1.1 - *APPLICANT INFORMATION* *(Applicant is responsible for adhering to the Association's Terms & Conditions enclosed herein)*

Name of Applicant Company:			Application Date: (MM/DD/YYYY)	
Name of Company Contact Person:			Phone:	Email:
Mailing Address				
Street:			City:	
Province/State:	Postal/Zip Code:	Country:	Company Phone:	
Not-for-Profit (NPO) or Charitable Organization Status: ☐ Yes	If yes, please indicate your: Business #:	EIN #:	CRA Registration #:	

1.2 – *BILLING INFORMATION* – *Billing company will be invoiced for the Association's monthly lease fees following the 3-month deposit (or on month 1 for NPOs)*

Name of Accounts Payable (A/P) Company:		
Name of A/P Contact Person:	Phone:	
Billing Address (If the billing address is different from above)		
Street:	City:	Email:
Province/State:	Postal/Zip Code:	Country:

2.1 - *SHORT CODE INFORMATION*

Please select application type: ☐ New ☐ Migration ☐ Repurposed (brand/scope change)		
Short Code(s) Requested - Identify specific codes requested in order of preference. (Short Code availability can be checked at: https://www.txt.ca/en/shortcode-search/)		
Three options:	If applicable, include the associated tradename/Vanity (does the Short Code spell something?)	
1st - 2nd - 3rd -	1st - 2nd - 3rd -	*If the Short Code is promoted in the form of a brand name or trademark (for example "CTA12" instead of "28212"), provide attestation that you have the right to use that brand or trademark.*[1]

3.1 - *PROGRAM INFORMATION*

Program Name:

Identify Carriers requested to participate in program: ☐ **Request all carriers**

☐ BCE Inc. (includes Bell Mobility, Lucky Mobile, PC Mobile, Virgin Plus)	☐ Eastlink	☐ Freedom Mobile	☐ SSi Canada
☐ Rogers (includes Chatr and Fido)	☐ Execulink	☐ Iristel (includes Ice Wireless)	☐ Vidéotron (includes Fizz)
☐ TELUS (includes Koodo, Public Mobile)	☐ Fibernetics	☐ SaskTel	☐ Tbaytel
☐ Cogeco	☐ Wightman Telecom		

Program Type (select all that apply):

☐ Recurring Alerts/ Subscription	☐ Demo / Testing	☐ Shared (multiple brands)	☐ Chat
☐ Information Services	☐ Contest	☐ Voting / Surveys	☐ Mobile Marketing
☐ 2-Factor Authentication / One-time Password	☐ MMS	☐ Other (please specify):	☐ Session / Event-based Alerts

Language(s) – Check all that apply: ☐ English ☐ French ☐ Other (please specify):

Geographic reach of the program: ☐ National ☐ Provincial ☐ Regional

3.2 – PROGRAM DESCRIPTION

- Provide a detailed description of the program (who is the company/organization that will be using the Short Code? Who is the intended audience? How will the Short Code be used and for what type of content?)

3.2.1 – PROGRAM DESCRIPTION CONT'D – POLICY EXCEPTION REQUESTS

- Describe any requests that require special consideration from the Carriers, such as a request that falls outside of the scope of the Compliance Policies (e.g. request to exceed the 320 character limit).

☐ N/A

3.3 – PREFERRED CUSTOMER PRICING (Indicate the consumer price and how it should be billed by the Carriers)

Billing model: ☐ Free-to-end-user ☐ Standard carrier pricing

3.4 – CUSTOMER EXPERIENCE – PROMOTION & OPT-IN

- How does the customer find out about the program and how do they opt-in? Please describe all opt-in methods that will be available.

