

ORIGINAL

Before the Federal Communications Commission
Washington, DC 20554

Accepted / Filed

SEP - 3 2015

Federal Communications Commission
Office of the Secretary

In the Matter of)
)
Petition of SUMOTEXT Corporation for)
Expedited Clarification or, in the Alternative,)
Declaratory Ruling)
)
Rules and Regulations Implementing the)
Telephone Consumer Protection Act of 1991)

CG Docket No. 02-278
WC Docket No. 07-135

DOCKET FILE COPY ORIGINAL

**PETITION FOR EXPEDITED CLARIFICATION OR, IN THE ALTERNATIVE,
PETITION FOR DECLARATORY RULING**

SUMOTEXT Corporation ("SUMOTEXT") seeks expedited clarification of the Commission's recent *Declaratory Ruling*¹ issued in the above-captioned dockets, or, in the alternative, requests a Declaratory Ruling confirming that when a company receives a text message from a consumer requesting to receive more than one text message returned to them that a combination of: (1) the company's Call to Action ("CTA") advertisement²; (2) the content of the inbound text message request the consumer sent to the company; and (3) the content of the company's opt-in confirmation message reply to the consumer can be used as evidence that the disclosures required by the Telephone Consumer Protection Act of 1991 ("TCPA") were provided in a "clear and conspicuous" manner.³ Granting this request is pursuant

¹ *In the Matter of Rules and Regulations Implementing the Telephone Consumer Protection Act of 1991*, Declaratory Ruling and Order, CG Docket No. 02-278, WC Docket No. 07-135, FCC 15-72, ¶ 3 (rel. Jul. 10, 2015) ("*Declaratory Ruling*").

² A CTA is an advertising display that informs consumers how to request mobile content by first initiating a text message to a common short code ("CSC").

³ *Declaratory Ruling*, ¶ 70 n.251 (citing *Rules and Regulations Implementing the Telephone Consumer Protection Act of 1991*, Report and Order, CG Docket No. 02-278, 27 FCC Rcd. 1830, 1844, ¶ 33 (2012)).

to the existing state of the law, and no new findings of fact or conclusions of law would be required by the Commission.

I. INTRODUCTION AND SUMMARY

Clarification is needed because SUMOTEXT, its customers, and many other responsible marketers that practice and fully follow the Commission's rules have recently become the targets of plaintiffs' lawyers and their employees who text "JOIN" to a business' CSC⁴ to opt-in to recurring text message programs, lie in wait to receive the very messages they request, and then claim that the business cannot prove that the Commission's TCPA disclosures were satisfied. A sample of such a letter is attached as Tab A.

A. About SUMOTEXT

Founded in 2007, SUMOTEXT Corporation remains exclusively dedicated to hosting CSCs on behalf of brands and enterprises that include Starbucks, Humana, Southwest Airlines, and Guitar Center. SUMOTEXT provides the campaign management tools that control its customer's opt-in and opt-out consent records while ensuring that its customers' responses to each consumer's request for text message content remain compliant with the requirements of the wireless carriers who provision, test, certify, and audit CSCs on their networks consistent with the TCPA.

⁴ A CSC is a 5 or 6 digit abbreviated phone number used to identify both service providers and content providers to both the wireless carriers and consumers. U.S. Wireless carriers launched CSCs in 2003 when the CTIA—The Wireless Association ("CTIA") created the Common Short Code Administration ("CSCA"). There are several thousand CSCs currently leased by businesses in the U.S. CSCs were designed to protect mobile subscribers from unsolicited marketing messages by limiting access to CSCs to only approved companies, and by ensuring that consumers remain in control of their experiences by providing standard methods for consumers to request single-use mobile content, as well as provide prior express written consent to "opt-in" and "opt-out" of programs with recurring mobile content.

