



Acceptable Use and SMS Messaging Terms and Conditions

Effective Date: June 12, 2026

Last Updated: July 2, 2026

Purpose and Applicability

These Acceptable Use and SMS Messaging Terms and Conditions (the "Policy") govern use of Nocona Automated Solutions LLC's automated communication, call-handling, scheduling, transcription, artificial intelligence, calendar, and SMS messaging services (collectively, the "Services"). This Policy applies to each business customer, its owners, employees, agents, contractors, administrators, and any person or entity that accesses or uses the Services through that customer (collectively, "Client").

This Policy is incorporated into and forms part of any proposal, order form, master services agreement, online terms, or other agreement between Nocona Automated Solutions LLC ("Nocona," "Provider," "we," "us," or "our") and Client. If Client enables, requests, or uses messaging or voice functionality, Client also agrees to the messaging, consent, and telecommunications controls described below.

Nocona provides a configurable software platform. Client remains responsible for the accuracy, legality, and appropriateness of the business information, services, scheduling rules, agent rules, greetings, intake questions, customer communications, and other configuration materials that Client enters, approves, or directs Nocona to use.

General Acceptable Use

Client may use the Services only for lawful, truthful, business-related appointment scheduling, customer intake, operational communications, and related customer-support purposes. Client may not use the Services to:

- Send unlawful, harmful, abusive, harassing, threatening, deceptive, misleading, fraudulent, defamatory, obscene, or invasive communications.
- Engage in spam, unsolicited messaging, cold outreach, purchased-list outreach, lead generation, mass marketing, or other communications that lack legally sufficient consent.
- Misrepresent Client's identity, Nocona's identity, the identity of the calling or texting business, the purpose of a call or text, or the nature of the goods or services being offered.
- Use the Services to impersonate any person, government agency, public safety entity, healthcare provider, legal provider, financial institution, insurer, or other regulated professional unless Client is lawfully authorized and the use is expressly approved in writing by Nocona.



- Upload, configure, request, or cause the Services to process content that violates applicable law, third-party rights, telecommunications rules, carrier requirements, platform policies, or this Policy.
- Attempt to bypass opt-out controls, suppression lists, carrier filters, rate limits, access controls, safety controls, audit logging, or security features.
- Interfere with, reverse engineer, overload, scrape, probe, test without authorization, or otherwise misuse the Services or any third-party systems connected to the Services.
- Use the Services to make emergency calls, dispatch public safety assistance, triage medical emergencies, provide legal advice, provide medical advice, or make decisions that require a licensed professional.

Nocona may suspend, restrict, throttle, disable, or terminate access to any portion of the Services immediately if Nocona determines that use may violate this Policy, creates legal or compliance risk, causes or may cause carrier rejection or message blocking, threatens platform integrity, or exposes Nocona, Client, end customers, carriers, or vendors to harm.

Business Configuration, Agent Rules, and Customer-Facing Content

The Services allow Client to configure business hours, company name, company description, address, services, service descriptions, scheduling rules, custom intake questions, agent greetings, agent rules, appointment logic, and other customer-facing behavior. Client is solely responsible for ensuring those configurations are accurate, complete, lawful, non-deceptive, and consistent with Client's actual business operations.

Client must not configure the Services to promise availability, pricing, discounts, warranties, emergency response, licensed professional advice, guaranteed service outcomes, or work that Client cannot lawfully and operationally provide. Client must promptly update the Services when business hours, addresses, service eligibility, appointment windows, accepted jobs, staffing, or other operational facts change.

Nocona may provide implementation assistance, templates, sample wording, or configuration recommendations. Such assistance does not transfer responsibility for Client's business content, customer representations, compliance obligations, or operational readiness from Client to Nocona.

Call Processing, Transcription, and AI Use

The platform processes live telephone communications using cloud telephony providers and artificial intelligence systems. During active calls, the Services may transmit audio, generate real-time transcripts, analyze caller responses, collect structured intake information, check scheduling rules, prepare appointment records, generate call summaries, populate messages, and produce automated spoken or written responses.

