any other lists in connection with your use of the service. In the event that you import or add a subscriber with phone numbers, you must be able to provide tangible proof upon request that the subscriber being imported or added has given prior express written consent to be added to your lists and to receive solicitation messages from you. Written consent may be granted when a subscriber is clearly and fully notified of the collection of their contact information and agrees in writing that he or she may be contacted through their collected contact information. Prior express written consent can be obtained in hand written form or via email, website form, text message, or other methods in compliance with the E-SIGN Act. You will have to obtain prior express written consent from the recipient of your solicitation messages, even if you previously had a business relationship with the recipient. In addition, TCPA has revised a rule regarding text or voice solicitation messages. [Click here for more information.](#)

You should not assume a preexisting relationship to be a substitute for explicit permission to import corresponding contact information into Trumpia system. Nor should you send messages without explicit permission. For example, if your customer disclosed a mobile number in a normal course of business but did not specifically express permission to receive your message, you cannot send messages to the number. If it is discovered that you have been delivering any type of message to recipients who have not granted you permission, you will be held fully accountable for your actions and are subject to any and all legal actions that result from such violations including class action suits whether you use our standard user interface or API.

Mobile Keyword

In addition to Online Sign-up pages, you can also collect mobile phone numbers when subscribers text your mobile keyword (that you create) to Trumpia’s shared short code. By texting your mobile keyword, subscribers are opting in their mobiles phone numbers to join your distribution list(s). Also, when subscribers text in your mobile keyword, they are giving prior express written consent so you can view and access their mobile numbers.

This allows you to send solicitation messages to the subscribers. Subscribers can remove their mobile phone numbers from your database at any time by replying to any text message they receive from Trumpia with "STOP". They can also change permission for you to view (or export) their contact information by unchecking "Allow access to my contact information." box while they are signed into the Subscription Management page.

Sharing and Usage / Exporting

Trumpia does not share, sell, or rent any contact information with any party. You are not allowed to share your subscribers' contact info with any third party for any reason. However, Trumpia may use or disclose information, including your personal information and your subscribers' contact information, under the following very limited circumstances:

- To provide you with products and services requested by you or your subscribers.
- To anticipate and resolve problems and conflicts with our products and services.
- For verification and authentication purposes in regards to requests or changes of any personal information or data related.
- For other purposes communicated to you at the time you provide or authorize the use of your information.
- To enforce our or your Terms of Use and Privacy Policy or other legal agreements.
- To outsource any of the tasks referenced in our Terms of Use and Privacy Policy, such as customer service.
- In response to a subpoena, court order, or other legal process.
- To establish or exercise our legal rights or defend against legal claims.
- To share with a company controlled by, or under common control with Trumpia for any purpose permitted by our Terms of Use or Privacy Policy.
- When Trumpia believes such use or disclosure is (a) necessary in order to investigate, prevent, or take action regarding suspected illegal activities, fraud, or situations involving potential threats to the physical safety of any person, or (b) required by law.
- In the event of a merger, acquisition, consolidation, divestiture, or bankruptcy of Trumpia.

NOTE: The Trumpia service is not intended for children under 13, and Trumpia does not knowingly collect information from children under the age of 13.

Last Updated September 04, 2018