What permission does a business need before sending marketing texts?

Before a business can send marketing text messages to customers, it must obtain their express consent. This means the customer has actively agreed to receive texts from that specific business, after being told what kind of messages to expect and how often they will arrive. Without this permission, sending marketing SMS is against privacy regulations in most countries and can lead to fines, blocked numbers, and a damaged reputation.

Express consent is not the same as implied consent or a general agreement buried in terms of service. It must be a clear, affirmative action by the customer. For example, checking a box that says "Yes, send me special offers by text" counts. So does texting a keyword like JOIN to a short code. What does not count is a pre-checked box or a sentence that says "by providing your number you agree to receive texts" without a separate opt-in step. The customer must intentionally choose to join the list.

The difference between opt-in and opt-out

Opt-in means a customer deliberately signs up. Opt-out means they can unsubscribe later. Both are required, but the starting point must always be opt-in. A business cannot send a text that says "Reply STOP to opt out" to someone who never agreed to receive messages in the first place. That is unsolicited marketing, and it violates the core principle of permission based SMS, that the recipient has given their explicit go-ahead before any message is sent.

Permission based SMS relies on the idea that the customer controls the relationship. They decide when to join, and they can leave at any time. This approach builds trust because the messages arrive only for people who want them. The business benefits from higher open rates, fewer complaints, and better compliance with laws like the Telephone Consumer Protection Act (TCPA) in the US, Canada's Anti-Spam Legislation (CASL), or the General Data Protection Regulation (GDPR) in Europe.

What a proper consent request must include

When a business asks for permission to send marketing texts, it must be transparent about what the customer is signing up for. The consent request should clearly state:

- The name of the business sending the messages
- The type of content (promotions, updates, alerts, etc.)
- How often messages will be sent (for example, up to 4 messages per month)
- That message and data rates may apply

- How to opt out (usually by replying STOP)
- A link to the privacy policy or terms

This information should be presented before the customer submits their phone number or checks the opt-in box. It cannot be hidden in a long document that the customer is unlikely to read. The goal is to make the decision informed and voluntary.

How to collect and store consent records

Permission is not just about getting a yes. The business must keep a record of that yes. This includes the time and date of consent, the method used (web form, text keyword, paper sign-up), the exact wording shown to the customer at that moment, and the IP address or other identifier of the device used. A CRM or SMS platform typically logs these details automatically when set up correctly.

Storing consent records matters because regulators may ask for proof during an audit or after a complaint. Without a record, a business cannot prove that a customer agreed to receive texts. That can turn a single complaint into a costly investigation. Many SMS marketing platforms include consent tracking as part of their service, but the business is ultimately responsible for keeping the data accurate and accessible.

Opt-out must be easy and permanent

Once a customer decides they no longer want marketing texts, the business must honor that request immediately. The most common method is replying STOP to any message. The business's system should automatically remove that number from the active list and send a confirmation that the opt-out has been processed. No further marketing messages should go to that number unless the customer opts in again from scratch.

Opt-out requests cannot be delayed or made difficult. Some businesses try to add steps, like asking the customer to text a different keyword or call a support line. Those practices are not allowed under most privacy regulations and violate the spirit of permission based SMS. The unsubscribe process should be as simple as the opt-in process.

What counts as marketing vs. transactional

Not every text requires express consent. Transactional or informational messages, such as order confirmations, appointment reminders, shipping updates, and password resets, can be sent without prior marketing permission because the customer already has a relationship with the business and expects those communications. However, even transactional messages must include a way to opt out of future texts, and they cannot contain promotional content. If a

message includes a special offer or a call to buy something, it is marketing and needs express consent.

Businesses sometimes blur this line. A shipping confirmation that ends with "Shop our spring sale" steps into marketing territory and would require separate permission. Keeping the two categories separate is the safest way to stay compliant.

How regulations vary by region

The core requirement, get permission before sending marketing texts, is consistent worldwide, but the details differ. In the United States, the TCPA requires prior express written consent for marketing calls and texts to wireless numbers. That means a signed or electronic agreement that clearly authorizes the business to send messages. In Canada, CASL requires express consent with a clear disclosure of the sender and the purpose of the messages. In the European Union, GDPR and the ePrivacy Directive require consent that is freely given, specific, informed, and unambiguous, often implemented through a check box or double opt-in.

A business that operates across borders must comply with the strictest rule that applies to its audience. Sending to a Canadian number while following only US rules could still result in a violation. The safest approach is to build a consent process that meets the highest standard among the regions where customers live.

Common mistakes businesses make

One frequent error is buying a phone number list from a third party. Those contacts have not given consent to the business that buys the list, so sending them marketing texts is illegal in most jurisdictions. Another mistake is adding phone numbers from business cards or sign-up sheets without a clear opt-in step. A handwritten number on a form does not count as express consent unless the form also included a checkbox or statement that the person agrees to receive texts.

Some businesses also forget to include the opt-out instruction in every message. Most regulations require that each marketing text contains a clear method to unsubscribe, usually by replying STOP. Omitting this from even one message can be a violation.

Finally, businesses sometimes assume that consent lasts forever. Consent can expire if the customer has not interacted with the business in a long time, or if the original purpose of the messages has changed. Refreshing consent periodically, or at least reviewing the list for inactive subscribers, helps keep the program compliant and effective.

Building a permission-based SMS program

For a business starting from scratch, the process is straightforward. Choose a compliant SMS marketing platform that logs consent and handles opt-outs automatically. Create a clear consent request that tells the customer exactly what they are signing up for. Make the opt-in action intentional, a check box, a text keyword, or a web form that requires submission. Store the consent record securely. Then send only the type and frequency of messages that were promised. Include an opt-out instruction in every marketing text. Monitor complaints and unsubscribe rates, and adjust the program if those numbers rise.

Permission is not a one-time checkbox. It is an ongoing relationship where the customer retains control. Businesses that respect that control earn better engagement and avoid legal trouble. The question is not whether you can send a text, but whether the person on the other end truly wants to receive it.