



Terms and Conditions for Business Clients

Effective Date: September 2023



Welcome to Conotoxia

Conotoxia is a Delaware registered corporation and is headquartered in Chicago, Illinois.

Our business-to-business services (“International Payments and Transfers”) enable our business clients to make online international payments to companies, merchants, and individuals, or to transfer funds from their US bank account to an eligible external bank account, own by the company and held in a specific European country as listed at: <https://conotoxia.com/en-us/business>.

Wherein these Terms and Conditions reference is made to “Conotoxia”, “we”, “us”, or “our”, reference is made to Conotoxia.

Definitions

The following terms have the meaning set forth below:

- App means Conotoxia’s mobile application software, the data supplied with the software and associated media.
- App Store and Google Play Rules means the terms and conditions between individual and digital distribution platforms (both IOS and Android, respectively) through which an individual downloads the mobile application onto their device.
- Applicable Law means any federal, state, or other governmental law or regulation that applies to the services.
- “Business Day” refers to Monday through Friday, excluding federal holidays.
- “Payment Service” refers to a service that allows you to send payments to a merchant, vendor or individual overseas.
- “Transfer Service” refers to a service that allows you to send funds to your eligible external account held at a bank overseas.
- “Cancelled” means when a payment or transfer will neither be processed nor sent for any reason;
- “External account” means checking or savings accounts registered to you and held by a financial institution outside of the United States of America. The account holder of the External Account must be the same business entity as the entity who is authorized to access and transact with Conotoxia;
- “Payee” means the merchant or other entity to whom you designate a payment to be directed;
- “Recipient” means any merchant, entity or person specified by you as the authorized recipient of the Payment or Transfer.
- “Instructions” means the information provided by you to us for a payment or transfer to be delivered to the Payee or to your External Account;
- “Pending” means any instruction that you have requested to be made that has not started to process and has not been Cancelled by you;
- “Processed” means an electronic payment has been sent to the Payee or a transfer has been sent to your External account; however, since the recipients or the receiving institutions do not provide us with confirmation of receipt or processing of electronic payments, you need to contact the payee or your External Account financial institution directly for confirmation.
- “Conotoxia Account” means the account you have opened with us in accordance with the terms of these Terms and Conditions for use of our services through the Website or App.
- Conotoxia Materials means any software (including, without limitation the App, developer tools, sample source code, and code libraries), data, materials, content and printed and electronic documentation (including any specifications and integration guides) developed and provided by us or our affiliates to you, or available for download from our Website or App.
- Services means all products, services, content, features, technologies, or functions offered by us and all related websites, applications (including the App), and services (including the Website).
- Supported Country means a country where a beneficiary/recipient’s bank can be located and receive funds through the Services. Conotoxia’s supported country are listed here at: <https://conotoxia.com/en-us/business>



- Supported Currency means a currency that is available through our Services. Recipient may receive their funds pursuant to a Transaction. Conotoxia's supported currencies can be found here at <https://conotoxia.com/en-us/business/available-curriencies> and are subject to change.
- Website means any webpage, including but not limited to <https://conotoxia.com/en-us/business>, where we provide Services to you.

General Terms

These Terms and Conditions govern the availability and use of the Conotoxia Services ("International Payments and Transfers"). Together with our Privacy Policy, Pricing and Fees, and any other related terms and conditions, they constitute the legal relationship between you and Conotoxia. By registering to use the Conotoxia Services, you agree to these Terms and Conditions. To the extent you use additional Conotoxia services, you may have to accept additional terms and conditions as notified to you when you register for or use such services. You are responsible for regularly reviewing these Terms and Conditions. You can always view the current Terms and Conditions online by logging-in to your online Conotoxia Account via Conotoxia website or mobile application.

Conotoxia may, in its sole discretion, amend, revise, or update these Terms and Conditions and any additional terms and conditions that may apply, in its sole discretion, and it will post the amended Terms and Conditions in the relevant section of the Conotoxia website. We may notify you via text, email, or a message within your Conotoxia Account available on the website of any changes to our terms and conditions and shall try to give you advance notice of such changes prior to their coming into effect ("Change Notice"). Any change will come into effect following the required notice period as applicable to you. Notwithstanding the foregoing, any change which is (1) favorable to you; (2) required by applicable law; (3) related to the addition of a new service and/or extra functionality to the existing Services; or (4) neither reduces your rights nor increases your responsibilities, will enter into effect at such time as stated in the applicable Change Notice.