AI-generated outputs may be incomplete, inaccurate, delayed, misheard, mistranscribed, context-dependent, or affected by noise, accents, latency, caller behavior, incomplete configuration, third-



party service limits, or model behavior. Client agrees that AI outputs are automated operational aids, not legal, medical, financial, engineering, safety, emergency, or professional advice.

Client must maintain appropriate human review, operational supervision, and escalation procedures for appointment records, call summaries, messages, intake answers, scheduling decisions, customer disputes, unusual requests, safety-sensitive communications, and any communication that may affect customer rights, obligations, payments, deadlines, property, or safety.

Unless otherwise stated in a signed order or product setting, Nocona does not intentionally store call audio in its primary application database. Call transcripts, call summaries, structured intake records, call metadata, appointment records, SMS records, and message records may be stored as necessary to deliver, support, secure, audit, and improve the Services. Third-party telephony, AI, and infrastructure providers may process and retain data according to their own terms and technical requirements.

Messaging and SMS Usage

Nocona's SMS functionality is limited to transactional appointment-related communications. Permitted SMS messages include appointment confirmations, appointment date and time, business or shop name, business or shop address, requested service, short call or appointment summary, one appointment reminder approximately 12 hours before the appointment, replies to customer-initiated requests to change appointment details, replies to customer-initiated requests to cancel an appointment, and replies to customer-initiated appointment status requests.

Nocona may provide SMS through a toll-free number, shared sender, client-specific sender, 10DLC number, short code, or other approved messaging channel, depending on availability, carrier approval, regulatory requirements, and Nocona's implementation plan. Sender assignment is not guaranteed and may be changed, suspended, or disabled if required by Nocona, a carrier, a messaging provider, law, or compliance review.

SMS messaging may not be used for marketing, advertising, promotions, coupons, sales announcements, bulk outreach, purchased lists, cold outreach, affiliate offers, lead generation, political messaging, fundraising, sweepstakes, contests, debt collection, regulated financial offers, cannabis, controlled substances, tobacco, alcohol, firearms, gambling, adult content, hate-related content, or unrelated customer communications.

Client may not instruct callers to text the Nocona sender for purposes outside the approved transactional appointment program. Client may not reuse SMS consent for unrelated messages, future marketing, other clients, third parties, or separate appointment bookings unless a new lawful opt-in is obtained and the messaging program permits such use.

Call and Communication Compliance

The Services are designed to support, but cannot guarantee, compliance with laws and requirements governing telephone communications, artificial or automated voice communications, call recording or transcription disclosure, SMS messaging, privacy, consumer protection, unfair or deceptive practices, data security, and industry or carrier requirements.



Client is responsible for determining whether Client's use of the Services is lawful in each jurisdiction in which Client, its callers, its employees, or its end customers are located or contacted. Client must obtain all required consents, notices, licenses, authorizations, disclosures, and approvals before using the Services.

Where required by law, Client must provide appropriate notice that calls may be handled by an automated assistant, artificial intelligence, third-party service providers, or transcribed systems. Client must not configure the Services to conceal that a caller is interacting with an automated assistant where disclosure is legally required or otherwise necessary to avoid deception.

Opt-In/Opt-Out and Messaging Controls

Nocona Automated Solutions provides SMS messaging only for transactional, appointment-related communications. SMS messaging is not used for marketing, advertising, promotional offers, lead generation, bulk outreach, purchased lists, cold outreach, political messaging, fundraising, or unrelated customer communications.

Nocona Automated Solutions sends SMS messages on behalf of the service-based business using our platform. In all opt-in disclosures and SMS messages, the placeholder "Client Name" is replaced with the actual customer-facing name of the business for which the appointment is being scheduled. For example, if the appointment is with Mike's Auto Body, the message will identify Mike's Auto Body as the business using Nocona Automated Solutions for scheduling-related SMS communications.

