

Texting Acceptable Use Policy

By using the Texting Feature (the “**Texting Services**”), additionally to the terms of use available at <https://www.workable.com/terms> you agree and acknowledge to abide by the rules of this Texting Acceptable Use Policy (the “**Policy**”).

Currently, Workable utilizes Twilio for the Texting Services, including any numbers provided by Twilio, which are subject to Twilio’s policies. By using the Texting Services, you agree to [Twilio’s Messaging Policy](#) and [Twilio’s Acceptable Use Policy](#).

For further information, please refer to Twilio’s policies, guidelines, and articles which outline acceptable use of Twilio’s service which can be found here: [Twilio’s US SMS Guidelines](#), [Twilio’s Privacy Notice](#) and help articles: [U.S. Carrier Penalties for Non-Compliant Messaging](#), [Forbidden message categories for SMS and MMS in the US and Canada](#). Additional requirements for specific Services, including any country specific requirements, are set forth at [Twilio’s Service and Country Specific Requirements](#).

1. Anti-spam undertaking

You acknowledge that there are different privacy, consumer protection and anti-spam laws and regulations that might apply in your jurisdiction. You undertake that all messages sent by means of the Texting Feature shall be in compliance with all privacy, consumer protection or anti-spam laws that apply in your jurisdiction. Some examples of Applicable Laws include, without limitation:

- The E.U Directive of Privacy and Electronic Communications;
- The PECR (Privacy and Electronic Communications (EC Directive) Regulations 2003;
- The Telephone Consumer Protection Act of 1991 (TCPA), 47 U.S.C. § 227;
- The National Do-Not-Call Registry established by the Federal Communications Commission, 47 C.F.R. § 64.1200;
- Different State telemarketing and do-not-call laws and regulations that impose additional requirements;
- The Canada Anti-Spam Law(CASL).

You are responsible for ensuring that your use of the Texting Feature does not generate spam or other similar complaints. Workable reserves the right to terminate your access to or use of the Texting Feature if the level of spam or other complaints is higher than industry norms, as determined by Workable in its sole discretion.

2. Prohibited Content

You agree not to use the Texting Services to engage in or encourage any activity that is illegal, deceptive, harmful, a violation of others' rights, or harmful to Workable business operations or reputation. Prohibited activities or content include, without limitation:

- Any activity that is offensive, inappropriate, pornographic, obscene, illegal, or otherwise objectionable to any person or entity;
- Any activity containing or promoting sex, hate, alcohol, firearms, or tobacco;
- Any activity that is, facilitates, or encourages libelous, defamatory, discriminatory, or otherwise malicious or harmful speech or acts to any person or entity, including but not limited to hate speech etc;
- Any activity that infringes the intellectual property rights or other rights of a third party;
- Any activity that is false, misleading, or containing any illegal content or that is otherwise unlawful.

It is your responsibility, and contractual obligation, to ensure that your affiliates, agents, end users comply with the above rules as well.

3. Transparency on messages

You shall represent your organization accurately during the use of the Texting Services and will not impersonate any other person, whether actual or fictitious. You shall at all times appear to be the sender of the messages and you agree that for any text message sent by you using the Texting Services, you will accurately and in a non-deceptive manner identify the sender, the organization and the purpose of the text.

4. Consent

You acknowledge and agree that you should initiate communication via text messages only with candidates who have consented to receive such communications when the applicable law provides for such a requirement in your jurisdiction. There are different scenarios on how consent can be effectively received depending on local law requirements. You should consider which opt-in mechanism is sufficient in your jurisdiction, before using the feature, e.g when the candidate provides the number via the application form, etc. Workable takes no responsibility for any failure from your side to meet such a requirement.

5. Unsubscribe

You agree that you shall not utilize the Texting Services to send any message to any person who has opted out or otherwise objected to receiving such messages from you or another sender on whose behalf they may be acting.

6. Suspension; Fines and Penalties

Workable reserves the right to suspend or terminate Users access to the Texting Services for violations of this Policy in its sole discretion.

Additionally, texting that is non-compliant with U.S. Carriers (e.g., T-Mobile, Verizon, and AT&T) requirements may be subject to Carrier penalties for the offending traffic (with penalties in the U.S. of up to \$10,000 per violation, as assessed by the mobile carrier.) If these penalties are assessed, they will be passed through by Workable to You.

7. Reporting of Violations of this Policy

If You become aware of any violation of this Policy, You will immediately notify us and provide us with assistance, as requested, to stop or remedy the violation. To report any violation of this Policy please contact us at support@workable.com.

8. Disclaimer and Waiver of Liability for Breach of Policy

Workable expressly disclaims all liability with respect to your failure to comply with this Policy, including but not limited to all Applicable Laws referenced in this Policy. You hereby agree to fully, finally, and forever release, discharge, hold harmless, and fully indemnify Workable from and against any damages or liabilities of any kind related to your failure to comply with the terms of this Policy.

9. Changes to the Policy

Workable reserves the right to modify this Policy at any time. Any changes we may make to this Policy in the future will be notified and made available to you using the Website, by updating the “Last Updated” section at the bottom of this page. Your continued use of the Texting Services and shall be deemed your acceptance of the varied Policy.