3.4.1 – CUSTOMER EXPERIENCE CONT'D – CALL FLOW + MANDATORY KEYWORDS

- Provide a call flow detailing the consumer experience. If preferred, a separate document may be attached. (**Please note that text messages have a maximum message length of 320 characters).**

Please make sure to include the MTs for the following mandatory keywords (Note: Mandatory Keywords must not exceed 160 characters):

HELP:

INFO:

AIDE:

STOP:

ARRET:

3.4.2 – CUSTOMER EXPERIENCE CONT'D – MESSAGE FREQUENCY AND/OR RATIO

- Indicate the alert frequency and/or ratio of messages sent to the consumer (for example 2 alerts/week for a recurring subscription, 1MO:1MT for info-on-demand, etc.):

3.5 – AGE RESTRICTED CONTENT

- Identify whether any age restricted content is involved (i.e. alcohol, gambling, marijuana, mature content):

☐ N/A

3.6 – CONTESTS

Will any prizes be awarded during the course of the mobile campaign? ☐ Yes ☐ No

If **Yes**, please indicate the following:

1. Will there be a "No Purchase Necessary" method of participating in the contest? ☐ Yes ☐ No
2. Will full contest Rules and Regulation, which abide by all applicable local, provincial and federal laws, be available upon request prior to the program launching? (PLEASE DO NOT ATTACH THE RULES AND REGULATIONS) ☐ Yes ☐ No
3. Will there be any carrier specific prizing offered? ☐ Yes ☐ No

3.7 – ROLES OF THE PARTIES INVOLVED

- Name and role of the Program Aggregator and/or Application Service Provider and/or Gateway Provider, and any marketing agencies involved:

Direct Aggregator:

Indirect Aggregator (if applicable):

Application Service Provider (ASP) 1 (if applicable):

Application Service Provider (ASP) 2 (if applicable):

- Name of the public-facing brand(s) expected to use the Common Short Code and brief background

(Note: the public-facing brand is the party with the rights to the Common Short Code. The public-facing brand reserves the right to revise the application and request cancellation).

Public-facing brand:

Brand Contact (email):

3.8– MESSAGE VOLUME FORECASTS

- Estimated number of subscribers x number of messages sent/received on a monthly basis (Please also include forecast methodology):
- Estimated ratio of MO to MT:
- Anticipated busy hours associated with program (for example 8-9pm on Tuesdays):
- **For MMS programs only** – please include image/media file sizes:

3.9 – CUSTOMER CARE/SUPPORT INFORMATION – (to be posted on www.txt.ca)

Phone: **Email:** **URL:**

By submitting this Common Short Code Application form, you agree that if your request for the Common Short Code(s) is approved, you will comply with the terms and conditions attached to this Common Short Code Application Form as Schedule A ("Terms and Conditions"), with respect to your use of the Common Short Code(s).

Applicant Signature:

_____

Name:

Date and Place:

Common Short Code – Terms and Conditions

1. **Scope of Agreement**.

a. **Scope**. These common short code terms and conditions ("**Terms**") set out the rights, obligations and limitations of the Canadian Telecommunications Association[1] ("**the Association**") and you, as a common short code holder ("**you**" or "**Common Short Code Holder**") in respect of your lease of one or more common short codes ("**Common Short Code(s)**"). These Terms apply solely to the Common Short Code lease between the Association and the Common Short Code Holder and do not apply to any other arrangement or agreement between the Common Short Code Holder and a third party aggregator (if applicable) or a wireless service provider ("**WSP**") providing services to a Short Code Holder (such as short message peer-to-peer protocol connectivity).

b. **Agreement**. These Terms, together with the Common Short Code application form ("**Application**"), the Application approval letter ("**Approval Letter**"), and the Canadian Common Short Code Compliance Policies[2] ("**Policies**") available at https://www.txt.ca/en/apply-for-a-short-code/, (collectively, "**Agreement**"), form the Association's agreement with the Common Short Code Holder for the purposes of the Common Short Code lease.

c. **Acceptance**. Your access to and use of the Common Short Code(s) constitutes your acceptance of all the terms of this Agreement. As the Common Short Code Holder, you are solely responsible for the use of the Common Short Code(s) including all messages originating from the Common Short Code(s). You shall: (a) take all necessary measures to ensure that each Common Short Code is used in accordance with this Agreement; and (b) be liable for all consequences resulting from any breach of this Agreement.

2. **Order of Precedence**. In the event of any conflict or inconsistency between these Terms, the Application, the Approval Letter, and the Policies, such conflict or inconsistency will be resolved in accordance with the following priority: (1) the Policies (2) the approved Application as confirmed by the Approval Letter; and (3) these Terms.

