MISSOURI GREEN BANC

Website Terms, Privacy, SMS & Compliance Package

Terms of Service • Privacy Policy • SMS Terms • Consent Architecture • NPCA Match Requirements

Prepared for Missouri Green Banc

September 22, 2026

PUBLICATION STATUS

Working legal/compliance draft. Website-ready language and implementation requirements are included, but identified provisions require review by MGB counsel before publication or production deployment.

Missouri Green Banc

(866) 554-4083 | info@missourigreenbanc.org | missourigreenbanc.org

Document Purpose & Use

CORE DESIGN PRINCIPLE

Consent attaches to a communication purpose, not merely to a telephone number. NPCA Match should not be built around a single global “SMS enabled” value.

This package implements the September 2026 MGB legal/compliance brief. It separates publishable website language from product requirements and operational controls. It also preserves the distinction among MGB’s nonprofit/program role, NPCA Match facilitation, C-PACE-related activity, participants’ independent decisions, and communications consent.

Current public MGB positioning used for this document: MGB publicly describes itself as a 501(c)(3) nonprofit and non-depository institution working with public and private partners to accelerate clean-energy investment and financing solutions. Public contact information is (866) 554-4083 and info@missourigreenbanc.org.

REFERRAL WARNING

NPCA Match should not automatically send a text invitation to a new property owner merely because a contractor or capital provider says it has an existing business relationship with that person. Use email/shareable-link invitation first, then obtain the referred person’s own SMS consent.

Contents

A. Recommended Legal / Website Structure

Recommended public legal components:

- Terms of Service - /terms
- Privacy Policy - /privacy
- SMS Terms - /sms-terms
- Accessibility/contact information - existing page or footer contact
- Cookie notice/policy only if MGB actually deploys nonessential analytics, advertising, tracking, session-replay, or similar technologies

Important: The Terms should incorporate the Privacy Policy and SMS Terms by reference without treating general Terms acceptance as SMS consent. Acceptance of Terms is not the same as SMS consent.

Privacy recommendation: Replace, rather than merely patch, the existing Privacy Policy unless it already addresses NPCA Match, participant-to-participant disclosure, mobile consent data, account information, platform logs, service providers, security information, retention, and communication preferences.

B. Terms of Service

Effective Date: [EFFECTIVE DATE] | Last Updated: [LAST UPDATED DATE]

These Terms of Service (“Terms”) govern your access to and use of websites, online services, accounts, platforms, programs, forms, tools, and other digital services operated by or on behalf of Missouri Green Banc (“MGB,” “we,” “us,” or “our”), including missourigreenbanc.org and, where applicable, NPCA Match and related services.

Please read these Terms carefully. By accessing or using an MGB website or service, creating an account, or otherwise agreeing to these Terms where presented, you agree to be bound by them.

Separate consent may be required for particular communications, including SMS/text messaging. Acceptance of these Terms by itself does not constitute consent to receive marketing or promotional text messages.

1. About Missouri Green Banc

Missouri Green Banc is a nonprofit organization whose activities include supporting the development and deployment of financing and market infrastructure for energy, efficiency, resilience, and other eligible building improvements; providing education, training, program support, project-development resources, and related services; and facilitating appropriate connections among property owners, contractors, capital providers, municipalities, and other project participants.

MGB may operate or support programs involving Commercial Property Assessed Clean Energy (“C-PACE”) and related project-financing opportunities. MGB may also provide technology platforms and services, including NPCA Match, designed to help appropriate participants identify potential projects, service providers, financing sources, or other project relationships.

The specific role of MGB may differ by program or transaction. A separate program agreement, assessment contract, financing document, participation agreement, or other written agreement may therefore govern a particular transaction or relationship. If there is a conflict between these Terms and a separately executed agreement concerning a particular transaction, the separately executed agreement will control with respect to that transaction to the extent of the conflict.

2. Eligibility

You may use MGB services only if you have legal capacity to enter into these Terms.

If you use an MGB service on behalf of a company, governmental entity, nonprofit organization, partnership, property owner, contractor, capital provider, or other organization, you represent that you are authorized to act on behalf of that organization with respect to your use of the service.

Certain programs may impose additional eligibility, geographic, project, underwriting, professional, licensing, programmatic, or legal requirements.

3. MGB Programs and Services

Depending on the program, MGB services may include:

- educational and informational resources;
- training and technical assistance;
- contractor or participant registration;
- project intake and preliminary screening;
- referrals and introductions;
- identification of potential financing or project resources;
- communications among authorized participants;
- project or account notifications;
- C-PACE-related program support;
- NPCA Match functionality;

- document and information exchange;
- program administration; and
- other services consistent with MGB's nonprofit mission.

MGB may add, modify, suspend, or discontinue particular features or services from time to time.

4. NPCA Match

NPCA Match is intended to facilitate discovery and potential connections among eligible or appropriate project participants, which may include property owners, projects, contractors, capital providers, and other authorized participants.

NPCA Match may use information supplied by users or generated through platform activity to identify potential matches or connections based on factors such as location, service area, project characteristics, requested services, financing requirements, participant preferences, eligibility information, and other relevant criteria.

A match is an indication of potential compatibility or interest. It is not an endorsement, recommendation, approval, commitment, underwriting decision, credit determination, contractor selection, financing commitment, or representation that the parties should enter into a transaction.

MGB may determine what information is visible at different stages of the matching process. Certain identifying, contact, financial, commercial, project, or other information may remain restricted until a match is accepted, released, authorized, or otherwise reaches an appropriate stage.

Users may not attempt to circumvent these privacy or access controls.

5. No Guarantee of Match or Transaction

Participation in an MGB program or NPCA Match does not guarantee:

- a user will receive a match;
- another participant will express interest;
- financing will be available;
- financing terms will be acceptable;
- a contractor or service provider will participate;
- a property, owner, project, improvement, or financing structure will qualify for C-PACE or another program;
- a municipality or governmental entity will approve or participate in a project;
- due diligence, underwriting, engineering, legal, program, or other requirements will be satisfied;
- a transaction will close;
- construction will commence or be completed; or
- any particular financial, tax, energy, environmental, construction, operational, or other result will be achieved.