B. Need for Commission Clarification

SUMOTEXT is not seeking the Commission's opinion, ruling, or clarification regarding any one particular demand letter received, published CTA, inbound text message request from the consumer, or outbound text message response from the business. Rather, we are only seeking clarification from the Commission regarding the elements that a business could use to prove whether or not the TCPA's disclosures were provided in a "clear and conspicuous" manner. In its *Declaratory Ruling*, the Commission resolved or otherwise clarified issues presented in 19 separate petitions filed by industry groups, telecommunications carriers, banking and health care companies, and others.⁵ Relevant here, the Commission addressed a request from the Retail Industry Leaders Association ("RILA") to clarify the application of the prior express written consent rule.⁶ RILA described a program whereby a customer would respond to a CTA or advertisement by texting a keyword to the retailer and immediately receive a one-time text coupon back for the customer's use.⁷ The Commission held that this type of program was the fulfillment of a customer request to receive the responsive reply text message, not telemarketing, and therefore this type of message falls outside the scope of the TCPA.⁸

SUMOTEXT applauds this ruling. However, the Commission added, "If the business sends more than a single text as a response to the consumer, however, our rules require prior express written consent with the specified disclosures."⁹ As such, a Commission clarification or declaration regarding the elements that a business can use as evidence that disclosures were

⁵ *Declaratory Ruling*, ¶ 3, 8.

⁶ *Id.* ¶ 103-106.

⁷ *Id.* ¶ 104.

⁸ *Id.* ¶ 106.

⁹ *Id.* ¶ 106 n.363.

provided has become necessary to ensure that text message communications requested by consumers are not disrupted as an unintended consequence of the Commission's rulings.

II. DISCUSSION

In this section SUMOTEXT provides the background which necessitates clarification from the Commission. SUMOTEXT then demonstrates the inherent challenge of solely relying on a CTA advertisement as evidence that disclosures were provided. SUMOTEXT then demonstrates how only a combination of the CTA, the consumer's inbound text message content, and the subsequent content of the confirmation response text message back to consumers can be used to (1) comply with TCPA and all Commission precedent (including the *Declaratory Ruling*), (2) ensure that customers only get the content they request, (3) ensure that consumers actually receive and fully understand the terms of the messaging content they request, (4) ensure that consumers only continue to get messages they desire, and (5) ensure that businesses have the electronic evidence they require to defend themselves against frivolous threats of litigation.

A. The Threat of Frivolous Lawsuits Is Harming Consumers, Business, and the Industry

Neither SUMOTEXT nor any of the businesses that utilize the SUMOTEXT service have ever been the subject of any consumer complaint, action, litigation, or threat regarding prior express written consent. However, SUMOTEXT and its customers have recently become the target of an opportunistic plaintiffs' lawyer, Manning Law Office ("Manning"), whose employees are often used as the potential plaintiffs.

Although Manning appears to recognize that any lawsuit they might file would be frivolous (evidenced by their failure to actually file any suit), their baseless litigation threats are harming the industry and SUMOTEXT, as the expense of defending even a frivolous TCPA

litigation threat is causing businesses to suspend or cancel SMS as a means of engaging with their consumers.

Every single demand letter received by a SUMOTEXT customer from Manning to date has included detailed screenshots which clearly show where the consumer first requested the content. And, every single demand letter received to date has included detailed screenshots which prove the program's terms from the original CTA were reiterated with "clear and conspicuous" instructions to both opt-out and review the program's full Terms and Conditions ("T&Cs").¹⁰ By replying "**HELP**" as instructed, the plaintiff was provided a link the full T&C's which clearly reiterates that "[b]y signing up you agree to receive marketing text messages" and that "[c]onsent is not required to purchase goods or services."¹¹

In each case, opt-in confirmation messages were perfectly constructed and delivered, meeting all TCPA disclosure requirements as well as the CTIA's Short Code Monitoring Handbook. Further, all the screenshots also demonstrate that each and every successive text message offer sent to each plaintiff also ended with the reminder instructions to "Reply STOP to opt-out."

In the case of plaintiff Tina Mehrazar, a law clerk employed by Manning, Mrs. Mehrazar not only first texted the keyword "JOIN" to CSC "XXXXX", but responded to the compliant opt-in confirmation message with her zip code so that she could get a certain fast-casual dining defendant's locally relevant coupons.

The screenshots provided in the demand letter also show that Mehrazar over time received 11 consecutive invitations to "Reply STOP to opt-out" – 1 with each successive coupon

¹⁰ Tab B contains the typical CTA utilized by Firehouse Subs.

¹¹ Tab C contains the Terms and Conditions provided by SUMOTEXT.

offer she received as a subscriber of the recurring program. However, rather than reply “STOP”, Mrs. Mehrazar lied in wait, passively receiving the offers she requested to generate sufficient volume for Manning to send his boiler plate demand letter. So, while the sender cannot prove that Mehrazar read their compliant CTA advertisement prior to her first texting the keyword “JOIN” to “XXXXXX” (a short code since abandoned by the defendant due to TCPA litigation risk), the disclosures reiterated in the opt-in confirmation response message are well-documented and are easily verifiable – which is why they are required by the wireless carriers.