Any such change will not affect any transaction that was initiated prior to the effective date of such change. You may accept or reject the proposed change(s) before the date of proposed entry into force however your continued use of the Conotoxia Services after notice of the changes shall constitute your consent to such changes. If you do not agree with the changes to the Terms and Conditions, you may at any time terminate these Terms and Conditions in accordance with our account closing procedure detailed below.

Conotoxia Services

Conotoxia Services ("International Payments and Transfers") enable you to make global business payments and transfers. Conotoxia is an independent contractor and you appoint Conotoxia to facilitate these payments on your behalf. We are a business to business payment solutions provider based in the United States of America and to the extent permissible by its law. Please note that in many cases whereby our services involve transactions between jurisdictions that do not have the same payment laws and where different payment providers may be involved in the transaction, as such many of the provisions of US laws may not apply. In such instant, laws of such jurisdictions will supersede US laws.

Conotoxia is not your agent or trustee for the purpose of carrying out the sale of products or services that are paid for with the Conotoxia Services, and does not have control of, or liability for, the products or services. We do not guarantee or ensure that a buyer or a seller will complete a transaction and we make no representation or warranty as to any products and services provided or delivery thereof.

The Conotoxia Services are payment and funds transfer services; they are not a credit, charge or debit card and are not a bank account nor do they offer the features and benefits of a traditional bank account. The funds held in connection with the Conotoxia Services do not constitute deposits and do not earn any interest. The funds sent to Conotoxia and held by Conotoxia are for the sole purpose of facilitating a payment or transfer on behalf of the corporate customer. The funds held by Conotoxia belong to the person or legal entity that registered for the Conotoxia Services and that is legally entitled to those funds. No person or entity other than such registered user has any rights in relation to the funds held in connection with the Conotoxia



Services. You may not assign or transfer your right to utilize the Conotoxia Services to a third party or otherwise grant any third party a legal or equitable interest in connection with your use of the Conotoxia Services.

Conotoxia Services are available in different currencies, including US Dollars, Euros, British Pounds, and other currencies offered by Conotoxia. See complete list of currencies offered by Conotoxia: <https://conotoxia.com/en-us/business/available-currencies>

Conotoxia strictly prohibits using the Conotoxia Services while impersonating any person or entity or falsely claiming an affiliation with any person or entity. The Conotoxia Services are intended to enable payments and transfers for business-related and commercial activities and are not intended for personal or person-to-person use. We will block any and all payments initiated for personal reasons. By using the Conotoxia Services you also confirm that you will not accept payments in connection with any prohibited activities detailed in the Prohibited Transactions section of these Terms and Conditions.

Conotoxia Account

In order to use our Services, you must first register and open a Conotoxia Account by providing certain information about your business and key individuals who are authorized to make transactions on behalf of the business. In an effort to combat money laundering activities and funding of terrorism, US Federal law requires us to obtain, verify and record information that identifies the company and its person(s) who are authorized to open an account and transact on behalf of the business. What this means for you is that as part of the application to establish a Conotoxia account, we will ask you for information about your business and its persons, including but not limited to company name, address of operation, EIN/ITIN, (IRS issued employer identification number) and other information that will allow us to identify your business. For the company's authorized personnel, we will ask for name, date of birth, title or position with the company, SSN (Social Security Number), and other information that will allow us to identify the authorized persons. We may also request for documents related to your company (i.e., a copy of IRS issued 147C letter, Articles of Incorporation, etc.); and for individuals, we may request for a driver's license, verification of control, or other identifying documents that authorize the person(s) to represent the company. If you refuse or fail to provide the requested information, or if we are unable to verify the information you provide us or able to verify your information to our satisfaction, Conotoxia, in its sole discretion, reserves the right to decline your application as well as your access to our services; and/or discontinue your access to or use any previously established accounts or any services at any time. Furthermore, you may be subject to civil and criminal proceedings.