SMS opt-in is optional. A customer is not required to opt in to SMS messaging in order to book an appointment. If a customer does not provide clear consent, says "No," hangs up before consenting, or cannot be understood, the customer's mobile number is not enrolled to receive SMS messages for that appointment.

Nocona Automated Solutions communicates with customers via SMS only after the customer has provided consent. SMS messages may include appointment confirmation details such as the business or shop name, appointment address, appointment date, appointment time, requested service, and a short appointment or call summary. Customers may also receive one appointment reminder approximately 12 hours before the appointment, or at the time of booking if the appointment is booked less than 12 hours in advance. Customers may also communicate with the virtual assistant by SMS to request a change, cancellation, or status update for that appointment.

Message frequency may vary depending on the customer's appointment and interactions with our services. A customer will typically receive one appointment confirmation message, one appointment reminder, and any additional messages necessary to respond to customer-initiated appointment changes, cancellations, or status requests. Message and data rates may apply.

Verbal Opt-In Flow

Users opt in to receive SMS communications during an automated phone call with the Nocona Automated Solutions scheduling assistant.

The opt-in flow is as follows:

1. The caller interacts with the automated scheduling assistant to request or book an appointment.



2. If an appointment is successfully booked, the scheduling assistant presents the following verbal opt-in disclosure to the caller:

“State ‘Yes’ if you would like to opt in to receive a confirmation text message from Nocona Automated Solutions. Standard data and messaging rates may apply. Message frequency may vary. Reply STOP to opt out or HELP for help. You can find more information on our privacy policy and terms of use at noconaautomated.com.”

3. If the caller responds “Yes,” the caller’s mobile number is enrolled to receive SMS messages for that appointment as described above.
4. If the caller responds “No,” does not provide a clear affirmative response, hangs up, or cannot be understood, the caller’s mobile number is not enrolled to receive SMS messages for that appointment.

Example Opt-In Disclosure

The following is an example of how the opt-in disclosure may sound during a live scheduling call:

“You’re all set for Tuesday, June 23rd at 2:00 PM. State ‘Yes’ if you would like to opt in to receive a confirmation text message from Nocona Automated Solutions. Standard data and messaging rates may apply. Message frequency may vary. Reply STOP to opt out, or HELP for help. You can find more information on our privacy policy and terms of use at noconaautomated.com.”

If the caller says “Yes,” the scheduling assistant may confirm:

“Great. A confirmation text message will be sent shortly.”

If the caller says “No,” the scheduling assistant may confirm:

“No problem. You’re still booked, and no confirmation text message will be sent.”

Example SMS Message

After a customer opts in, Nocona Automated Solutions may send an appointment-related SMS message similar to the following:

“Nocona Automated Solutions: Your appointment is confirmed for Tuesday, June 23rd at 2:00 PM at 123 Main Street. Reply STOP to opt out or HELP for help. Message and data rates may apply. View privacy policy and terms at noconaautomated.com.”

Actual SMS message content may vary depending on the appointment details, business name, appointment address, requested service, and customer-initiated appointment changes or status requests.

Opt-Out Flow

Recipients may opt out of SMS communications at any time by replying STOP to any SMS message. Once a recipient replies STOP, Nocona Automated Solutions will stop sending SMS messages to that recipient for the applicable appointment-related communication flow, except for any legally required or carrier-required confirmation of the opt-out.

Recipients may request help at any time by replying HELP. Help responses may include basic support information, a description of the messaging program, and contact information for Nocona Automated Solutions.

The opt-out flow is as follows:



1. A customer opts in during the automated scheduling call.
2. The customer receives an appointment-related SMS message.
3. The customer replies STOP.
4. Nocona Automated Solutions processes the opt-out request and stops sending SMS messages to that customer for the applicable appointment-related communication flow.
5. If the customer needs further assistance, the customer may reply HELP or contact Nocona Automated Solutions at support@noconaautomated.com.

