Business Messaging Compliance Overview

U.S. low-volume, conversational customer-service SMS/MMS and 10DLC

Executive summary

For low-volume customer service, the compliance goal is straightforward: keep texts expected, relevant, and easy to stop. A customer who initiates a text can generally be answered within the scope of that request without a separate formal opt-in. When the business initiates a service text or plans future/recurring texts, capture express consent for that purpose. Marketing is different: promotional texts generally require prior express written consent and should not be mixed into support conversations unless that consent exists.

1. Intended use case

This overview is designed for a business using SMS/MMS as a two-way customer-service channel: support questions, scheduling, order or service updates, account assistance, and similar low-volume interactions. It assumes messages may be handled by employees through a shared inbox, CRM, UCaaS/CCaaS platform, or messaging API.

In scope	Outside this simplified model
• Customer-initiated questions and agent replies • Business-initiated service or account messages with consent • Appointment, delivery, scheduling and case-status messages • Low-volume mixed customer-care/informational traffic	• Cold outreach or purchased lead lists • Bulk promotions or high-velocity marketing campaigns • Lead-generation text blasts • Using a service conversation as permission for unrelated promotions

2. A simple consent model

Message pattern		baseline	ended practice
Customer initiates	"Can I move my appointment?" → agent replies	No additional formal opt-in expected for a relevant response. [1][2]	Keep the conversation tied to the customer request. Do not treat the inbound text as permission for later promotions.
Business initiates service text	"Your technician is running 20 minutes late."	Express consent to receive texts for that service purpose.	Ask at intake, checkout, by phone, web form, or text; record the consent source, time, purpose, and number.
Recurring service / account texts	Status alerts, reminders, support follow-ups	Express consent for the defined recurring purpose.	Use a clear opt-in statement and an initial confirmation/identity message; make STOP/HELP available.
Promotional content	Coupon, sale, upsell, "book now" offer	Prior express written consent is the safer federal baseline for automated marketing texts.	Keep marketing consent separate from customer-service consent; do not add promotional copy to service threads unless covered.

Why the inbound case is different: the FCC has said a one-time text sent immediately in response to a consumer's specific request is fulfillment of that request, and CTIA's current best practices say that when the consumer initiates and the business simply responds, no additional permission is expected. [1][2]

3. Simple opt-in and opt-out best practices

For customer-service and informational texting

- Tell the customer what they are agreeing to. Keep the scope narrow: customer service, account/service updates, scheduling, or another named purpose.
- Capture evidence. At minimum retain the mobile number, consent date/time, source (web, verbal, text, paper), purpose, and the disclosure or script in use at the time.
- Identify the business in the first business-initiated text so the recipient understands who is contacting them.
- Make opt-out simple. Support standard STOP handling, treat other clear revocation language seriously, and suppress future covered messages promptly. FCC rules recognize STOP and similar terms as reasonable revocation methods. [3]
- Keep marketing separate. If you want to send promotions, obtain a separate written marketing opt-in with the applicable TCPA disclosures; do not bury it inside service terms.

Example non-marketing opt-in language

"I agree to receive customer-service and account/service-related text messages from [Brand] at the mobile number provided. Message frequency varies. Message and data rates may apply. Reply STOP to opt out or HELP for help."

For verbal consent, use the same concept in a short script and log the representative, timestamp, number, and purpose. For marketing, use a separate legal-reviewed written consent form.

4. 10DLC for low-volume conversational messaging

If customer-service texts are sent from a U.S. 10-digit local number through a cloud messaging platform, CRM, shared inbox, API, or similar application, the traffic generally falls within the carrier A2P 10DLC registration ecosystem even when individual agents type the messages and volume is low. Registration is an industry/carrier requirement; it does not replace legal consent requirements.

Brand	Register the legal business identity (name, EIN/tax information, address, website, and business contacts) through your messaging provider/Campaign Service Provider.
Campaign	Register the actual purpose and consent flow. For this use case, Customer Care may fit a primarily support-oriented program; Low-Volume Mixed may fit a low-volume program spanning customer care plus other informational purposes. Provider options and fees vary. [4]
Message flow	Describe how customers start conversations and how the business obtains consent for proactive texts. Include sample messages, opt-out/help handling, and required policy/terms links when requested by the provider.
Number mapping	Associate each production 10DLC number with the approved campaign before use. Keep actual traffic consistent with the registered use case.

