

Why Can't I Import Contacts Into Text Marketing?

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Why Does More Than Rewards Not Import SMS Text Marketing Contacts?

While it is technically possible to import a contact list or customer file into your text marketing account, More Than Rewards DOES NOT perform SMS contact imports. This is because Smart Innovations, LLC/More Than Rewards complies with the Telephone Consumer Protection Act (or TCPA), which explicitly prohibits such actions (this includes but is not limited to electronically importing or manually entering phone numbers).

We will never import text marketing lists into our system nor do we allow dealers to import numbers, to the best of our knowledge. Even if you have a relationship with a current or former vendor who claims to have "opt-in" numbers, we recognize these numbers as invalid and will not import any of them into your text marketing system.

Please understand that we take a firm stance to protect all parties; importing text marketing contacts could expose your dealership to customer complaints, litigation, and fines based on TCPA. The only way phone numbers are allowed to be added to a text marketing system are through certain methods such as using your website widget (which requires each customer to "agree to terms"). Customers can also add their numbers by sending a "keyword" to your unique text marketing number, which prompts a "double opt-in" to confirm a customer's intention of joining a marketing list (This keyword method requires the customer to respond back with "Y" or "YES"; customers can easily opt-out of messaging by texting back the word "STOP").

However, if you are manually adding a customer's phone numbers without gaining written customer consent, you are violating the TCPA, and you could be held liable for fines/damages. DO NOT DO THIS, if you enter the customer's phone number on the opt-in form on your website then they will receive a text message asking them if they wish to be opt-in to your program. It DOES NOT opt them in automatically, they still must give consent so if you do this all it does is confuse your customers and put your store at risk since all information including your computer, location, IP, date time and other details are all logged.

The best approach is to follow the rules and ask the customer for their consent by requesting they opt-in themselves either via your website or via custom keywords you can set up.

What is the Telephone Consumer Protection Act?

The TCPA, established in 1991, is a federal law which regulates telephone solicitation in the form of telemarketing calls and text message marketing. This law requires businesses to obtain written consent **BEFORE** contacting consumers. Failure to do so can result in statutory damages ranging from \$500 to \$1500 per message per contact!

You can learn more by visiting these websites:

- <https://www.ftc.gov/tips-advice/business-center/guidance/complying-telemarketing-sales-rule>
- https://en.wikipedia.org/wiki/Telephone_Consumer_Protection_Act_of_1991
- <https://www.bna.com/tcpa-dos-donts-n17179929013>

- <https://thedma.org/resources/compliance-resources/tcpa/telemarketing-safe-harbor-requirements>
- <https://www.natlawreview.com/article/fcc-approves-new-tcpa-rules-telephone-consumer-protection-act>

How Can You Protect Yourself from TCPA Claims?

Even with “safeguards” in place, such as double opt-in mechanisms, disclaimers, user activity logs, terms of use agreements, and other methods, it is still YOUR responsibly to confirm that your store complies with the law. We recommend that you consult legal counsel to ensure that your SMS marketing practices are compliant with applicable law and consistent with industry standards.

Do not assume you are safe from TCPA liability by using a third-party marketer or vendor, including More Than Rewards!

For example, some dealerships will require each customer to sign a physical agreement and provide a photocopy of their driver’s license — these items are kept on file for proof of customer opt-in. Other dealers will consider customers agreeing to the online terms and conditions as proof of opt-in. Ultimately, it’s up to your store’s management on how you wish to administer “opt-ins” along with all marketing tools and programs. Because all laws are open to interpretation, we recommend you seek expert legal advice before starting any kind of text marketing program to confirm your store complies with the TCPA.

Your Dealership Has Indemnified Smart Innovations LLC (More Than Rewards) From Any Third-Party Claims.

As a friendly reminder, your dealer and all its users are bound by our terms of use found [here](#). These terms are also found in your service agreement and attached to all invoices. And we require anyone who logs into our system to agree to the terms of use via <http://login.morethanrewards.com>.

What this means is that your store will assume all risk associated with using our products and services, and you release More Than Rewards from any third-party claims, as detailed in section seven:

You will indemnify and defend us against any third-party claim resulting from a breach of Section 1.2 or 4, or alleging that any of your Content infringes upon any patent or copyright, or violates trade secret or privacy rights of any party or TCPA violations claims of any party, and you agree to pay reasonable attorney’s fees, court costs, damages finally awarded, or reasonable settlement costs with respect to any such claim. We will promptly notify you of any claim and cooperate with you in defending the claim. You will reimburse us for reasonable expenses incurred in providing any cooperation or assistance. You will have full control and authority over the defense and settlement of any claim, except that: (i) any settlement requiring us to admit liability requires prior written consent, not to be unreasonably withheld or delayed, and (ii) we may join in the defense with our own counsel at our own expense.

More Than Rewards has attempted to provide transparency and clarity regarding this matter so you can make an informed decision regarding mass text marketing and how you will comply with the TCPA.

Our terms of service have been published in several areas:

- *Various blogs (such as this one)*

- *Found within your Master Service Agreement*
- *Attached to your monthly invoice*
- *Upon Intranet login – you must agree to terms before using the software*
- *Your website – after entering a phone number into the SMS sign-up widget*
- *Check-in keypads at the point of sale*
- *YouTube videos and various social posts surrounding the TCPA requirements*

Why Is It Important That Your Dealership Understands the TCPA?

Unfortunately, there are some people who make false claims against retailers for profit, and they will use the TCPA's rules to make a quick buck. The scheme starts with a business receiving a letter from a law firm or plaintiff claiming the retailer has violated the TCPA, but they would be willing to "drop the lawsuit" for a specified payout. Most businesses will realize that it's cheaper to pay a settlement instead of meeting them in court because there is always the risk of losing, even if you have done nothing wrong.

This is one reason why More Than Rewards takes these situations very seriously. Our team has spent a lot of time, money, and energy to make sure that all our systems comply with the TCPA; we comply with all consumer protection laws, and we are fully prepared to litigate any person or business who challenges our position. Specifically, we will aggressively challenge anyone who makes false claims that More Than Rewards has violated the TCPA. Our legal teams are well-versed in this area and are prepared to address any legal situations in a court of law.

* This article's does not constitute nor claim to be legal advice. Please consult your legal team for any questions regarding current litigation, the TCPA, or compliance issues.