In addition, the law requires Conotoxia to ensure that we do not conduct business with individuals, entities and/or countries listed on the U.S. Treasury Department's Office of Foreign Assets Control (or "OFAC") list of Specially Designated Nationals and Blocked Entities. This means that Conotoxia is required to screen all transactions, customers, and related parties. From time to time, certain transactions may be delayed and/or blocked, and will require us to investigate to ensure that neither the customer, the recipient, nor the transaction has been prohibited by OFAC. If necessary, we may request additional information from you to complete our investigation. Conotoxia, in its sole discretion, maintains the right to reject the transaction, block and/or close your account if it is established that OFAC sanctions have been violated.

All the information you provide during the application process, or any time thereafter must be complete, accurate and truthful. You are responsible for keeping your information current, including your mailing address, email address, telephone number, and other contact information in your Conotoxia Account profile. We reserve the right to refuse or discontinue providing the Services to any person or business at any time for any reason.

Using Our International Payments and Transfers Service

The International Payments and Transfers Service allows our corporate clients to instruct Conotoxia to facilitate payments to designated vendors, merchants, companies, or individuals ("recipients") located outside of the US, and the funds are considered payments for goods and services rendered to the client. In order for us to facilitate the transaction, you may be required to provide us with additional information and documents prior to or in connection with the transaction, including but not limited to the nature of the payment/transfer (i.e., invoices, contracts, agreements, etc.), the source of the funds, and/or any other information which may be required under our Know Your Customer policy or under any applicable law or regulation.



Conotoxia may also ask the corporate client to provide us with any information it holds on you to establish clear and relevant client-provider relationships. In case where such information is not provided and/or we cannot establish clear and relevant relationship between you and the beneficiary, Conotoxia at its sole discretion may delay, reject, suspend the transaction as well as this service and/or deny your use thereof. All information you provide us must be accurate and complete. If we cannot verify that this information is accurate, we may deny/terminate your use of this service.

You may fund the payment transaction or transfer by sending us the funds by a wire transfer. We do not accept cash, mailed check, or electronic check or ACH. After initiating your payment or transfer Service Request on our website or mobile app, you agree to send the funds to Conotoxia by wire to complete the payment transaction or transfer on your behalf. Once we received your funds (denominated in USD) in full, Conotoxia and its affiliate will process your payment instructions and direct the funds (denominated in recipient's local currency) to be credited to a foreign local bank account ("recipient's bank account") as per your instruction. You agree that the funds sent to Conotoxia are sufficient and equal to the transaction amount initiated by you. If sufficient funds are not received by Conotoxia as per transaction amount, Conotoxia will not process the transaction, and funds will be returned back to you for insufficient funds.

IF THERE ARE INSUFFICIENT FUNDS TO COVER YOUR PAYMENT OR TRANSFER, WE WILL NOT PROCESS THE TRANSACTION. IT IS YOUR RESPONSIBILITY TO ENSURE THAT WE RECEIVE SUFFICIENT FUNDS TO BE ABLE TO MAKE THE PAYMENT OR TRANSFER. IN CASE OF INSUFFICIENT FUNDS, THE TRANSACTION WILL NOT BE PROCESSED AND WILL BE REJECTED. WE SHALL NOT BE RESPONSIBLE OR BE HELD LIABLE FOR ANY CHARGES IMPOSED, OR ANY OTHER ACTION BY YOU OR YOUR CORPORATE CLIENT ("PAYEE") DUE TO LATE PAYMENT, INCLUDING ANY APPLICABLE FINANCE CHARGES AND/OR LATE FEES UNLESS WE CAUSE PROCESSING DELAYS THAT CAUSE YOUR PAYMENT TO BE LATE.