B. Essence of the Issue Being Exploited

For over 10 years consumers have initiated TCPA-compliant opt-in requests to receive recurring offers, coupons, alerts, and reminders from their favorite retailers, restaurants, and service providers by texting specific keywords to a business’ CSC – as evidenced by the several thousand companies currently leasing CSCs from the CSCA. So while not challenging “opt-in” or “consent,” Manning is challenging the TCPA’s required “disclosures” – specifically, Manning is attempting to exploit the issue of how any business can prove a consumer read or understood the TCPA disclosures prior to requesting the content.

The changing landscape of social media, viral sharing, and personal communications prevent companies from being able to prove that their CTA advertisements prompted a consumer to request their recurring mobile content – even when the company’s CTA advertisement was perfectly constructed and published consistent with the TCPA disclosures.

The CTA advertisement alone may not always be used because, instead of seeing the content provider’s officially published CTA advertisement that contained the TCPA disclosures, (1) the consumer could have discovered the CTA via a ‘Tweet’ that some other consumer posted on Twitter that did not contain the required disclosures, (2) the consumer could have been sent a

text message from a friend who shared the CTA instructions without disclosures, (3) the consumer could have seen a social media post at Facebook or a picture on Instagram shared by another consumer that cut-off or partially hid the disclosures, or (4) the CTA could have been shared by word of mouth from a store employee that did provide full disclosures, but can't prove it. Further, the consumer could read an outdated magazine or watch an outdated video archived on YouTube that contained a CTA advertisement that provided disclosures that were compliant at the time they were published, but are no longer compliant due to changes in laws, FCC rulings, or CTIA standards.

To avoid any such ambiguity, SUMOTEXT and the industry utilize a standard process of reiterating the program's terms and disclosures to every consumer that initiates a request to join a recurring message program via an opt-in confirmation text message. This enables content providers to prove (1) that the consumer first requested the content by initiating a text message to the business, (2) that the business has that consumer's electronic consent signature on file, (3) that the program's terms from the original CTA advertisement were immediately reiterated and remain consistent with the disclosed name of the content provider, program description, and frequency of messages to expect to receive, (4) that the consumer was immediately provided simple instructions on how to opt-out of the program ("Reply STOP to end"), (5) that the consumer was immediately provided "clear and conspicuous" instructions on how to get additional help and read additional Terms and Conditions ("Reply HELP for help + T&C's"), and (6) that the consumer received the required standard message rate disclosure ("Msg&Data rates may apply").

In summary, the immediate delivery of the program's current terms – along with the additional instructions to "Reply STOP to end or HELP for help + T&C's" – in the opt-in

confirmation message is not only “clear and conspicuous”, but is the only way to provide an electronic record capable of proving that full disclosures were ever provided to the subscriber.

C. Grant of this Petition Will Protect Responsible Marketers

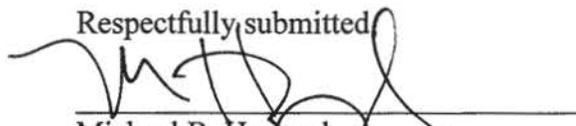
The Commission emphasized in the *Declaratory Ruling* that the TCPA was intended to eliminate unwanted messages between the sender and a consumer, not “to disrupt communications that are ‘expected or desired ... between businesses and their customers.’”¹² SUMOTEXT agrees, and so do its customers and their consumers who value and demand their mobile, alerts, offers, reminders, and coupons.

Toward that end, the Commission should grant this petition to simply ensure that businesses will have a clear means to prove, through tangible electronic records, that all of the terms, conditions, and disclosures associated with a consumer’s prior express written consent to receive marketing messages under the TCPA were actually provided to the consumer who requested the content.

III. CONCLUSION

Consistent with the foregoing, the Commission should grant this petition and provide any other relief deemed appropriate.

Respectfully submitted



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September 3, 2015

Counsel to SUMOTEXT Corporation

¹² *Id.* ¶ 105 (quoting H.R. Rep. No. 102-317, 1st Sess. 102nd Cong. (1991) at 17).

