

Terms and Conditions

Effective Date: 2/4/2025

Welcome to El Dorado Holdings. These Terms and Conditions (“Terms”) govern the use of our messaging and communication services, including compliance with The Campaign Registry (TCR) requirements.

By using our services, you (“User”, “Client”) agree to these Terms. If you do not agree, you must discontinue use immediately.

"El Dorado Holdings operates an SMS campaign that sends opted-in subscribers' messages about El Dorado Holdings. Messaging frequency varies. Message and data rates apply. To unsubscribe, reply STOP. For more info, reply HELP, or contact ****kmickalonis@edhi.net.****"

1. Definitions

- **The Campaign Registry (TCR):** A third-party entity that manages 10DLC messaging campaigns in compliance with U.S. carrier regulations.
- **10DLC:** A messaging system for business SMS/MMS on standard 10-digit long codes.
- **A2P Messaging:** Application-to-Person messaging, used for business communication.

2. Service Usage and Compliance

2.1 Registration Requirements

- Users sending A2P messaging over 10DLC must register their campaigns with TCR.
- Users must provide accurate brand and campaign details, including message samples and use cases.
- Failure to register may result in blocked or limited message delivery.

2.2 Content Compliance

- All messaging must comply with TCPA (Telephone Consumer Protection Act), CTIA (Cellular Telecommunications Industry Association) guidelines, and carrier policies.
- Prohibited content includes spam, phishing, fraud, hate speech, illegal substances, and misleading advertising.
- Users must maintain opt-in and opt-out compliance, allowing recipients to unsubscribe at any time.

2.3 Opt-in and Opt-out Procedures

- Clients must ensure that all recipients have explicitly opted into receiving messages.
- Users must support standard opt-out keywords (e.g., “STOP”, “UNSUBSCRIBE”) to cease further messages.
- Opt-in records must be maintained as proof of consent.

2.4 Message Filtering and Restrictions

- Messages may be subject to filtering by carriers to ensure compliance with TCR and industry standards.
- The Company is not liable for delays or message blocking due to carrier filtering.

3. Fees and Billing

- Registration and compliance fees may be charged for TCR registration and carrier processing.
- Users are responsible for all applicable messaging fees, including per-message costs and surcharge fees imposed by carriers.
- Non-payment may result in service suspension.

4. User Responsibilities

- Users must ensure their campaigns remain compliant with TCR guidelines.
- Users shall not engage in deceptive or misleading messaging practices.

- The Company reserves the right to suspend or terminate services for non-compliance.

5. Liability and Indemnification

- The Company is not responsible for regulatory penalties due to a User's non-compliance.
- Users agree to indemnify and hold the Company harmless from any claims, damages, or fines resulting from violations.
- The Company does not guarantee message delivery due to potential carrier filtering.

6. Privacy and Data Protection

- The Company follows industry-standard security practices to protect messaging data.
- Users must handle recipient data securely and comply with applicable privacy laws.

7. Modifications and Termination

- We reserve the right to modify these Terms at any time.
- Continued use after modifications constitutes acceptance of the new Terms.
- Users may terminate services by notifying us in writing.