

## Messaging and Telephone Compliance Policy and Indemnification Agreement

This Messaging and Telephone Compliance Policy and Indemnification Agreement (the "Agreement") is presented by BizPower360 (hereinafter referred to as the "Service Provider"). By using BizPower360's services provided through its BuzzON platform, including outbound messaging and lead generation tools, the client (hereinafter referred to as the "Customer") agrees to comply with the obligations, safeguards, and conditions outlined in this Agreement. Agreement to these terms is indicated by checking the acknowledgment box at the end of this document.

### 1. Overview

BizPower360 provides advanced messaging and lead generation services designed to assist businesses in reaching their prospects effectively and in full compliance with applicable laws and regulations. The Service Provider ensures compliance with suppression policies, opt-out handling, and consumer protection laws, including the Telephone Consumer Protection Act (TCPA).

The TCPA governs telemarketing practices in the United States and establishes rules for contacting consumers via telephone, text messaging, and fax. BizPower360 is committed to ensuring its Customers comply with these regulations to avoid legal violations and penalties.

### 2. Key Compliance Measures

#### 2.1. Service Provider's Responsibilities

##### 2.1.1. Opt-In Lists:

BizPower360 ensures that all messaging campaigns are initiated using fresh, opted-in contact lists verified for accuracy, as required under TCPA guidelines.

##### 2.1.2. Do-Not-Call (DNC) Registry Compliance:

Contact numbers are verified against the national Do-Not-Call (DNC) registry before initiating any messaging campaigns, in compliance with TCPA requirements.

##### 2.1.3. STOP Message Filters:

The Service Provider's software is equipped with automated filters to detect and immediately suppress contacts that reply with "STOP" or similar opt-out requests, as mandated by the TCPA.

#### 2.1.4. Manual Suppression Tools:

BizPower360 provides manual suppression tools, enabling Customers to remove any contact from messaging lists at their discretion.

#### 2.1.5. Initial Outreach Responsibility:

The Service Provider assumes full responsibility for initiating the first contact with prospects. Customers are prohibited from engaging in the initial outreach phase.

### 2.2. Customer Responsibilities

#### 2.2.1. Suppression List Management:

Customers must ensure that all opt-out requests which pass through BizPower360's BuzzON system filters, including responses with "STOP" or similar phrases, are promptly added to the suppression list using BizPower360's tools, as required by the TCPA.

#### 2.2.2. Monitoring Responses:

Customers must actively monitor responses from prospects and promptly address any indication of a desire not to be contacted, ensuring compliance with TCPA standards.

#### 2.2.3. Proper Use of Software Tools:

Customers are required to utilize BizPower360's software as directed, including automated and manual suppression functionalities.

#### 2.2.4. Adherence to Applicable Laws:

Customers are obligated to comply with all applicable laws, including the TCPA, which governs telemarketing and consumer privacy.

### 3. Compliance with TCPA Regulations

3.1. The Telephone Consumer Protection Act (TCPA) establishes the following key principles that BizPower360 and its Customers must adhere to:

#### 3.1.1. Consent Requirements:

Businesses must obtain prior express written consent before sending text messages or making calls using an automatic telephone dialing system (ATDS) to consumers.

#### 3.1.2. Do-Not-Call (DNC) Protections:

Businesses are prohibited from contacting numbers listed on the national Do-Not-Call registry unless explicit consent has been granted.

#### 3.1.3. Opt-Out Mechanisms:

Businesses must provide clear and accessible opt-out mechanisms (e.g., the ability to reply "STOP" to text messages). Any opt-out requests must be honored promptly.

#### 3.1.4. Prohibition of Robocalls Without Consent:

The TCPA prohibits businesses from using prerecorded messages or autodialing systems to call or text consumers without prior express consent.

#### 3.2. Penalties for Non-Compliance:

Violations of the TCPA can result in penalties ranging from \$500 to \$1,500 per violation, depending on the severity and willfulness of the violation.