The beneficiary or recipient's bank account may be located in any country that Conotoxia offers its services, except those sanctioned by the U.S. Office of Foreign Assets Control (OFAC). Conotoxia may update and amend the list of countries supported hereunder from time to time at our discretion. When designating a beneficiary's bank account, you must ensure that the payment details you enter are correct and complete. Failure to provide Conotoxia with accurate banking information shall be your sole responsibility. We will not be liable for payments or transfers being sent to the wrong account as result of you providing us incorrect payment and/or banking details. You must ensure that the account number, routing number, sort code, IBAN and/or BIC/SWIFT, and any other required information, are correct. Conotoxia will not be liable for payments being sent to the wrong bank account as result of you providing incorrect payment details. In the event that the payment information you provided to Conotoxia is incorrect and the transaction initiated and processed based on the information is later rejected, you may be charged payment transaction rejection/return fees which may be deducted from your current payment/transfer or any future payments or transfers. In case where a payment or transfer is sent to the incorrect bank account due to the incorrect information you provided us, Conotoxia is not responsible and shall not be held liable for the delay in the reversal or return of funds or the timing of such or the lack thereof.

You agree that the funds sent to Conotoxia to facilitate the transaction are your funds and they do not belong to someone else nor have they been assigned to you to transact on someone else's behalf. If it is discovered that the funds received by Conotoxia do not belong to you, the account holder, you should be aware that we have the right to reverse the transaction and return the funds to the originating bank account, with or without your knowledge or permission. Any fees or charges incurred by Conotoxia in connection to the reversal may be deducted from your future payments and transfers. In such case, Conotoxia at its sole discretion may take certain action against your account, including but not limited to delay, reject, and suspension of future transactions and/or the termination of your ability to use this service.

We reserve the right to reject or limit payments for reasons related to compliance with anti-money laundering regulations or our risk management policies where we have objective and justified reasons relating to the security of this service or the suspicion of unauthorized or fraudulent use of it. When rejecting a payment or transfer, we will notify you and will disclose the reason for the rejection to the extent not prohibited under law. We reserve the right to stop offering this service or any part thereof at any time and you may stop using this service at any time.

Registering for Our Service



A business or an individual engaging in commercial activity may apply and register with Conotoxia to use our international payments and transfers service, subject to Conotoxia's Know Your Customer ("KYC") process and our approval policies at the time of your registration. To use our service, you must first register on our website or mobile app by providing certain information and details about your business and those individuals authorized to make transactions on behalf of the business. As part of the registration process, you will need to accept these Terms and Conditions, and other Conotoxia policies pertaining to registration and the use of the service, including our Fees Schedule and Privacy Policy. You acknowledge that additional services may be added at any time and you may be asked to accept additional terms and conditions covering such services.

You authorize Conotoxia, directly or indirectly through third parties, to make any inquiries we consider necessary to validate your identity or the identity of your company, as applicable under our KYC policy and process. Certain information we require you to provide about the company may include but not limited to business identification number ("EIN/ITIN"), business registration and incorporation information and supporting documents, and other information that will allow us to reasonably identify the company; and for individuals authorized to conduct financial transactions by the company, we may ask for date of birth, social security number ("SSN"), driver's license, passport and/or other identifying documents that will allow us to reasonably identify the individuals qualified to transact on behalf of the company. We may also require you to take steps to confirm ownership of your email address and provide documents confirming corporate authorization to make transaction for the business. Conotoxia reserves the right to close, suspend, or limit access to your Conotoxia Account and/or the Services in the event we are unable to obtain or verify this information or if the information does not satisfy our policy requirements.

If you registered for a Conotoxia Account on behalf of a business or commercial entity, you must be legally authorized under the business entity's formation documents and/or under applicable law to represent the entity. Therefore, you hereby represent that you are authorized to agree to these Terms and Conditions and you are allowed to use our service by the laws and regulations of the jurisdiction governing the business entity. You must comply with any applicable laws in relevant jurisdictions. By registering, you represent and warrant to us that your use of our service does not violate any laws or regulations applicable to you.

Maintaining Your Account

You must ensure that your information on record with us is always accurate and up to date. Conotoxia relies on the information we have on your account to facilitate your payments and transfers. Conotoxia shall not be liable for any transaction delay, rejection, or loss arising out of your failure to maintain accurate account information. We may ask you at any time to confirm the accuracy of your information or to provide documents or other evidence to verify such information.