Native texting from an ordinary mobile handset is not normally provisioned as an A2P 10DLC campaign. Once a business uses a cloud/business messaging service to send from a local 10-digit number, assume 10DLC registration is required unless the provider confirms another sender type or route applies.

5. Operational guardrails for a customer-service deployment

Platform controls	Policy controls
• Central STOP/suppression list applied across agents and workflows • Audit log for inbound/outbound texts, consent events, opt-outs, and campaign/number mapping • Role-based access to the shared inbox and customer data • Monitoring for blocked/failed traffic and sudden complaint or opt-out changes	• No imported prospect lists or unsolicited bulk outreach • No marketing inserted into service conversations without marketing consent • Re-engage after a closed conversation only when there is consent for that future contact • Escalate state-law or regulated-industry use cases to counsel (e.g., healthcare, financial services)

6. Frequently asked questions

Can I respond to a customer who texts me directly without a formal opt-in?

Generally, yes for a prompt, relevant customer-service response. The FCC has recognized a consumer-initiated text as consent for an immediate one-time reply that fulfills the specific request, and CTIA states that when the consumer initiates and the business simply responds, no additional permission is expected. Keep the exchange within the request. Do not use that inbound message as permission for unrelated future outreach or promotions. [1][2]

Can the conversation continue beyond one reply?

A normal back-and-forth support interaction is consistent with CTIA's conversational model when the customer initiated it and the replies remain relevant. The FCC's specific safe-harbor language addresses a one-time immediate response, so longer or later follow-up should remain closely tied to the active service interaction; capture express consent if you plan proactive or recurring messages after that interaction ends.

If a customer gives us a mobile number, can we text it?

Possession of the number alone is not the best operational standard. For business-initiated customer-service texts, ask the customer to agree to texts for the specific purpose and record that consent. For non-marketing informational texts, consent may be captured verbally, by text, on a web form, or in writing, subject to the facts and applicable law.

Can a support agent add a coupon or upsell to a service text?

Avoid doing so unless the recipient has the required marketing consent. Promotional content can change the message category and create a higher consent standard. Keep service threads service-oriented.

Do manually typed agent messages still need 10DLC registration?

Usually yes when they are sent through a business/cloud messaging platform using a U.S. 10-digit local number. Human typing does not necessarily make platform-originated business traffic exempt from A2P 10DLC registration. Confirm the specific registration path with the messaging provider.

Do we need "Reply STOP" in every message?

Not necessarily in every conversational message, but opt-out must be practical and honored. Include clear opt-out/help instructions in the opt-in or first/confirmation message for recurring programs, support standard STOP processing, and treat other clear revocation requests as actionable. Provider or carrier rules may impose additional wording requirements. [3]

Do we need to have any messaging terms and conditions posted or referenced for our end users?

Using 10DLC, as part of your brand and compliance registration with the Campaign Registry, you will need to provide links to your messaging focused Privacy Policy and messaging terms and conditions, which should include an Acceptable Use Policy.

7. Consequences of getting it wrong

Even a low-volume program can create exposure if the business repeatedly texts after revocation or sends promotional messages without appropriate consent. TCPA private actions may seek $500 per violation, with potential trebling for willful or knowing violations. Separately, carriers and providers may filter messages, block numbers, reject or suspend campaigns, or terminate service. [5]

Selected authoritative references

[1] FCC 15-72, paras. 103-106 - consumer-requested, one-time responsive texts
[2] CTIA Messaging Principles & Best Practices (May 2023), Section 5.1 / Exhibit II
[3] FCC 24-24 - reasonable methods of revoking consent, including STOP and similar terms
[4] A2P 10DLC overview / Low-Volume Mixed and Customer Care use cases (provider implementation example)
[5] 47 U.S.C. § 227 - TCPA statutory framework and private-action damages

Scope note: This document is a practical U.S. overview for technical and operational planning. It is not legal advice and does not address every state law, industry-specific rule, carrier contract, or fact pattern. Have counsel review your actual opt-in language, marketing practices, regulated-industry requirements, and any material change in use case.