#### 3.3. BizPower360's Commitment to TCPA Compliance

3.3.1. All contact lists are verified to ensure they meet opt-in and consent requirements.

3.3.2. Software tools include suppression filters and tracking mechanisms to facilitate compliance.

3.3.3. Customers are provided with training and resources to understand their responsibilities under the TCPA.

3.3.4. Customer Responsibilities Under the TCPA

3.3.5. Ensure all messaging campaigns meet the requirements for prior express written consent.

3.3.6. Maintain updated suppression lists to avoid contacting individuals who have opted out.

3.3.7. Avoid misuse of BizPower360's tools in a manner that violates the TCPA.

#### 4. Indemnification Guarantee

##### 4.1. Scope of Indemnification:

BizPower360 agrees to indemnify, defend, and hold harmless its Customers from and against any claims, damages, liabilities, costs, and expenses (including reasonable attorney fees) arising from:

##### 4.2. Alleged violations of Do-Not-Call registry compliance:

Failures of BizPower360's software to suppress opt-out requests, provided the Customer adhered to the software usage instructions.

##### 4.3. Conditions of Indemnification. Indemnification is contingent upon:

###### 4.3.1. Compliance with Suppression Policy:

Customers must promptly update suppression lists with opt-out requests using the Service Provider's tools.

###### 4.3.2. Proper Use of Tools:

Customers must adhere to all software usage instructions provided by BizPower360.

###### 4.3.3. Timely Notification:

Customers must notify BizPower360 immediately upon receiving any claim or legal notice related to the use of BizPower360's services.

#### 4.3.4. Non-Negligence:

Indemnification does not cover claims arising from Customer negligence, misuse of software, or failure to comply with applicable laws, including the TCPA.

### 5. Training and Support

BizPower360 offers the following to assist Customers in meeting compliance obligations:

#### 5.1. Comprehensive Training:

Tutorials and training sessions on software functionality, including suppression list management.

#### 5.2. Customer Support:

Technical support to address software functionality issues or questions related to compliance.

#### 5.3. Compliance Resources:

Access to educational materials and updates to ensure Customers are aware of and compliant with current legal requirements, including the TCPA.

### 6. Enforcement and Termination

#### 6.1. Suspension of Services:

BizPower360 reserves the right to suspend services if the Customer is found to be in violation of this Agreement or the TCPA.

#### 6.2. Termination of Agreement:

Repeated non-compliance or failure to address violations may result in termination of services and the Customer's account.

### 7. Acceptance of Agreement

By checking the acknowledgment box below, the Customer confirms that they have read, understood, and agreed to comply with the terms of this Messaging Compliance Policy and Indemnification Agreement, including adherence to all TCPA regulations.

### 8. Contact Information

For any questions, concerns, or assistance regarding this Agreement or BizPower360's services, please contact:

BizPower360

501 Union St. Suite 700B, Nashville, TN 37219

(877) 659-7505

compliance@bizpower360.com

#### Acknowledgment

I agree to the terms outlined in the Messaging Compliance Policy and Indemnification Agreement, including compliance with TCPA regulations.

#### Explicit Disclaimer of Liability:

BizPower360 does not guarantee full compliance with the TCPA or any other applicable laws if customers fail to adhere to the usage guidelines, monitoring requirements, or suppression policies as outlined in this Agreement.

#### Recordkeeping Requirements:

The Customer agrees to comply with the Terms and Conditions for BizPower360's BuzzOn system and to comply with the record keeping requirements of the system to retain records of contact lists, opt-in consents, opt-out requests, and suppression actions for a minimum of three years to comply with applicable laws and facilitate resolution of any disputes.

#### Audit Rights:

BizPower360 reserves the right to audit the Customer's use of its tools and practices to ensure compliance with this Agreement and applicable laws, upon reasonable notice.

#### Definitions:

- Opt-In: Prior express written consent obtained from a consumer before initiating contact.
- Opt-Out: A consumer's request to stop receiving communications.
- DNC Registry: The national Do-Not-Call registry.
- Suppression List: A list of contacts that have opted out or must not be contacted.

#### Governing Law and Jurisdiction:

This Agreement shall be governed by the laws of the State of Tennessee. Any disputes arising under this Agreement shall be resolved through arbitration. All arbitration proceedings will be held in the State of Tennessee and governed by Tennessee law.

#### Limitation of Indemnification:

BizPower360's indemnification obligations do not extend to claims resulting from the Customer's gross negligence, willful misconduct, or failure to comply with applicable laws.