We may contact you by email, text, or phone, or your Conotoxia Account under our website or in other ways described in the How We Communicate section below, with information or notices regarding your use of our services. It is your responsibility to monitor and regularly check your Account online and the proper functioning of your text application, your email account, or other methods of communication that you have registered with Conotoxia and to promptly retrieve and read messages relating to your use of our services. Conotoxia shall not be responsible for your inability to use our services due to any failure to notify or receive notification of change details in accordance with these terms and conditions.

Information regarding payments received, payments processed, and payments sent are displayed in the online transaction history under your online Conotoxia Account on the Conotoxia website, together with applicable fees charged. You should check your Conotoxia transaction history regularly to ensure all information and details of your transactions are accurate and properly reflected to your own records. You should contact us and report any irregularities or clarify any questions you have as soon as possible by contacting Conotoxia Support Team.

In order to file a claim for an unauthorized or incorrectly executed transaction, you must immediately notify us after becoming aware of the unauthorized or incorrect transaction, and in any event no later than five (5) business days after the transaction.

We may close, suspend, or limit your account access and your ability to use our service if you violate these terms and conditions or, any other agreements you enter into with Conotoxia or pursuant to any proprietary fraud and risk modeling used by Conotoxia when assessing the risk associated with your use of our services. We may also limit your access and your funds per the instructions of law enforcement or regulators.



Keeping Your Account Secured

Your Conotoxia Account is protected by password. To keep your account safe, you must take all reasonable steps to keep your Conotoxia Account password and any other security related details safe at all times and never disclose them to anyone. Conotoxia and its representatives will never ask you to provide your password to us or to a third party. Any message you receive or website you visit that asks for your password, other than the Conotoxia website should be reported to us. If you are in doubt whether a website is genuine, you should contact our Customer Support. It is advisable to change your password regularly (by following the instructions under your Conotoxia Account) in order to reduce the risk of a security breach. We also advise you not to choose a password that is easily determined from information someone may know or gather about you.

We may require you to verify your identity when signing in to your Conotoxia Account by sending a verification code to your email or mobile phone via SMS ("Two Step Verification"). You may need to go through the Two Step Verification to access your Conotoxia Account and to perform certain actions using the services (e.g., make a Payment or Transfer, change account authorization, etc.). You authorize Conotoxia to use the mobile number or email account registered with your Account for purpose of the Two Step Verification. You are responsible for maintaining adequate security and control of any and all IDs, passwords, or any other details that you use to access your Conotoxia Account. You must take all reasonable care to ensure that your e-mail account(s) and mobile phone are secure and only accessed by you, as your e-mail address and/or SMS may be used for Two Step Verification and/or to reset passwords or to communicate with you about the security of your Conotoxia Account. If the e-mail addresses or phone/mobile number registered with your Conotoxia Account is compromised, you should immediately contact Customer Support. Regardless of whether you are using a public, a shared or your own computer to access your Conotoxia Account, you must always ensure that your login details are not stored by the browser or cached or otherwise recorded. You should never use any functionality that allows login details or passwords to be stored by the computer you are using.

If you have any indication or suspicion of your Conotoxia Account, login details, password or other security feature being lost, stolen, misappropriated, used without authorization, or otherwise compromised, you must immediately change your password and notify us as soon as possible and/or contact Customer Care. **ANY DELAY IN OR FAILURE TO NOTIFY US MAY NOT ONLY AFFECT THE SECURITY OF YOUR CONOTOXIA ACCOUNT BUT MAY RESULT IN YOU BEING LIABLE FOR ANY TRANSACTIONS AND LOSSES AS A RESULT.**

We may suspend your Conotoxia Account or otherwise restrict its functionality, in our sole discretion, on grounds relating to the security of the Account or any of its security features or if we suspect that an unauthorized or fraudulent use of your Account has occurred or that any of its security features have been compromised. We will lift the suspension and/or the restriction as soon as practicable after the circumstances for the suspension and/or restriction have ceased to exist.

Only the individual named in Conotoxia records is authorized to use our Services. You may not appoint or authorize additional persons to use our Services without registering with Conotoxia. You are responsible for all transactions initiated and fees incurred by use of the Services. If you allow another person to have access, we will treat this as if you have authorized such use, and you will be liable for all transactions and fees incurred by such use. You are wholly responsible for your use of the Conotoxia Services in accordance with these Terms and Conditions.

