

Communications Terms

EFFECTIVE DATE	LAST UPDATED
July 23, 2026	July 23, 2026

These Communications Terms apply to calling, messaging, email, recording, transcription, number provisioning, sender authentication, and related features.

1 1. Customer Is the Sender

Customer is the initiator and sender of communications transmitted through its account. CapConnect provides technology and, where purchased, operational support. Customer is responsible for its campaigns, recipients, scripts, content, timing, frequency, offers, and consent records.

2 2. Compliance Obligations

Customer must comply with all applicable telecommunications, telemarketing, privacy, recording, email, consumer-protection, advertising, and industry laws and rules, including those governing:

- consent and prior express written consent where required;
- do-not-call and suppression lists;
- opt-out instructions and processing;
- caller identification and sender identity;
- calling hours and frequency;
- automated or prerecorded calls;
- text-message registration and carrier rules;
- commercial email identification and unsubscribe requirements;
- recording and transcription consent;
- lead-source and data-broker restrictions; and
- state-specific requirements.

CapConnect does not provide legal advice or certify that a campaign is compliant.

3 3. Consent Records

Customer must maintain evidence of consent and lawful basis sufficient for the communication type and jurisdiction. Upon reasonable request, Customer will provide records to CapConnect, a carrier, provider, regulator, or other authorized party.

Customer warrants that each communication list, phone number, email address, LinkedIn contact, data source, and recipient set used with the Services has a lawful basis for the intended outreach. CapConnect may request consent records, lead-source documentation, suppression records, do-not-call screening records, sender registration details, scripts, templates, and campaign materials to verify compliance.

4 4. Opt-Outs and Suppression

Customer must honor opt-outs promptly and may not remove or bypass suppression records without a documented lawful reason. CapConnect may automatically process common opt-out responses or block recipients, but Customer remains responsible for compliance.

5 5. Recording and Transcription

Customer must configure recording and transcription in accordance with all-party or one-party consent requirements, employee policies, customer notices, and sector-specific rules. Customer is responsible for disclosures at the start of a call and for disabling recording where consent is not obtained.

6 6. Numbers, Domains, and Sender Identities

Phone numbers, domains, inboxes, short codes, toll-free registrations, branded caller ID, and sender identities may be provisioned through third parties. Unless an Order Form expressly states otherwise:

- numbers and sender identities are licensed, not sold;
- availability and portability are not guaranteed;
- providers may reclaim or suspend resources;
- Customer must keep registration information accurate;
- Customer may not spoof, misrepresent, or share identities; and
- fees may continue while resources remain assigned.

7 7. Deliverability and Filtering

Carriers, mailbox providers, spam filters, platforms, and recipients independently determine delivery, blocking, placement, reputation, and response. CapConnect does not guarantee delivery, inbox placement, connection rates, caller reputation, registration approval, or uninterrupted availability.

8 8. Usage Charges

Customer is responsible for per-minute, per-message, registration, carrier, number, domain, email, storage, transcription, model, and other usage charges stated in the Order Form or pricing schedule. Third-party rate changes may be passed through upon notice.

9 9. Provider Enforcement

CapConnect may block messages, pause campaigns, suspend numbers or domains, require registration, limit volume, or terminate communications access to address complaints, provider requirements, unlawful activity, or material deliverability risk.

CapConnect may take these actions immediately, without prior notice, without liability, and without refund or credit, where CapConnect reasonably believes Customer activity may involve do-not-call violations, prohibited prerecorded or artificial voice messages, caller-ID spoofing, unlawful consent practices, provider enforcement risk, elevated complaint risk, or other legal, carrier, platform, deliverability, or reputational risk.

10 10. Emergency Services

The Services are not a substitute for traditional telephone service and may not support emergency calling. Customer must not use the Services to contact emergency numbers except through a feature expressly authorized for that purpose.

11 11. Customer Indemnity

Customer's indemnity under the Agreement includes claims, fines, penalties, carrier charges, investigations, and demands arising from Customer communications, lists, consent, content, recording, or failure to honor opt-outs.

Questions about this document may be sent to legal@capconnectsolutions.com.