TAB A

Manning Law Office, APC

CIVIL TRIALS, FORECLOSURE DEFENSE, PERSONAL INJURY, CONSUMER PROTECTION & BANKRUPTCY COUNSEL

Attorney:
Joseph R. Manning, Jr.
Info@ManningLawOffice.com

Office: 949.200.8751
Facsimile: 866.843.8308

4667 MacArthur Blvd Ste 150
Newport Beach, CA 92660
www.ManningLawOffice.com

January 14, 2015

Attn: Legal Department
Firehouse Subs
3400-8 Kori Road
Jacksonville, Florida 32257

Sent Via Certified Mail: 7014 2120 0004 7824 0266

RE: Tina Mehrazar

Dear Sir or Madam:

Please be advised that this office represents Tina Mehrazar with respect to his claims against Firehouse Subs ("Firehouse") for its various violations of the Telephone Consumer Protection Act, 47 U.S.C. § 227, et seq. (TCPA).

Specifically, we will allege in a federal lawsuit to be filed in the United States District Court for the Central District of California that Firehouse violated the TCPA when it repeatedly sent at least 10 marketing text message calls to our client's cellular telephone via an automatic telephone dialing system ("ATDS") without first acquiring her prior express written consent.¹ Our client's cellular telephone number is 714-655-8911.

FIREHOUSE SUBS' DEFECTIVE DISCLOSURE

On February 16, 2012 in response to thousands of complaints regarding unwanted telemarketing calls, the FCC declared that prior express written consent must be acquired before a business can make telemarketing calls or send text messages to a person's cell phone via the use of an automatic telephone dialing system. 47 C.F.R. 64.1200(f)(8)(i)². This consent must be clear and conspicuous. Id.

¹ "[w]e conclude that a consumer's written consent to receive telemarketing robocalls must be signed and be sufficient to show that the consumer: (1) received "clear and conspicuous disclosure" of the consequences of providing the requested consent, i.e., that the consumer will receive future calls that deliver prerecorded messages by or on behalf of a specific seller; and (2) having received this information, agrees unambiguously to receive such calls at a telephone number the consumer designates." In re Rules and Reg's Implementing the Tel. Consumer Prot. Act of 1991, 27 F.C.C.R. 1830, 1839, 1856-67 (Feb. 15, 2012) ("2012 TCPA Order") at § 33.

² The term *prior express written consent* means an agreement, in writing, bearing the signature of the person called that clearly authorizes the seller to deliver or cause to be delivered to the person called advertisements or telemarketing messages using an automatic telephone dialing system or an artificial or prerecorded voice, and the telephone number to which the signatory authorizes such advertisements or telemarketing messages to be delivered. 47 C.F.R. § 64.1200(f)(8) (emphasis in original).

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Furthermore, it is well settled that text messages are "calls" within the context of the TCPA. Satterfield v. Simon & Schuster, Inc., 569 F.3d 946 (9th Cir. 2009).³

Firehouse's disclosure is devoid of this very critical language to put consumers, like Ms. Mehrazar, on notice that they will be bombarded with intrusive marketing texts sent via an automated telephone dialing system (see attached as Exhibit A a true and correct copy of the text messages from Firehouse sent to MS. Mehrazar). The FCC promulgated this new consent requirement to maximize consistency with the FTC's existing telemarketing rules and to protect consumer privacy. Since this regulation has been in effect since October 16, 2013 Firehouse has had more than enough time to comply. There is no excuse for Firehouse's lack of compliance.

DAMAGES

The TCPA provides for damages in an amount totaling the greater of actual monetary loss or \$500 for each violation of the statute.⁴ However, a claimant may recover treble damages if a defendant willfully or knowingly violated the statute or regulations promulgated under 47 U.S.C. § 227(b). Most courts have interpreted the "willful or knowing" standard to require that a party's actions were intentional, not that it was aware that it was violating a statute.⁵

Based on our investigation to date and Firehouse's repeated illegal texts to Ms. Mehrazar without first acquiring his prior express written consent, we anticipate that through discovery, we can establish that Firehouse either "willfully" or "knowingly" violated the TCPA.

If Firehouse chooses to reject our settlement offer then we will proceed with litigation and seek to enjoin Firehouse from continuing with its illegal marketing campaign and statutory damages of \$1,500 per violation pursuant to 47 U.S.C. § 227(b)(3) (B) for its intentional violations of the TCPA. Since it is likely that Firehouse placed additional text messages to Ms. Mehrazar, Firehouse has an incentive to resolve this matter prior to litigation and discovery, which should reveal additional violations.