Prohibited Transactions

Prohibited transactions are payments or transfers that violate or appear to violate any local, state, or federal law or regulation. In general, for the purpose of cross-border international payments and transfers, prohibited transactions are business, trade or financial transactions and other dealings with certain countries, entities, and individuals that are considered a threat to the foreign policy, economic stability, and national security of the United States and which no U.S. persons or entities may engage unless authorized by OFAC or expressly exempted by the statute. For component details, see 31 CFR 596.201 – Prohibited financial transactions. Our Services rely on relationships with banks and financial institutions, as such, transactions deemed to cause or be in violation of the Prohibited Transactions statutes will be blocked and rejected. Prohibited transactions may include but not limited to:

- Investments in a country that is blocked or in property that a blocked government or Specially Designated National (SDN) owns, controls, or has an interest.
- Directly or indirectly importing or exporting goods or services from or to a blocked country, government, regime, or SDN.



- Conducting any other transactions concerning goods or services, or products that originate from a targeted nation.
- Facilitating any transaction that economic or trade sanctions prohibit a US person or entity from engaging in or conducting.
- Transferring funds to and/or from financial accounts in which an SDN or blocked person or entity has an interest or which are located in a targeted nation.

It is strictly forbidden to make or receive payments as consideration for or in connection with any product, service, line of business listed under Prohibited Transactions.

You will not use the Conotoxia Services or its website for any illegal, fraudulent, or other prohibited activity. If Conotoxia suspects that you may be engaging in or have engaged in a fraudulent, illegal, or prohibited activity, including any violation of these Terms and Conditions, we have the right to suspend or terminate your access to the Conotoxia Services and website. Additionally, depending on the severity of the violations, we may contact and report to law enforcement.

Notwithstanding the foregoing, Conotoxia may pre-approve the use of the Conotoxia Services in connection with any one or more of the above, following review and examination of circumstances thereof, and subject to its sole discretion.

You may not use the Conotoxia Services if you are residing, working, or conducting business in any country restricted by the U.S. Office of Foreign Assets Control or any other territory specified by Conotoxia from time to time in its sole discretion.

It is strictly forbidden to use our Services for any illegal purposes including but not limited to fraud and money laundering. We will report any suspicious activity to the relevant law enforcement agency. You are prohibited from using the Conotoxia Services in any attempt to abuse, exploit or circumvent any law or regulation.

We reserve the right to suspend or terminate your use of the Conotoxia Services at any time if we reasonably believe to be required to do so by law or in order to comply with recommendations issued by a relevant government authority or recognized body for the prevention of financial crime thereof.

If you conduct or attempt to conduct any transaction in violation of the prohibitions contained in this section or without the necessary approval from Conotoxia, we reserve the right to (i) reverse the transaction; (ii) terminate or suspend your use of the Conotoxia Services; (iii) report the transaction to the relevant law enforcement agency; and (iv) claim damages from you. provided however suspension of the Conotoxia Services will be only made where we have objectively justified reasons relating to the security of any Conotoxia Service, or the suspicion of unauthorized or fraudulent use of any Conotoxia Service.

Your Data

We will ensure that all your personal information is held in accordance with applicable data privacy law and our published Privacy Policy. Please make yourself familiar with the Privacy Policy by visiting our website, www.conotoxia.com/privacy. Conotoxia in its sole discretion may amend the Privacy Policy by an update on the Privacy Policy page of the Conotoxia website. You may review the Privacy Policy at any time by clicking on the Privacy Policy section on the Conotoxia website.

You will receive notifications via your Conotoxia Account or by email that will inform you about new product features, promotions, etc. By accepting these Terms and Conditions, you agree to receive such notifications on a regular basis. If you do not wish to receive any notifications from us, please contact Conotoxia Customer Support or change the settings on your device.