Appointment-Specific Consent

SMS consent is appointment specific. A customer's SMS enrollment status does not automatically carry over to future appointments. If the same customer books a new appointment in the future, the customer must be presented with the SMS opt-in disclosure again and must provide clear consent before receiving SMS messages for that new appointment.

No mobile phone numbers, SMS opt-in records, or SMS consent information will be sold, rented, shared, or disclosed to third parties or affiliates for marketing or promotional purposes. SMS consent is used only to provide the requested transactional appointment-related communication service.

Consent Records, Audit Rights, and Cooperation

Client must cooperate with Nocona in documenting, substantiating, and maintaining proof of consent and approved use cases. Nocona may maintain call logs, transcripts, opt-in indicators, opt-out indicators, appointment records, SMS metadata, sender assignment records, configuration history, and related evidence to support compliance, troubleshooting, carrier review, dispute response, and legal defense.

Client must promptly provide accurate business names, trade names, addresses, contact information, privacy notices, terms links, scripts, customer-facing language, and other information reasonably requested for carrier registration, verification, compliance inquiries, audits, investigations, or disputes. Failure to provide accurate information may result in messaging suspension or denial.

Nocona may update opt-in scripts, message templates, sender disclosures, HELP responses, STOP handling, suppression logic, and other compliance controls when reasonably necessary to satisfy laws, carrier requirements, messaging-provider requirements, or internal risk standards.

Message Delivery, Filtering, and No Guarantee

SMS delivery is dependent on carriers, messaging providers, recipient devices, recipient settings, network availability, spam filtering, carrier registration, toll-free verification, message content, opt-out status, and third-party systems outside Nocona's control. Nocona does not guarantee that any call will be answered, any message will be delivered, any appointment will be booked, any reminder will be received, or any customer will respond.

Nocona is not responsible for blocked, delayed, filtered, misrouted, undelivered, duplicated, truncated, or incorrectly interpreted messages; inaccurate caller-provided information; incorrect



phone numbers; customer opt-outs; customer device issues; carrier enforcement; third-party outages; or messaging restrictions triggered by Client's content, configuration, industry, or conduct.

Enforcement

Nocona may, with or without prior notice, take any action Nocona reasonably determines is necessary to protect the Services, customers, end users, carriers, vendors, or Nocona. Enforcement actions may include:

- Suspending or terminating access to all or part of the Services.
- Restricting, disabling, or reviewing messaging, voice, calendar, AI, or integration functionality.
- Refusing to send, blocking, throttling, or filtering communications.
- Removing or disabling access to integrations, accounts, numbers, senders, campaigns, or templates.
- Requiring revised scripts, disclosures, business information, service descriptions, or configuration settings.
- Cooperating with carriers, messaging providers, regulators, law enforcement, or affected parties where legally required or appropriate.

Client remains responsible for all fees, losses, penalties, claims, damages, chargebacks, investigations, enforcement actions, carrier fees, or third-party costs arising from Client's use or misuse of the Services, Client's configuration, Client's communications, or Client's failure to comply with this Policy.

Third-Party Services

The Services rely on third-party providers, including telecommunications, SMS, artificial intelligence, cloud infrastructure, authentication, mapping, calendar, email, and analytics providers. Client's use of the Services must comply with all applicable third-party terms, policies, technical requirements, rate limits, acceptable-use rules, and industry standards. Nocona is not liable for third-party outages, policy changes, enforcement decisions, data handling, model behavior, filtering, rate limits, or feature changes.

Changes to this Policy

Nocona may update this Policy from time to time to reflect changes in the Services, law, carrier requirements, third-party provider requirements, operational practices, or risk controls. Continued use of the Services after an updated Policy is posted or provided constitutes acceptance of the updated Policy.



Contact

Questions regarding this Policy may be directed to: support@noconaautomated.com