Each participant remains responsible for evaluating its own risks and opportunities.

6. Independent Decisions and Agreements

Unless MGB expressly becomes a party to a separate written agreement, any financing, construction, professional-service, purchase, sale, referral, or other agreement arising from an MGB introduction or NPCA Match connection is between the applicable participants.

Participants are responsible for conducting their own due diligence concerning prospective counterparties, projects, financing arrangements, contractors, professional advisers, licenses, qualifications, insurance, creditworthiness, legal requirements, and transaction terms.

Unless expressly stated otherwise in a separate written agreement, MGB does not make decisions for a participant and does not assume responsibility for the performance of another participant.

Nothing on an MGB website or platform constitutes legal, tax, accounting, engineering, investment, or other professional advice. Users should obtain appropriate professional advice concerning their own circumstances.

7. Accounts

Some MGB services may require an account. You agree to:

- provide accurate and reasonably complete registration information;
- maintain current contact and account information;
- protect passwords, authentication credentials, and access codes;
- use only accounts you are authorized to use;
- promptly notify MGB of suspected unauthorized access; and
- accept responsibility for activity conducted through your account to the extent permitted by law.

MGB may require email verification, telephone-number verification, multifactor authentication, or other security measures.

8. Accuracy of Submitted Information

You are responsible for information you submit through MGB services.

You agree not to knowingly provide materially false, misleading, fraudulent, incomplete, or unauthorized information.

MGB may rely on submitted information in administering programs, identifying potential matches, communicating with participants, or determining whether additional review is warranted.

MGB may request supporting information or correction of information but is not obligated to independently verify every statement made by a participant.

9. Permitted Use

You may use MGB services only for lawful purposes and in a manner consistent with their intended program or platform functions. You may not:

- misuse or interfere with the operation or security of an MGB system;
- obtain or attempt to obtain unauthorized access to accounts, data, or restricted platform information;
- scrape, harvest, copy, or systematically extract restricted participant information without authorization;
- submit false identities or impersonate another person or organization;
- use another participant's information for unrelated solicitation, spam, harassment, or unlawful purposes;
- use NPCA Match information to circumvent platform privacy controls;
- upload malicious software or harmful code;
- interfere with another user's use of a service;
- use MGB services in violation of applicable law; or
- use information obtained through MGB in a manner that materially conflicts with the purpose for which access was granted.

10. Participant Communications

MGB may communicate with users and program participants through email, telephone, postal mail, website or platform notifications, and, when appropriate consent has been obtained, SMS or other messaging technologies.

Providing a telephone number does not by itself authorize every type of SMS communication.

MGB may maintain separate communication preferences for different categories of communications.

11. Email and Electronic Communications

By providing an email address or creating an account, you acknowledge that MGB may use email for appropriate account, program, project, administrative, support, legal, or operational communications.

Where required, marketing communications will include appropriate methods for changing communication preferences.

Certain communications concerning account administration, security, transactions, or legal matters may be necessary to provide a service and may not be treated as optional marketing communications.

12. SMS/Text Messaging

MGB uses SMS on an opt-in or otherwise legally authorized basis. Depending on the consent provided and the service involved, SMS messages may include:

- NPCA Match and platform notifications;
- match activity;
- project activity;
- account and onboarding notifications;
- requested operational communications;
- appointments and reminders;
- document or information requests;
- action-required notices;
- authentication codes;
- account-security alerts;
- consent and preference confirmations; and
- other communications reasonably related to the category for which the recipient enrolled.

MGB does not treat enrollment in transactional or security messaging as consent to receive promotional SMS. If MGB later offers promotional or marketing SMS, MGB will obtain any additional consent required for that messaging. Additional terms governing SMS are available in MGB's SMS Terms and are incorporated into these Terms where applicable.

13. NPCA Match Transactional Notifications

A user who affirmatively enrolls in NPCA Match SMS notifications may receive messages concerning material activity associated with the user's account, projects, matches, referrals, communications, or participation.

These notifications may include new potential matches, expressions of interest, match acceptance or release, changes in project or match status, messages from or concerning authorized participants, document or information requests, deadlines, onboarding steps, account-completion reminders, required actions, and other material events reasonably related to the user's NPCA Match participation.

The availability of a particular notification type may change as the platform develops.

14. Security and Authentication Communications

MGB may offer SMS as one method for authentication or account-security communications.

Such messages may include one-time passcodes, multifactor-authentication codes, login verification, password or account-recovery verification, new-device notices, security-setting changes, and alerts concerning suspected unauthorized access.

Users should maintain current telephone and security information.

Where reasonably practicable, MGB may provide alternative authentication methods. Availability of a particular method is not guaranteed.

A user who disables or opts out of SMS may be required to select another supported authentication method before accessing features for which authentication is required.

An SMS opt-out will not authorize MGB to disregard applicable security obligations, but MGB will not use a security-message enrollment as permission to send unrelated marketing messages.

15. Opting Out of SMS

For message categories supporting keyword opt-out, recipients may reply STOP to opt out.

MGB will also recognize other legally required or reasonably understood withdrawal requests and will process them in accordance with applicable requirements and system capabilities.

A recipient may reply HELP for assistance or contact MGB through the support information identified in the applicable message or SMS Terms.

After an SMS opt-out request, MGB may send one non-promotional confirmation message confirming that the opt-out has been processed.

Opting out of one category of SMS may not necessarily terminate other independently authorized categories where applicable law and messaging-provider requirements permit category-specific preferences. MGB may nevertheless apply broader suppression when necessary to ensure that an opt-out is honored.

Users may also manage available notification preferences through their account settings.

16. Message Frequency and Charges

SMS message frequency varies based on account activity, project activity, communication preferences, and the services in which a recipient participates.

Message and data rates may apply according to the recipient's mobile service plan.

MGB does not charge a separate fee merely for receiving an MGB SMS unless expressly disclosed.