³ Although originally intended to curb unsolicited voice calls and facsimile transmissions, every court to consider the issue has held that the TCPA also applies to companies that use an ATDS to make spam text message calls to consumers through their cell phones. See, e.g., Satterfield v. Simon & Schuster, Inc., 569 F.3d 946, 954 (9th Cir. 2009) ("the purpose and history of the TCPA indicate that Congress was trying to prohibit the use of an ATDS to communicate with others by telephone in a manner that would be an invasion of privacy. We hold that a voice message or a text message are not distinguishable in terms of being an invasion of privacy"); Maier v. J.C. Penney Corp., Inc., No. 13CV0163-IEG DHB, 2013 WL 3006415, at *2 (S.D. Cal. June 13, 2013) (citing Satterfield v. Simon & Schuster, Inc., 569 F.3d 946, 952 (9th Cir. 2009) ("The Ninth Circuit has established that text messages (also referred to as SMS) are encompassed within the term 'call' as used in the TCPA and are therefore subject to its restrictions.")).

⁴ 47 U.S.C. § 227(b)(3)(B)

⁵ See, e.g., Alea London Ltd., 638 F.3d at 776 (holding that the TCPA requires mere "knowing" conduct); Harris v. World Fin. Network Nat. Bank, 867 F. Supp. 2d 888, 896-97 (E.D. Mich. 2012); Sengenberger v. Credit Control Servs., Inc., 2010 WL 1791270 (N.D. Ill. May 5, 2010); Bridgeview Health Care Ctr. Ltd. v. Clark, 2013 WL 1154206 (N.D. Ill. Mar. 19, 2013).

Manning Law Office, APC

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DEMAND

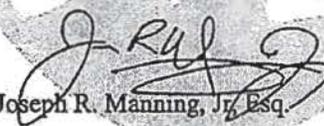
In light of the total known text messages Firehouse sent to Ms. Mehrazar, we have been authorized us to demand \$15,000 to resolve this matter.

CLASS ACTION TREATMENT

It is likely this violation is not limited to Ms. Mehrazar, and therefore could be appropriate for class action treatment. Settlement of this claim at this time by Firehouse would seem preferable to the potential filing of a class action.

We look forward to hearing from you within fourteen (14) days of the date of this letter. Thank you.

Sincerely yours,
LAW OFFICES OF JOSEPH R. MANNING, JR.
A PROFESSIONAL CORPORATION


Joseph R. Manning, Jr. Esq.

MANNING

Manning Law Office, APC

CIVIL TRIALS, FORECLOSURE DEFENSE, PERSONAL INJURY, CONSUMER PROTECTION & BANKRUPTCY COUNSEL

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MANNING

EXHIBIT A

Text Message
Fri, Aug 22, 4:44 PM

Join

Firehouse Subs: Welcome to Firehouse Subs Sparks. (max4msg/mo). Text STOP to end, HELP for help + T&C's. Msg&Data rates may apply.

Welcome! Reply with your 5-digit Zip code so we can send you your first offer, plus local offers & info.

92808

Thanks for the info! Show code 'DRINK' when you order & enjoy a FREE



Text Message

Send

92808

Thanks for the info! Show code 'DRINK' when you order & enjoy a FREE large drink with sub purchase. Exp. 08/29/14.

Mon, Aug 25, 10:01 AM

Firehouse Subs: Enjoy a FREE Kids' Combo when you buy any tasty sub or salad! Exp. 8/31. Limit one offer per device, show to redeem.

Reply STOP to opt-out.

Wed, Oct 8, 10:00 AM

Firehouse Subs: Enjoy FREE chips & a medium drink when you purchase



Text Message

Send

Mon, Oct 20, 10:01 AM

Firehouse Subs: Double the meat on any medium sub for FREE! Expires 10/26. Show this to redeem.

Reply STOP to opt-out.

Mon, Oct 27, 10:01 AM

Firehouse Subs: Enjoy FREE chips & a medium drink when you purchase any sub! Show this to redeem. Expires 11/2.

Reply STOP to opt-out.

Mon, Nov 3, 10:01 AM

Firehouse Subs: Enjoy a FREE Kids' Combo when



Text Message

Send

Mon, Nov 3, 10:01 AM

Firehouse Subs: Enjoy a FREE Kids' Combo when you purchase any sub or salad! Expires 11/9. Show this to redeem.

Reply STOP to opt-out.

