

# **E-sign Disclosure and Consent Notice**

This E-Sign Disclosure and Consent Notice ("Notice") applies to all communications, as defined below, for services provided by Conotoxia, Inc. and our affiliates ("Cinkciarz.pl Sp. Z o. o" or "We"). Under this Notice, communications you receive in electronic form from us will be considered "in writing."

By using Conotoxia, Inc. electronic and online services ("Electronic Services") you hereby consent to this Notice and affirm that you have access to the hardware and software requirements identified below. In addition, you must review and accept the terms of these services. If you choose not to consent to this Notice or you withdraw your consent, you will be restricted from using Electronic Services.

## Scope of Communications to Be Provided in Electronic Form

May include, but are not limited to, disclosures and communications we provide to you regarding our services such as:

- 1. Terms and conditions and notices and any changes thereto;
- 2. All legal and regulatory disclosures and communications associated with related products and services;
- 3. Privacy statement or notices and any changes thereto;
- 4. Pre-payment disclosures, transaction receipts and confirmations;
- 5. Error Resolution policies and notices and
- 6. customer service communications (such as claims of error communications) ("Communications").

## Method of Providing Communications to You in Electronic Form

All Communications that we provide to you in electronic form will be provided via: (1) Conotoxia, Inc. website, mobile applications or mobile website; or (2) e-mail. Conotoxia, Inc. may provide "hyperlinks" online and in e-mails.

#### **How to Withdraw Consent**

You may withdraw your consent to receive Communications under this Notice by writing to us at "Attn: E-Sign Disclosure and Consent Notice, Conotoxia, Inc., 401 N. Michigan Avenue, Suite 1810, Chicago, IL 60611" or by contacting us via email at info@us.conotoxia.com. Your withdrawal of consent will cancel your agreement to receive electronic Communications, and therefore, your ability to use our Electronic Services. At our option, we may treat your provision of an invalid e-mail address, or the subsequent malfunction of a previously valid e-mail address, as a withdrawal of your consent to receive electronic Communications.

Any withdrawal of your consent to receive electronic Communications will be effective only after we have a reasonable period of time to process your withdrawal. In the meantime, you will continue to receive Communications in electronic form. If you withdraw your consent, the legal validity and enforceability of prior Communications delivered in electronic form will not be affected. In addition, you may experience a delay in obtaining information regarding your transactions.

## **How to Update Your Records**

It is your responsibility to keep your primary email address true, accurate and complete so that Conotoxia, Inc. can communicate with you electronically. You understand and agree that if Conotoxia,



Inc. sends you a Communication but you do not receive it because your primary email address on file is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic Communications, Conotoxia, Inc. will be deemed to have provided the Communication to you; however, we may deem your account inactive. You may not be able to transact using our services until we receive a valid, working primary email address from you.

If you use a spam filter or similar software that blocks or re-routes emails from senders not listed in your email address book, we recommend that you add Conotoxia, Inc. to your email address book so that you can receive Communications by e-mail.

You can update your primary email address or other information by writing to us at " Attn: E-Sign Disclosure and Consent Notice, Conotoxia, Inc., 401 N. Michigan Avenue, Suite 1810, Chicago, IL 60611" or by contacting us via email at: info@us.conotoxia.com.

# **Hardware and Software Requirements**

In order to access, view, and retain electronic Communications that we make available to you, you must have:

- A valid email address;
- A computer, mobile, tablet or similar device with internet access and current browser software and computer software that is capable of receiving, accessing, displaying, and either printing or storing Communications received from us in electronic form;
- Sufficient storage space to save Communications (whether presented online, in e-mails or PDF) or the ability to print Communications.

If there is a substantial change in these requirements, you will be notified of the requirement changes accordingly.

We may request that you respond to an email to demonstrate you are able to receive these Communications.

### **Federal Law**

You acknowledge and agree that your consent to electronic Communications is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act, and that you and we both intend that the Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.

# **Termination/Changes**

We reserve the right, in our sole discretion, to discontinue the provision of your Communications, or to terminate or change the terms and conditions on which we provide Communications. We will provide you with notice of any such termination or change as required by law.

### Consent

By checking "I agree" you adopt the check as your electronic signature and you give your affirmative consent to provide electronic Communications to you as described herein. You further agree that your computer satisfies the hardware and software requirements specified above and that you have provided us with a current e-mail address at which we may send electronic Communications to you.