Wireless carriers are not responsible for delayed or undelivered messages.

Delivery is subject to carrier networks, device availability, service coverage, messaging-provider systems, and other circumstances outside MGB's control.

17. Telephone Numbers

You represent that a mobile number you enroll for MGB messaging is a number at which you are authorized to receive communications.

If you relinquish, transfer, disconnect, or change a mobile number, you should promptly update your MGB account and messaging preferences.

MGB may use reasonable processes to identify reassigned, deactivated, invalid, or undeliverable telephone numbers and may suspend SMS delivery to such numbers.

18. Referrals and Invitations

MGB services may permit users to refer or invite persons or organizations with whom they have an appropriate relationship.

The ability to submit a referral does not authorize indiscriminate or unsolicited messaging.

A referring participant must provide referral information only when authorized to do so and must not represent that another person has consented to SMS or marketing communications unless that consent was actually obtained.

MGB may limit the communication method used for initial invitations and may require the recipient to affirmatively enroll before SMS communications begin.

19. Marketing Communications

Consent to receive operational, transactional, account, project, NPCA Match, or security SMS is not consent to receive marketing or promotional SMS.

If MGB offers promotional SMS in the future, enrollment will be separately identified and voluntary.

Consent to receive promotional text messages will not be a condition of purchasing a product or service or participating in a program except where permitted by law and expressly disclosed.

20. Privacy

MGB's collection, use, disclosure, retention, and protection of personal information is described in the MGB Privacy Policy.

Mobile opt-in information and SMS consent information are not sold, rented, or shared with third parties or affiliates for their own marketing or promotional purposes.

MGB may provide information to communications vendors and other service providers as necessary to deliver messages, secure systems, maintain records, and operate MGB services, subject to appropriate contractual and operational restrictions.

21. Intellectual Property

Unless otherwise indicated, MGB websites and platforms, including their design, text, graphics, software, databases, logos, trademarks, service marks, training materials, and original content, are owned by or licensed to MGB and are protected by applicable intellectual-property laws.

MGB grants users a limited, nonexclusive, nontransferable, revocable right to access and use its services for their intended purposes.

Nothing in these Terms transfers ownership of MGB intellectual property.

22. User-Provided Materials

You retain any ownership rights you have in information or materials you submit.

You grant MGB the limited rights reasonably necessary to host, process, analyze, reproduce, communicate, display to authorized persons, and otherwise use submitted information for operation of the applicable program or service, administration of your account, potential matching or referral activity, security, compliance, auditing, and other purposes described in the Privacy Policy.

This permission does not give every participant unrestricted access to submitted information.

23. Third-Party Services and Websites

MGB services may integrate with or link to third-party websites, software, communications providers, financing platforms, document services, governmental resources, or other services.

MGB does not control every third-party service and is not responsible for the terms, privacy practices, security, availability, accuracy, or performance of an independent third party.

Use of a third-party service may be governed by separate terms.

24. No Endorsement

The presence of a participant, contractor, capital provider, professional, governmental entity, vendor, resource, link, or potential match within an MGB service does not by itself constitute MGB's endorsement, warranty, certification, recommendation, or approval of that person or organization.

Any specific MGB registration, certification, program designation, or qualification will have only the meaning expressly assigned to that designation by the applicable program.

25. Availability and Modification

MGB may change platform functionality, eligibility requirements, workflows, communications, or services as programs evolve.

MGB does not guarantee uninterrupted or error-free availability.

MGB may perform maintenance, implement security controls, restrict access, or temporarily suspend features where reasonably necessary.

26. Suspension and Termination

MGB may suspend or terminate access when reasonably necessary because of:

- violation of these Terms;
- suspected fraud or misuse;
- security concerns;
- inaccurate or misleading information;
- unlawful activity;
- risk to other participants or MGB systems;
- failure to satisfy applicable program requirements; or
- discontinuation of a service.

A user may stop using an MGB service at any time, subject to obligations arising from separate agreements and legally required record retention.

27. Disclaimers

TO THE EXTENT PERMITTED BY LAW, MGB'S WEBSITES, PLATFORMS, AND GENERAL INFORMATIONAL SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

MGB DOES NOT WARRANT THAT A WEBSITE OR PLATFORM WILL BE UNINTERRUPTED, ERROR-FREE, COMPLETELY SECURE, OR SUITABLE FOR EVERY PURPOSE.

MGB DOES NOT WARRANT THE ACCURACY OF INFORMATION PROVIDED BY INDEPENDENT PARTICIPANTS.

Nothing in this section alters an express obligation MGB has undertaken in a separate signed agreement.

28. Limitation of Liability

To the fullest extent permitted by applicable law, MGB and its directors, officers, employees, agents, and service providers will not be liable for indirect, incidental, special, exemplary, punitive, or consequential damages arising solely from use of an MGB website or platform, including lost profits, lost opportunities, business interruption, or losses resulting from reliance on information supplied by another participant.

Nothing in these Terms excludes liability that cannot lawfully be limited or excluded.

Nothing in this section modifies liability expressly undertaken by MGB in a separate signed agreement.

29. Indemnification

To the extent permitted by applicable law, a user agrees to be responsible for claims, losses, or expenses resulting from the user's unlawful use of MGB services, material violation of these Terms, infringement of another person's rights, or unauthorized submission or misuse of another person's information.

This provision does not require a user to indemnify MGB for MGB's own unlawful conduct or for obligations that cannot legally be shifted to the user.

30. Changes to These Terms

MGB may update these Terms as its programs, technology, or legal requirements evolve.

MGB will post the updated Terms and update the "Last Updated" date.

When changes materially affect an account or service, MGB may provide additional notice where appropriate or legally required.

Continued use after the effective date of revised Terms constitutes acceptance to the extent permitted by applicable law. If separate affirmative acceptance is legally or operationally appropriate, MGB may require it.

31. Governing Law

Except to the extent another agreement or applicable law provides otherwise, these Terms are governed by the laws of the State of Missouri, without regard to conflict-of-laws principles.