Mon, Jan 5, 2:31 PM

Firehouse Subs: Enjoy a FREE medium sub when you buy additional sub, chips & drink! Now thru 1/11. San Diego, LA, Palm Springs areas.

Reply STOP to opt-out.

Monday 10:00 AM

Firehouse Subs: Enjoy \$2



Text Message

Send

Reply STOP to opt-out.

Mon, Jan 5, 2:31 PM

Firehouse Subs: Enjoy a FREE medium sub when you buy additional sub, chips & drink! Now thru 1/11. San Diego, LA, Palm Springs areas.

Reply STOP to opt-out.

Monday 10:00 AM

Firehouse Subs: Enjoy \$2 off when you purchase a sub, chips & drink, now thru 1/18! San Diego, LA, Palm Springs areas. Show to redeem.

Reply STOP to opt-out.



Text Message

Send

TAB B

**FIREHOUSE
SUBS**

SPARKS
TEXT ALERTS

**TEXT "JOIN"
TO 50585
TO GET
VIP OFFERS**

MSG & DATA RATES MAY APPLY. TO STOP, TEXT STOP TO 50585.
FOR TERMS & CONDITIONS, VISIT FIREHOUSESUBS.COM/SMS-HELP

TAB C

MOBILE TERMS AND CONDITIONS

SHORTCODE: 50585

PROGRAM: Firehouse Subs Text Alerts

FREQUENCY: 4 msg/mo

PRICING: Msg&Data rates may apply.

CONTACT: 1-(877)309-7332.

APPLICATION PROVIDER: SUMOTEXT, Inc. 1-800-480-1248

TERMS AND CONDITIONS / PRIVACY POLICY

MOBILE USER OPT-IN:

Firehouse Subs Text Alerts is a standard rated mobile alert service providing Firehouse Subs' customers the ability to opt-in to receive mobile alerts. End users will opt-in by texting **JOIN** to **50585**. By signing up you agree to receive marketing text messages. We do not, but could, use an automatic telephone dialing system to deliver our text messages. Consent is not required to purchase goods or services.

MOBILE USER OPT-OUT:

You can Opt-Out (discontinue service), by texting **"STOP"** to **"50585"** from your mobile device. You will not receive any additional messages. You may also Opt-out by texting **"QUIT"**, **"END"**, **"CANCEL"**, **"UNSUBSCRIBE"**, or **"STOP ALL"** to any text message you receive or to short code **50585**.

MOBILE USER FEES:

Firehouse Subs does not charge users fees to send or receive text messages. Msg&Data rates may apply.

MOBILE HELP:

To get help, text **"HELP"** to **50585** or call 1-(877)309-7332 or emails us at guestservices@firehousesubs.com

MOBILE USER PRIVACY:

We will not share or use your mobile number for any other purpose.

MOBILE CARRIERS SUPPORTED:

AT&T, Sprint, T-Mobile®, Verizon Wireless, Virgin Mobile USA, U.S. Cellular®, Metro PCS, ACS Wireless, All West Wireless, Bluegrass, Boost USA, Cambridge Telecom, Cellcom, Cellular South, Centennial, Cincinnati Bell, Cricket Communications, Cellular One of East Central Illinois, Appalachian Wireless, Farmer's Mutual Telephone Company, General Communications, Golden State Cellular, PC Management, Inland Cellular, Illinois Valley Cellular, Nex-Tech Wireless, Nucla-Naturita, nTelos, Revol, Silver Star PCS (Gold Star), Snake River PCS, South Central, Syringa, Thumb Cellular, UBET Wireless, Unicel, United Wireless, and West Central Wireless.

MOBILE WARRANTY

Neither Firehouse Subs or SUMOTEXT will be liable for any delays in the receipt of any SMS messages connected with this program. Delivery of SMS messages is subject to effective transmission from your wireless service provider/network operator.

MOBILE PRIVACY POLICY

Firehouse Subs and SUMOTEXT respect your privacy. We will only use information you provide to transmit your text message. Nonetheless, we reserve the right at all times to disclose any information as necessary to satisfy any law, regulation or governmental request, to avoid liability, or to protect our rights or property. When you complete forms online or otherwise provide us information in connection with the Service, you agree to provide accurate, complete, and true information. You agree not to use a false or misleading name or a name that you are not authorized to use. If we, in our sole discretion, believe that any such information is untrue, inaccurate, or incomplete, we may refuse you access to the Service and pursue any appropriate legal remedies.