3. **Role of the Association**. The Association is responsible for receiving and reviewing the Application to ensure that it meets the requirements outlined in the Policies, and for advising the Common Short Code Holder of acceptance of the Application by WSPs. The Association is not responsible for accepting or rejecting the Application.

[1] The Canadian Telecommunications Association was formerly named the Canadian Wireless Telecommunications Association.

[2] Previously referred to as *"The Canadian Common Short Code Application Guidelines"*

4. **Fees and Payment**.

a. **Deposit and Fees**. The non-refundable deposit amounts and monthly Common Short Code lease fee amounts ("**Fees**") are described on https://www.txt.ca/en/apply-for-a-short-code/ and are exclusive of applicable taxes. The non-refundable deposit is due at the time the Application is submitted and is processed at the time of Application review. The Association will provide the Common Short Code Holder with monthly invoices setting out the Fees and applicable taxes, and you agree to pay the invoiced Fees and applicable taxes upon receipt of the applicable invoice. Invoices for the Fees may be produced, submitted and delivered either electronically or by paper. Your billing month begins on the activation date for the Common Short Code(s) set out in the Approval Letter, and ends thirty (30) or thirty-one (31) days later, depending on the calendar month ("**Billing Month**"). By way of example only, if your Common Short Code lease was activated on May 15th, your Billing Month would be from the 15th of each calendar month to the 14th of the following calendar month.

b. **Billing Information**. You agree to keep the billing information you provide to the Association (including your name, mailing address, email address and telephone number) up to date. You will be liable for your failure to pay any Fees and applicable taxes invoiced to you by the Association caused by your failure to provide the Association with up to date billing information.

c. **Late Payments and Delinquent Accounts**. If payment is not received by the Association or any payments are outstanding three (3) months or more after the date of the applicable invoice, the Association may, in its sole discretion, suspend, deactivate or cancel your lease of the Common Short Code(s) without further notification to you, and may refuse to accept for review any further Common Short Code lease applications from you until such payment is made in full. If your lease of a Common Short Code is suspended pursuant to this Section 4.c, you may be required to provide a further non-refundable deposit of three (3) month's Fees in order to reactivate the lease of the Common Short Code. If your payments are in arrears, the Association may bill you for, and you shall pay, administrative charges as set by the Association from time to time for administrative or account activities including: collection efforts due to non-payment, returned or rejected payments, or suspension, cancellation or reactivation of your lease of the Common Short Code(s). The Association will advise you of all administrative charges charged to you pursuant to this Section 4.c. either by invoice, email or another method likely to come to your attention, at the Association's sole discretion.

5. **Initial Term and Renewal**.

a. **Initial Term**. The Common Short Code lease will be provided by the Association to the Common Short Code Holder for the initial term as set out in the Approval Letter, unless earlier terminated in accordance with this Agreement. For certainty, the maximum initial term is as follows: six (6) months for a Common Short Code to be used for a premium short messaging service ("**SMS**") subscription service; and twelve (12) months for a Common Short Code to be used for a free, standard or premium non-subscription service (each an "**Initial Term**"). The Initial Term will begin on the date set forth in the Approval Letter.

b. **Renewal**. The terms and conditions applicable to renewal terms are set out on https://www.txt.ca/en/apply-for-a-short-code/, but for certainty the Association may, in its sole discretion, offer to renew the Common Short Code lease via email to the Common Short Code Holder thirty (30) to sixty (60) days prior to the expiration of the Initial Term, provided that the Common Short Code Holder's account is in good standing and no payments are outstanding. If the Association offers to renew the Common Short Code lease, the Common Short Code Holder must provide

confirmation via email of its acceptance of the renewal term no later than the expiry date of the Initial Term. The maximum renewal term is as follows: six (6) months for a Common Short Code to be used for a premium SMS subscription service; and twelve (12) months for a Common Short Code to be used for a free, standard or premium non-subscription service (all renewal terms together with the Initial Term, "**Term**").