Any dispute concerning these Terms will be brought in a court having proper jurisdiction and venue, unless the parties have separately agreed to another dispute-resolution procedure.

32. Severability

If any provision of these Terms is held unenforceable, the remaining provisions will remain in effect to the extent permitted by law.

33. Entire Agreement

These Terms, the Privacy Policy, the SMS Terms where applicable, and any additional terms expressly applicable to a particular service constitute the agreement governing general use of the applicable MGB service.

Separate signed program, financing, assessment, participation, or other agreements remain independently enforceable according to their terms.

34. Contact Us

Questions concerning these Terms may be directed to:

Missouri Green Banc
[MAILING ADDRESS]
info@missourigreenbanc.org
(866) 554-4083

For privacy matters: [PRIVACY EMAIL]
For SMS assistance: [SMS SUPPORT EMAIL OR TELEPHONE]

ATTORNEY REVIEW

Sections 1, 6, and 27-31 require focused counsel review. Counsel should also confirm whether any MGB activity, NPCA Match functionality, compensation arrangement, project solicitation activity, securities-related activity, lending activity, or referral structure creates a regulated status that requires additional disclosures.

C. SMS Terms

Effective Date: [EFFECTIVE DATE] | Last Updated: [LAST UPDATED DATE]

1. Voluntary SMS Enrollment

MGB uses SMS/text messaging only where an appropriate basis for messaging exists.

Where MGB requests SMS enrollment, participation is voluntary and the applicable consent control will not be preselected.

Providing a telephone number to MGB does not by itself enroll that number in every MGB SMS program.

2. Types of Messages

Depending on the consent provided and services used, MGB SMS communications may include:

- NPCA Match and Platform Notifications - potential matches, expressions of interest, match activity, project updates, account activity, participant messages, required actions, document requests, reminders, deadlines, onboarding activity, and other material activity concerning an NPCA Match account, project, referral, or connection.
- Operational Communications - responses to inquiries, meeting scheduling, confirmations, reminders, project or application updates, document requests, support follow-up, and other communications associated with an existing request or relationship.
- Account and Onboarding Communications - registration confirmations, account activation, profile-completion reminders, required onboarding steps, enrollment notices, and related account activity.
- Security and Authentication Messages - one-time passcodes, multifactor-authentication codes, login verification, account-recovery verification, new-device alerts, password or security-setting changes, and suspected unauthorized-access alerts.
- Consent and Preference Messages - enrollment confirmations, telephone-number verification, preference changes, opt-out confirmations, and similar administrative notices.
- Promotional Messages - MGB does not treat consent for the categories above as consent for promotional SMS. If MGB offers promotional SMS, MGB will identify that program separately and obtain the applicable consent.

3. Message Frequency

Message frequency varies based on the services in which you participate, your preferences, and activity concerning your account, projects, matches, or communications.

4. Message and Data Rates

Message and data rates may apply according to your wireless plan.

5. Opting Out

Reply STOP to an applicable MGB text message to withdraw consent for further messages covered by that messaging program.

MGB may also process other reasonably understood opt-out requests received through supported channels.

After an opt-out, MGB may send one final non-promotional text confirming that the opt-out has been processed.

If you participate in multiple separately authorized messaging categories, an opt-out may apply to the category associated with the request when permitted by applicable law and messaging-provider requirements. MGB may apply broader suppression where necessary to honor the request reliably.

6. Help

Reply HELP for assistance.

You may also contact Missouri Green Banc at (866) 554-4083 or info@missourigreenbanc.org.

7. Security Messages

Some MGB services may use SMS as one authentication or security method.

If you disable SMS and the affected service requires authentication, you may need to establish another supported authentication method.

An SMS security enrollment does not constitute consent for promotional messaging.

8. Promotional Messages

If MGB offers promotional SMS, consent to those messages will be separately requested where required.

Consent to receive promotional SMS is not a condition of purchasing a product or service.

9. Telephone-Number Responsibility

You must provide a number that you are authorized to use.

If your number changes, is reassigned, is disconnected, or is no longer under your control, promptly update your MGB account or contact MGB.

MGB may suspend messaging to numbers reasonably believed to be invalid, deactivated, reassigned, or unauthorized.

10. Referrals and Invitations

A referral made through an MGB service does not automatically authorize MGB to send SMS to the referred person.

MGB may require a referred person to affirmatively enroll before SMS communications begin.

11. Delivery and Carrier Responsibility

SMS delivery is subject to wireless-carrier systems, coverage, device availability, messaging providers, and other circumstances outside MGB's control.

Carriers are not liable for delayed or undelivered messages.

12. Privacy

MGB's Privacy Policy governs information associated with SMS services.

Mobile opt-in information and SMS consent information are not sold, rented, or shared with third parties or affiliates for their own marketing or promotional purposes.

MGB may use communications providers and other service providers solely as necessary to transmit messages, operate the service, maintain consent and suppression records, prevent abuse, or protect MGB and its users.

13. Changes

MGB may modify these SMS Terms to reflect changes in services, technology, messaging-provider requirements, or applicable law.

Material changes will be communicated where required.

14. Contact

For questions concerning MGB SMS services: Missouri Green Banc, [MAILING ADDRESS], info@missourigreenbanc.org, (866) 554-4083. Privacy Policy: [LINK]. Terms of Service: [LINK].

D. Privacy Policy - Recommended Replacement

Effective Date: [EFFECTIVE DATE] | Last Updated: [LAST UPDATED DATE]

Missouri Green Banc ("MGB," "we," "us," or "our") respects the privacy of individuals and organizations that use our websites, programs, platforms, and services.

This Privacy Policy explains how MGB collects, uses, discloses, and protects information in connection with missourigreenbanc.org, NPCA Match, MGB programs, communications, and related services.

1. Information We May Collect

The information MGB collects depends on how you interact with us.

Contact and Organization Information

This may include:

- name;
- title;
- organization;
- mailing address;
- email address;
- telephone or mobile number; and
- other contact information you provide.

Account and Profile Information

This may include:

- username or account identifier;
- organization affiliation;
- participant type;
- service areas;
- account preferences;
- profile information;
- authentication information;
- account status; and
- registration and onboarding information.

Project Information

Depending on the applicable program, we may collect information concerning:

- property or project location;
- project type;
- proposed improvements;
- project stage;
- financing needs;
- estimated project cost;
- project requirements;
- contractor needs;

- service needs;
- relevant property or organizational information; and
- other information submitted to evaluate, administer, support, or facilitate a project.

Some project or financing processes may require additional financial or transaction information. Any such information will be handled according to the applicable program, platform, agreement, and legal requirements.

NPCA Match Information

NPCA Match may collect information used to identify potential connections among property owners, projects, contractors, capital providers, and other authorized participants. This may include:

- account and profile information;
- organization information;
- contact information;
- geographic information;
- service areas;
- project characteristics;
- project requirements;
- financing characteristics;
- participant preferences;
- match criteria;
- expressions of interest;
- match status;
- referral relationships;
- communications or message metadata; and
- platform activity.

Communications Information

If you communicate with MGB, we may maintain information concerning the communication, including email correspondence, telephone or meeting records, support requests, form submissions, SMS records, and other communications.

SMS Consent Information

When you enroll in MGB SMS messaging, we may maintain:

- mobile number;
- applicable user or account identifier;
- consent category;
- date and time of consent;
- source of consent;
- consent language or version presented;
- opt-in status;
- opt-out requests;
- STOP and HELP activity;
- preference changes;

- re-enrollment activity; and
- other information reasonably necessary to demonstrate and administer messaging preferences.

Security and Authentication Information

We may collect information reasonably necessary to protect accounts and systems, such as:

- authentication events;
- login activity;
- verification status;
- one-time-code activity;
- security alerts;
- device or browser information;
- IP address;
- account-recovery activity;
- failed-login information; and
- audit records.

Website and Technical Information

MGB's web servers and service providers may process technical information associated with use of our websites or platforms, such as browser type, device type, IP address, referring page, pages visited, date and time, and similar technical information. If MGB uses cookies, analytics technologies, or other nonessential tracking technologies, their use will be described in this Privacy Policy or an associated cookie notice as appropriate.

2. Sources of Information

MGB may obtain information:

- directly from you;
- from your organization;
- through website forms;
- through account registration;
- through NPCA Match;
- through project applications or intake;
- through correspondence and communications;
- from another participant when that participant is authorized to provide the information;
- from contractors, capital providers, municipalities, program partners, or service providers where appropriate;
- from publicly available sources; and
- from systems and technologies used to operate MGB services.

3. How MGB Uses Information

MGB may use information to:

- operate its nonprofit programs and services;
- respond to inquiries;
- administer accounts;
- evaluate and support projects;

- administer C-PACE-related and other financing programs;
- provide education, training, and technical assistance;
- operate NPCA Match;
- identify potential project, contractor, capital-provider, or other participant connections;
- administer matches and referrals;
- communicate with participants;
- provide requested notifications;
- authenticate users;
- protect accounts and systems;
- detect or prevent fraud and abuse;
- maintain records;
- comply with legal requirements;
- enforce agreements;
- evaluate and improve MGB programs; and
- perform other activities reasonably related to the purpose for which information was collected.

4. NPCA Match and Matching Activities

NPCA Match is designed to facilitate appropriate connections among project participants.

Information submitted to NPCA Match may be processed administratively or algorithmically to determine whether a possible match or connection exists.

Not all submitted information is necessarily visible to all participants.

MGB may use staged disclosure so that certain information is visible during an initial matching stage while contact, identifying, financial, project, commercial, or other information remains restricted until a user authorizes a connection or the match reaches an appropriate stage.

MGB may disclose information to another participant when necessary to facilitate a connection the parties have requested, accepted, or otherwise authorized.

Access to information is subject to applicable platform rules, permissions, and privacy settings.

5. When MGB May Disclose Information

MGB may disclose information in the circumstances described below.

Authorized Project Participants

Information may be disclosed to property owners, contractors, capital providers, municipalities, program participants, professional advisers, or other parties where the disclosure is reasonably necessary for an authorized project, match, referral, application, or program activity.

Service Providers

MGB may use vendors to provide technology, hosting, communications, security, data management, document management, analytics, professional services, or other operational support. These providers may process information on MGB's behalf as necessary to provide their services.

Governmental and Program Entities

Information may be provided to municipalities, political subdivisions, governmental agencies, program administrators, or other authorized entities when necessary for program participation, approval, administration, compliance, or another legitimate project purpose.

Legal and Security Purposes

MGB may disclose information when reasonably necessary to comply with law, subpoena, court order, or lawful governmental request; protect MGB's rights or property; investigate suspected fraud or unlawful activity; protect the security of users or systems; enforce agreements; or address an emergency or other circumstance permitted by law.

Organizational Transactions

If MGB undergoes a lawful reorganization, transfer of a program, merger, asset transfer, or similar organizational transaction, information may be transferred as appropriate to the transaction and applicable law.

6. No Sale of SMS Consent Information

MGB does not sell or rent mobile opt-in information or SMS consent information.

Mobile opt-in information and text-message consent will not be shared with third parties or affiliates for their own marketing or promotional purposes.

MGB may disclose information to service providers that process SMS or communications on MGB's behalf solely as reasonably necessary to provide the requested messaging service, administer consent, maintain suppression records, protect systems, or comply with legal requirements.

7. Communications

MGB may communicate through email, telephone, postal mail, platform notifications, or SMS as appropriate to the relationship and permissions involved.

Providing contact information does not by itself constitute consent to every communication channel or every communication purpose.

MGB may maintain separate communication preferences for platform notifications, operational communications, security communications, and marketing communications.

8. SMS Communications

Where SMS enrollment is required, MGB will request appropriate consent.

Message frequency may vary. Message and data rates may apply.