6. **Termination**.

a. **Termination by Common Short Code Holder**. You may contact the Association to terminate the Common Short Code lease at any time during the Term. Termination is effective at the end of the Billing Month in which the Common Short Code Holder terminates ("**Termination Date**"). You will be charged and will pay all Fees and applicable taxes incurred prior to the Termination Date, including for the Billing Month in which you provide notice to the Association of the termination. All prepaid Fees and applicable taxes, including the initial deposit, are non-refundable and you will not be entitled to receive a refund of such prepaid amounts regardless of your early termination of the Common Short Code lease.

b. **Termination by the Association**. The Association may, without any liability and in its sole discretion, immediately suspend, deactivate or cancel your lease of the Common Short Code(s) and this Agreement by written notice to you if: (i) you breach or fail to comply with any part of this Agreement, including in the event of any misuse of the Common Short Code(s) or non-compliance with these Terms or the Policies; (ii) your use of the Common Short Code(s) contravenes any applicable legislation, including anti-spam legislation; (iii) you fail to pay the Fees or other required amounts pursuant to this Agreement or you are late paying any Fees or other required amounts, as described in Section 4.c.; (iv) your use of the Common Short Code(s) is fraudulent, inappropriate, or not consistent with these Terms or the Policies; or (v) you experience or approve a bankruptcy, insolvency or restructuring event or a receiver and/or manager or other representative is appointed for or seizes any of your assets or business.

In addition, the Association may terminate the lease of the Common Short Code(s) and this Agreement for any reason whatsoever upon a minimum of fifteen (15) days prior written notice to you.

If the Association terminates your lease of the Common Short Code(s) pursuant to this Section 6.b, you will be charged and will pay all Fees and applicable taxes incurred up to and including the Billing Month such termination becomes effective. For the avoidance of doubt, the initial deposit and all prepaid Fees and applicable taxes are non-refundable and you will not be entitled to receive a refund of such prepaid amounts regardless of termination of the Common Short Code lease by the Association

7. **Conditions of Use of the Common Short Code(s)**. If at any time during the Term, anti-spam legislation applies to your use of the Common Short Code(s), you acknowledge and agree that you shall at all times remain compliant with all such legislation. Additionally, you shall not use, or permit the use of, the Common Short Code(s) for: (a) any purposes other than the program described in the approved Application as confirmed by the Approval Letter; (b) an illegal or fraudulent purpose; (c) a criminal offence; (d) an intellectual property infringement; (e) sending alcohol, tobacco, gaming or adult-oriented content; (f) harassment; (g) cramming or spamming or any contravention of applicable anti-spam legislation; (h) sending unsolicited messages to customers; (i) false or misleading advertising; or (j) otherwise in a manner that would breach these Terms or the Policies. The Common Short Code Holder acknowledges that any permitted exceptions to the use of the Common Short Code(s) or these Terms or the Policies will be set out in the Application as approved by the Approval Letter.

8. **Confidentiality**. All information the Association keeps about you, other than your name, address, email address and listed telephone number, is confidential. Unless you provide express consent, or disclosure is ordered pursuant to a legal requirement or disclosure is, in the opinion of the Association's legal counsel, required to be made to any competent governmental, judicial or other authority, your information will not be disclosed by the Association to anyone other than: (a) you; (b) a person who, in the Association's reasonable judgment, is seeking the information as your agent or representative; (c) any WSP or aggregator providing services with respect to the Common Short Code(s); or (d) an agent hired by the Association to collect your account, provided the information is required for, and is used only for, that purpose. You will be deemed to have given your express consent when any of the following occur: (a) you provide written consent; (b) the Association receives electronic confirmation; or (c) the Association obtains consent through other methods. If you will be providing any customer or end user information to the Association or any aggregator or WSP, you must ensure that you have obtained the necessary consents for the Association and/or such aggregator or WSP to collect, use and store the information of your customers and end users for the purposes of providing and using the Common Short Code(s).

9. **Limitation of Warranties**. The Association makes no warranties, representations, claims, guarantees or conditions of any nature whatsoever, expressed or implied, including any warranty, representation, claim, guarantee or condition of: (a) quality, effectiveness, reliability, timeliness, availability, performance or security of the Common Short Code(s); or (b) fitness for a particular purpose of the Common Short Code(s). All such warranties, representations, claims, guarantees and conditions, express and implied, are hereby excluded, to the extent permitted by applicable law. Further, the Association makes no warranties, representations or guarantees that compliance by the Common Short Code Holder with this Agreement, including the Policies, is sufficient to comply with all applicable legislation, including anti-spam legislation. For certainty, the Association's liability to you or any other person for damages for any reason whatsoever arising out of the lease of the Common Short Code(s) is limited by Section 11.