Recipients may reply STOP to applicable messages to opt out and HELP for assistance.

Additional information is available in the MGB SMS Terms.

9. Marketing

MGB does not treat consent for transactional, operational, NPCA Match, account, or security messages as consent to promotional SMS.

If MGB offers promotional SMS, that messaging will be subject to separate consent where required.

10. Information Security

MGB uses administrative, technical, and organizational safeguards designed to protect information against unauthorized access, disclosure, alteration, loss, or misuse.

No method of transmission or storage is completely secure, and MGB cannot guarantee absolute security.

Users are responsible for protecting their account credentials and promptly notifying MGB of suspected unauthorized access.

11. Data Retention

MGB retains information for periods reasonably necessary to operate applicable programs and services; maintain account and project history; document participant relationships and transactions; maintain consent and communication-preference records; protect against fraud and abuse; maintain security and audit records; comply with contractual obligations; satisfy legal, regulatory, accounting, grant, program, litigation-hold, or records-retention requirements; and resolve disputes.

Different categories of information may have different retention periods.

When information is no longer reasonably required, MGB may delete, anonymize, or otherwise dispose of it in accordance with its retention practices and applicable requirements.

12. Your Choices

Depending on the applicable service, you may be able to update account information; change notification preferences; withdraw SMS consent; unsubscribe from marketing email; correct certain profile information; request account closure; or contact MGB concerning personal information.

Certain information may need to be retained despite an account closure or preference change because of legal, security, contractual, transaction, auditing, or recordkeeping requirements.

13. Security and Authentication Preferences

Security and authentication communications may be administered separately from ordinary platform or marketing preferences.

If you disable SMS authentication, you may need to establish another available authentication method.

MGB may continue to maintain records concerning prior authentication, security, consent, and preference activity where reasonably necessary for security or compliance.

14. Privacy Rights

Depending on where you reside and applicable law, you may have rights concerning personal information, which could include rights to request access, correction, deletion, or other treatment of certain information.

Such rights are subject to applicable exemptions and limitations.

Requests may be submitted to [PRIVACY EMAIL].

MGB may take reasonable steps to verify the identity and authority of a person making a privacy request.

15. Children’s Privacy

MGB’s programs and services are intended principally for organizations, professionals, property owners, program participants, and other adults involved in MGB’s activities.

MGB services are not directed to children under 13.

MGB does not knowingly seek to collect personal information from children under 13 through its general website or NPCA Match.

16. Third-Party Websites and Services

MGB websites may link to third-party resources or use third-party services.

Independent third parties maintain their own privacy practices, and this Privacy Policy does not govern information a third party collects for its own purposes.

17. Data Security Incidents

MGB will respond to data-security incidents in accordance with applicable law and its incident-response procedures.

Where legally required, MGB will provide notification concerning a qualifying breach of personal information.

18. Changes to This Policy

MGB may update this Privacy Policy as its programs, technology, legal obligations, or data practices change.

The current version will be posted with an updated “Last Updated” date.

MGB may provide additional notice of material changes where appropriate.

19. Contact Us

Privacy questions and requests may be directed to: Missouri Green Banc, [MAILING ADDRESS], [PRIVACY EMAIL], (866) 554-4083. Website: missourigreenbanc.org.

E. Website SMS Opt-In Language

IMPLEMENTATION RULE

All SMS controls should be optional and unchecked unless a narrow transaction itself requires the user to request a text, such as requesting a one-time authentication code. General website submission must not silently become SMS consent.

1. General Website Contact Form

☐ I agree to receive SMS messages from Missouri Green Banc related to my inquiry and requested communications, including follow-up, scheduling, reminders, and information I request. Message frequency varies. Message and data rates may apply. Reply STOP to opt out and HELP for help. See our Privacy Policy and SMS Terms.

2. NPCA Match Registration

☐ I agree to receive transactional SMS notifications from Missouri Green Banc concerning my NPCA Match account, projects, matches, expressions of interest, messages, documents, required actions, deadlines, onboarding, and other material platform activity. Message frequency varies. Message and data rates may apply. Reply STOP to opt out and HELP for help. See our Privacy Policy and SMS Terms.

3. NPCA Match User Onboarding

Text Notifications - NPCA Match
☐ Send me SMS notifications about material NPCA Match account, project, matching, messaging, document, and action activity.

4. Existing-User Account Settings

NPCA Match SMS Notifications: On / Off
Mobile number: (***) ***-1234
Status: Verified
Last consent: [date]

Do not use a generic “SMS: On” control.

5. Platform / Match Notifications

Use the NPCA Match transactional consent language above. Keep the category broad enough to support materially similar future transactional events without converting it into marketing permission.

6. Security / Authentication

☐ Use my mobile number for SMS account verification, authentication codes, account recovery, and security alerts. Message and data rates may apply. See our Privacy Policy and SMS Terms.

7. Promotional / Marketing SMS - If Ever Offered

☐ I agree to receive promotional and marketing text messages from Missouri Green Banc about programs, events, services, opportunities, and related information. Consent is not a condition of purchasing a product or service. Message frequency varies. Message and data rates may apply. Reply STOP to opt out and HELP for help. See our Privacy Policy and SMS Terms.

8. Referral / Invitation Scenario

Do not allow the referring user to consent on behalf of the referred person. Use “Send Invitation” by email or shareable link first. On the referred person’s landing/registration flow, present the appropriate unchecked SMS consent control.

F. NPCA Match Platform Notification Provisions

Governing product principle: Consent attaches to a communication purpose, not merely to a telephone number.

Recommended transactional scope: “material activity concerning the user’s NPCA Match account, projects, matches, referrals, communications, documents, required actions, deadlines, onboarding, and authorized participant relationships.”

Required classification before send: NPCA_TRANSACTIONAL → OPERATIONAL → SECURITY → MARKETING. No event should default to marketing permission merely because a user has a mobile number.

G. Security / MFA / 2FA Provisions

Maintain security/authentication independently from NPCA Match notification preferences. Over time, MGB should support multiple authentication paths rather than treating SMS as the only security channel.

1. Authenticator-app/TOTP or passkeys
2. SMS one-time passcodes
3. Recovery codes, with appropriately secured email recovery as another possible channel

Security preferences should be separated into: Security Alerts; SMS Authentication Method; NPCA Notifications; and Marketing.

STOP SAFEGUARD

A STOP request should not silently lock a user out. Suppress outbound SMS, then require the user to configure another available authentication method at the next relevant login or security step.

H. Consent & Preference Model

Recommended categories:

Category	Consent / Control	Typical Content
NPCA_TRANSACTIONAL	Explicit opt-in	Matches, project events, documents, messages, actions
OPERATIONAL_SMS	Explicit opt-in or appropriate conversational consent	Meetings, support, requested follow-up
SECURITY_SMS	Separate enrollment / transaction	OTP, MFA, recovery, security alerts
MARKETING_SMS	Separate express written consent	Promotions, campaigns, events

Also maintain a separate master suppression status.

Consent Record - Minimum Audit Data

- telephone number;
- internal user/account ID where available;
- communication category;
- consent status;
- UTC timestamp;
- source/channel;
- specific form/page or workflow;
- exact consent-text version;
- Terms version;
- Privacy Policy version;
- SMS Terms version;
- telephone-number verification status;
- IP address where reasonably available for web consent;
- user agent where reasonably useful;
- opt-out timestamp and method;
- STOP history;
- resubscription history; and
- immutable preference-change history.

Data-minimization note: Do not store screenshots for every consent event if version-controlled consent text plus an immutable version ID can reliably reconstruct what was presented.

I. Operational Compliance Checklist

OPERATIONAL REALITY

Website text is evidence and disclosure; it is not the compliance system. The controls below must exist in production operations and vendor configuration.

- Complete The Campaign Registry/RingCentral brand and campaign registration.
- Align the registered campaign description with actual traffic.
- Ensure sample messages identify Missouri Green Banc and include required opt-out/help content.
- Publish Terms, Privacy Policy, and SMS Terms before campaign registration.
- Use only optional, unchecked SMS boxes.
- Log consent by category.
- Verify mobile numbers where practical.
- Configure STOP, HELP, opt-out confirmation, and suppression.
- Test opt-out end-to-end.
- Prevent marketing consent from inheriting from transactional consent.
- Maintain a process for number reassignment/deactivation.
- Document staff procedures for manually received opt-outs.
- Configure a privacy/security incident process.
- Review vendors' data-processing and security terms.

STOP Processing

Do not design only for the literal uppercase keyword STOP. MGB procedures should also capture reasonably understood natural-language withdrawal requests received through supported channels. Internally, MGB should suppress messaging essentially immediately when feasible rather than using a regulatory maximum as the operating target.

Missouri-Specific Issue

Missouri law addressing telephone solicitations includes SMS/MMS in relevant circumstances and recognizes certain exceptions. MGB should not treat a state-law exception as permission to bypass carrier or platform consent requirements. The stated policy against cold mass SMS marketing should remain operationally enforced.

J. Website Implementation Instructions for Juan

Global Footer

Persistent links on every public page: Privacy Policy | Terms of Service | SMS Terms | Contact

/privacy Publish the replacement Privacy Policy.

/terms Publish the Terms of Service.

/sms-terms Publish the standalone SMS Terms.

Every Form Containing a Mobile Number

- Identify whether the mobile number is required for the underlying purpose.

- Display the appropriate unchecked SMS checkbox adjacent to the number field.
- Show Missouri Green Banc as the message sender/brand.
- State the message category/purpose.
- State that message frequency varies.
- State that message/data rates may apply.
- Include STOP and HELP.
- Link directly to Privacy Policy and SMS Terms.

Do Not

- precheck consent;
- make general SMS consent mandatory for a contact form;
- say "By submitting, you consent to SMS" unless SMS itself is the requested service and counsel approves;
- combine marketing and transactional consent;
- treat a Privacy Policy link alone as consent;
- allow a referrer to consent for the referred person; or
- hide the disclosure only behind a Terms link.

UX recommendation: Privacy and SMS Terms should open in a new tab/window or otherwise permit review without losing entered form data.

K. NPCA Match Implementation Requirements

Consent Service

Consent must be stored separately from the user profile's raw phone number. Conceptually: phone_number ≠ SMS_consent, and SMS_consent ≠ marketing_consent.

Notification Classification

Every SMS template/event must have a required category: NPCA_TRANSACTIONAL, OPERATIONAL, SECURITY, or MARKETING. Reject a send request if no category is specified.

Send-Time Authorization

Immediately before transmission, verify: verified number + active category permission + no applicable suppression + current user/account status. Do not rely solely on consent status captured when a queued job was created.

Audit Trail

Record event ID → user → destination → category → template/version → consent authority → timestamp → provider message ID → delivery status.

STOP Synchronization

A STOP received by RingCentral must update MGB's own database. Do not treat the vendor block list as the sole system of record.

HELP Handling

HELP should generate an automated response identifying Missouri Green Banc and providing support contact information.

Number Verification

Verify a mobile number before persistent platform SMS enrollment so a typo cannot become consent for another person's number.

Re-subscription

Do not reactivate a previously opted-out number merely because a profile was edited. Require an affirmative re-enrollment event and retain the new consent record.

Referrals

Use: existing user identifies referral → email/shareable link → referred participant arrives → referred participant independently chooses SMS. Do not automatically text a third-party referral number supplied by another participant.

Failed Delivery

Track delivered, failed, undeliverable, carrier rejected, blocked, invalid number, and suspected deactivated/reassigned number. Repeated hard failures should suppress further attempts until corrected.

Security Messaging

Do not endlessly retry OTP codes and do not silently downgrade authentication after delivery failure.

Administrative Interface

Authorized staff should see masked phone number, verification state, consent categories, consent source/date, suppression state, last preference event, and recent delivery failures. Staff should not be able simply to override a STOP event by clicking “enable.”