Any services provided by any WSP or aggregator with respect to use of the Common Short Code(s) are governed by the arrangement or agreement between the Common Short Code Holder and such WSP or aggregator, and are not governed by this Agreement. The Association does not provide any warranties, representations, claims, guarantees or conditions, express and implied, in respect of such services.

10. **Indemnity**. You shall defend, indemnify and hold harmless each of the Association, its directors, officers, employees and representatives from and against any and all losses, damages, liabilities, claims, demands, suits, judgments, injuries, taxes, expenses and costs, including legal fees and costs, ("**Damages**") resulting from or relating to your use of the Common Short Code(s), including, without limitation: (a) any and all breaches by you or any of your directors, officers, employees, affiliates, agents or representatives of any representations, warranties, covenants, terms or conditions of this Agreement; (b) any claim of an infringement, violation or misappropriation of any third party's right, including any intellectual property right; (c) any claim regarding false or misleading advertising; (d) any unauthorized billing of any end users or customers; (e) any contravention of any applicable legislation, including anti-spam legislation; and (f) any negligent or fraudulent or wilful act or omission by you, your directors, officers, employees, affiliates, agents or representatives, including but not limited to personal injury and property damage.

11. **LIMITATION OF LIABILITY**. NEITHER THE ASSOCIATION NOR ANY OF ITS DIRECTORS, OFFICERS,

EMPLOYEES OR REPRESENTATIVES SHALL BE LIABLE FOR ANY: (a) DAMAGES ARISING OUT OF THIS AGREEMENT OR ANY USE OF THE COMMON SHORT CODE(S); OR (b) INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR INCIDENTAL DAMAGES OF ANY KIND OR FOR ANY REASON WHATSOEVER. SUBJECT TO ANY OTHER LIMITATION OR EXCLUSION OF LIABILITY CONTAINED IN THIS AGREEMENT, THE ASSOCIATION'S CUMULATIVE LIABILITY TO YOU FOR DAMAGES, INCLUDING DAMAGES ARISING FROM THE ASSOCIATION'S NEGLIGENCE, BREACH OF CONTRACT, TORT OR OTHER CAUSES OF ACTION, INCLUDING FUNDAMENTAL BREACH, SHALL NOT EXCEED AN AMOUNT EQUAL TO THE TOTAL AGGREGATE FEES FOR THE COMMON SHORT CODE LEASE THAT GAVE RISE TO THE DAMAGES DURING THE ONE (1) BILLING MONTH PERIOD BEFORE THE EVENT GIVING RISE TO THE DAMAGES. THE ASSOCIATION SHALL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY SERVICES PROVIDED TO YOU BY A THIRD-PARTY, INCLUDING ANY WSP OR AGGREGATOR.

12. **Dispute Resolution**.

In the event of a dispute between the Association and the Common Short Code Holder regarding the Common Short Code lease or any provision of the Agreement, including deposit amounts and Fees, both parties will use reasonable efforts to resolve the dispute. Each party will appoint an authorized employee to resolve the dispute, and in the event that such authorized employees are unable to resolve the dispute within thirty (30) days, the dispute shall be referred to a senior manager of each party. If the senior managers are unable to resolve the dispute within thirty (30) days of such referral, the dispute shall be referred to the presidents of each party. If the presidents of the parties are unable to resolve the dispute within thirty (30) days of such referral, the dispute shall be resolved as follows:

a. **Payment Disputes**. To the extent permitted by applicable law and unless otherwise agreed, with respect to any disputes and claims relating to the deposit amounts, Fees, payment, or other monetary claims valued at less than $25,000 (or less than the monetary limit then in effect for Small Claims courts of the Province of Ontario), each of the parties irrevocably and unconditionally submits and attorns to the exclusive jurisdiction of the Small Claims courts of the Province of Ontario located in the City of Ottawa to determine all such issues arising from this Agreement. To the extent permitted by applicable law, each of the parties irrevocably waives any objection, including any claim of inconvenient forum, that it may now or in the future have to the venue of any such legal proceeding arising out of or relating to this Section 12.a in the courts of that jurisdiction.