L. ITEMS JOHN SHOULD CONFIRM BEFORE PUBLICATION

1. **Exact MGB legal entity name and tax-status language.** Confirm whether public documents should say only “Missouri Green Banc,” the corporate legal name, and/or 501(c)(3) status.
2. **MGB address and legal/privacy contacts.** Confirm the mailing address, legal/privacy email, and SMS support contact to replace document placeholders.
3. **NPCA ownership/operator identity.** Confirm whether NPCA Match is legally operated directly by MGB, MoCEF LLC, another affiliate, or under a contractual arrangement. The Terms must identify the correct contracting party.
4. **Fees and compensation.** Confirm whether MGB, MoCEF, or NPCA receives any transaction, referral, closing, registration, subscription, sponsorship, financing, or success-based compensation arising from a match.
5. **Actual financing role.** Confirm circumstances, if any, in which MGB itself lends, purchases loans/assessments, originates credit, participates economically in financing, or becomes a contracting party.
6. **Information visibility rules.** Define exactly what Property Owners, Contractors, and Capital Providers see before and after match acceptance.
7. **Financial information collected.** Confirm whether NPCA Match will collect bank information, credit information, tax IDs, financial statements, ownership information, or other sensitive underwriting information.
8. **Website analytics/cookies.** Inventory WordPress, Google Analytics, pixels, session recording, CRM tracking, reCAPTCHA, embedded video, ManyChat, Pipedrive, and other trackers before final Privacy Policy publication.
9. **SMS provider architecture.** Confirm whether RingCentral is the only sender or whether NPCA Match will use another SMS API/provider.
10. **Geographic scope.** Confirm whether NPCA Match will serve users nationally from launch. If yes, commission a multistate privacy and financial/referral-law review.
11. **Recorded calls.** Confirm whether telephone or video calls are recorded or automatically transcribed.
12. **Minors.** Confirm whether intended use is limited to adults. If yes, eligibility can be strengthened to 18+ rather than relying only on a children-under-13 disclosure.

M. Attorney Review Items

Recommended counsel assignments:

1. **Financial-intermediary characterization.** Determine whether NPCA Match or any MGB/MoCEF compensation structure could cause MGB or an affiliate to be characterized under applicable law as a lender, loan broker, commercial financing broker, investment adviser, securities intermediary, referral agent, or other regulated intermediary.
2. **C-PACE relationship.** Confirm the distinction among MGB, MCED, MoCEF LLC, NPCA, and third-party capital providers so the website does not collapse legally separate roles.
3. **Liability provisions.** Approve Missouri governing law, limitation of liability, indemnification, venue, and whether arbitration/class-action waiver is desirable. This draft deliberately does not add aggressive mandatory arbitration or a hard-dollar liability cap without counsel.
4. **TCPA / A2P.** Review the category consent structure and actual RingCentral campaign registration against the messages MGB will really send.
5. **Multistate privacy.** Determine whether NPCA Match's anticipated national operation subjects MGB or an affiliate to privacy statutes outside Missouri, taking nonprofit exemptions and statutory thresholds into account.
6. **Data-retention schedule.** Establish actual retention periods for consent records, account history, project information, security logs, transaction documents, grant-related records, and inactive accounts.
7. **Referral architecture.** Confirm that NPCA Match will not originate SMS to third-party referrals absent consent attributable to that recipient.

HARD VERDICT

The major risk is not the Terms page. The weak point would be building NPCA Match around a single telephone-number field and a single sms_enabled = true/false flag and expecting legal wording to cure the architecture. It will not. The stronger version makes consent a first-class platform object: purpose-specific, versioned, auditable, revocable, synchronized with the messaging provider, and checked immediately before every send. The financing identity also requires counsel review: "MGB only makes introductions" becomes unsafe language if MGB, MoCEF, MCED, or an affiliate receives transaction-linked compensation, originates or acquires obligations, controls financing eligibility, or becomes a transaction party.

Appendix - Compliance Source Notes

These are research/reference notes, not substitutes for counsel review. They document the public and regulatory materials used to shape the September 2026 draft.

Source	Use in Draft	URL
Missouri Green Banc - public website	Public description of MGB, programs, 501(c)(3) status, contact information.	https://missourigreenbanc.org/
Missouri Green Banc - About MGB	Public entity description, nonprofit status, non-depository positioning.	https://missourigreenbanc.org/about-mgb/
RingCentral SMS Registration	Carrier/TCR registration expectations, web opt-in design, terms/privacy links, disclosure elements.	https://support.ringcentral.com/sms-registration.html
RingCentral - TCR Registration Guide	Campaign registration and sample-message/HELP expectations.	https://support.ringcentral.com/article-v2/Setting-up-TCR-registration-assigning-numbers-to-SMS-campaigns.html?brand=RingCentral&language=en_US&product=RingEX
RingCentral SMS/MMS Content Policies	Consent and messaging-policy guidance.	https://www.ringcentral.com/legal/sms-mms-content-policies.html
CTIA Messaging Principles and Best Practices	Opt-in, opt-out, recordkeeping, content and consumer-choice principles.	https://api.ctia.org/wp-content/uploads/2023/05/230523-CTIA-Messaging-Principles-and-Best-Practices-FINAL.pdf

FCC - TCPA Consent/Revocation Order	Federal revocation and consent requirements referenced in the operational section.	https://docs.fcc.gov/public/attachments/FCC-24-24A1_Rcd.pdf
FCC - January 2026 Extension Order	Extension to January 31, 2027 for the specific cross-topic revocation requirement.	https://docs.fcc.gov/public/attachments/DA-26-12A1.pdf
Missouri Revised Statutes § 407.1095	Missouri telephone solicitation/SMS-related definitions and exceptions.	https://revisor.mo.gov/main/OneSection.aspx?section=407.1095
Missouri Revised Statutes § 407.1500	Missouri breach-notification provisions.	https://revisor.mo.gov/main/OneSection.aspx?section=407.1500

Document version: 2026-09-22. This draft is prepared for MGB operational planning and attorney review before publication.