b. **Other Disputes**. Except for claims described in Section 12.a, to the extent permitted by applicable law and unless otherwise agreed, all disputes and claims (pursuant to statute, regulation, contract or in tort or otherwise), present and future, pertaining to this Agreement or the Common Short Code(s) will be determined by final and binding arbitration by a single arbitrator under the *Arbitration Act, 1991* (Ontario). In addition, the following terms apply to any such arbitration: (i) the arbitrator will be a person on whom the parties can agree, and if the parties cannot agree, the arbitrator will be appointed by a judge of the Superior Court of Justice of Ontario on the application of any party on notice to the other party; (ii) the laws of the Province of Ontario and the laws of Canada applicable in that Province will apply to the substance of all disputes and claims; (iii) the arbitration will take place in the City of Ottawa in the Province of Ontario unless otherwise agreed in writing by the parties; and (iv) the language to be used in the arbitration will be English.

13. **Amendment**. The Association may change the Agreement, including these Terms, the Policies, deposit amounts, Fees, or other amounts set out in the Agreement, or any other aspect of the Common Short Code lease upon at least thirty (30) days prior notice to

you, by posting the change on txt.ca, sending written notice via a message on your invoice, or any other notice method likely to come to your attention. If you do not accept the change, your sole recourse is to terminate this Agreement in accordance with Section 6.a. Your continued access to and use of the Common Short Code(s) after the change has come into effect constitutes your acceptance of the change and you expressly agree that: (a) you will be deemed to have accepted the change, with no additional written agreement or express acknowledgement required; and (b) you will continue to be responsible to pay the Fees for the Common Short Code(s). You may not amend or modify the Agreement without the express written consent of the Association.

14. **Assignment and Sublease**. The Common Short Code Holder does not own the Common Short Code(s) and you shall not transfer, assign, sell or sublease the Common Short Code(s), or your rights and obligations under this Agreement or any part thereof, without the prior written consent of the Association, which consent may be unreasonably withheld. The Association may transfer or assign all or any part of this Agreement upon notice to you.

15. **Binding Effect**. Subject to any provisions hereof restricting assignment, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, heirs, executors, administrators, legal representatives and assigns.

16. **Governing Law**. This Agreement is governed by, and is to be construed and interpreted in accordance with, the laws of the Province of Ontario and the laws of Canada applicable in that Province.

17. **Severability**. Each provision of this Agreement is distinct and severable. If any provision of this Agreement, in whole or in part, is or becomes illegal, invalid or unenforceable, the illegality, invalidity or unenforceability of that provision, in whole or in part, will not affect the legality, validity or enforceability of the remaining provisions of this Agreement.

18. **Entire Agreement**. This Agreement constitutes the entire agreement between the parties and supersedes, replaces and cancels any prior agreements, negotiations and discussions, whether oral or written, between the parties.

19. **Waiver of Breach**. No waiver of, failure to exercise, or delay in exercising, any provision of this Agreement constitutes a waiver of any other provision (whether or not similar).

20. **Force Majeure**. The Association is not responsible or liable for failing to meet obligations due to causes beyond its reasonable control, including work stoppage, labour disputes and strikes, acts of nature and all other force majeure events which cannot be reasonably foreseen or provided against.

21. **Notices**. Any notice, consent or other similar communication required or provided for by the terms of this Agreement shall be in writing, in English, and shall be delivered in person, sent by email, sent by registered or certified mail, or sent by courier and shall be properly addressed to the address of the party as shown on the Application. Notice shall be deemed to be effective as of receipt, however, no later than, if delivered in person, when given and received, in the case of email, on the day of transmittal if transmitted during the normal business hours of the recipient and otherwise on the next business day, in the case of registered or certified mail, five (5) business days after the date posted, and in the case of courier, on the next business day following dispatch.

22. **Interpretation**. The word "**including**" used in this Agreement means including without limitation.

23. **Language of the Agreement**. This Agreement is drawn in English at the request of all parties hereto.