You acknowledge and agree that Conotoxia reserves the right to access and disclose personal data relating to you and/or your transactions to comply with all applicable laws and lawful requests from government and/or other regulatory authorities, and/or to protect Conotoxia, its customers and other users; and to disclose personal data to third parties if we have reasonable evidence to believe your use of the Account is in violation of these terms or if Conotoxia is otherwise obliged or has needs to disclose such information to relevant authority.



Fees

All pricing and fees (the "Pricing and Fees") are incorporated herein by reference and form part of these Terms and Conditions. Pricing and Fees are subject to change at Conotoxia's sole discretion. We also reserve the option, in our business judgment, to waive, reduce, or reserve charges or fees in individual situations.

You agree to pay all Pricing and Fees and your continued use of the Conotoxia Services indicates your continued acceptance of the Pricing and Fees. We will publish any updated Fees online and post a message to your Conotoxia Account or notify you via email as necessary. If you are unclear as to any applicable Fee, you should contact Conotoxia Customer Support.

The fees charged by Conotoxia for a payment transaction or transfer will be shown during the transaction ordering process and upon confirming your transaction. By confirming your order, you agree upon execution of the transaction to pay Conotoxia the fees in connection with the payment transaction or transfer. Transaction fees will be charged when the transaction is executed.

Currency Conversion and Exchange Rate

Your transactions will be subject to currency conversion. International payment and transfer transactions involve a currency conversion by Conotoxia converting US dollars ("USD") into a Supported Local Currency ("SLC") at a foreign exchange rate determined by Conotoxia based on the wholesale market rate at which Conotoxia is able to obtain the relevant currencies. We convert your payment or transfer, denominated in USD into a SLC and facilitate the payment or transfer by depositing the SLC equivalent amount directly into a bank account designated by you.

When you place an order with us, we will let you know the exchange rate (USD/SLC). You understand and agree that the offered exchange rate is a specific offer from Conotoxia at that time specifically to you and may not be reflective of the exchange rate offered on the currency markets at the time it is presented to you. In the event of significant movements in the foreign currency markets, you are guaranteed the exchange rate that we quoted you. However, if we do not receive your funds for the payment or transfer within a reasonable time frame from the time you submit your Service Request, we reserve the right to not process your payment or transfer request, even after we received your funds.

You understand and agree that other currency conversion services may offer a more favorable exchange rate than offered by Conotoxia. You agree that you are responsible for comparing the exchange rate offered by Conotoxia with the exchange rates offered by others. You understand and agree that Conotoxia may make a profit from the exchange rate offered to you. What this means is that the Conotoxia may offer you an exchange rate where the rate of one currency for another is greater than the rate that the Conotoxia acquired the other currency in connection with your Payment or Transfer.

Transaction Limits

Transaction Limits	Daily Per Transaction	Maximum Daily (Aggregate)
Payments or Transfers	\$500,000	\$5,000,000

We reserve the right to determine your limits, including to reject or limit your payment transaction or transfer thresholds for reasons related to compliance with anti-money laundering regulations or our risk management policies where we have objective and justified reasons relating to the security of this service or the suspicion of unauthorized or fraudulent use of it at any time.

We reserve the right to determine the limits and eligibility and to restrict categories of recipients to whom payments or transfers may be made in our sole discretion.



You acknowledge and agree that in many cases whereby our services involve transactions between jurisdictions that do not have the same payment laws and where different payment providers may be involved in the transaction, as such many of the provisions of US laws may not apply. In such instant, laws of such jurisdictions will supersede US laws. We shall not be responsible for funding delays or any charges imposed, or any other action caused by the laws of such jurisdictions.

Service Delivery

Our Payments and Transfer Service is available 24 hours a day, 7 days a week, including weekends and state and federal holidays. You may submit your payment and transfer request at any time by accessing your Conotoxia Account. However, Payments and transfers are processed only when we have received your funds, not when you have completed your payment or transfer service request on our website or mobile app. From time to time, our Service may be unavailable due to scheduled or unscheduled maintenance.

Funds received by us between the hours of:

- 12:00 AM and 8:00 AM (Eastern Standard Time) will be processed by us on the same business day.
- 8:01 AM and 11:59 PM (Eastern Standard Time) will be processed by us by the next business day.

The speed of our service is dependent on our bank partners in the US and in local foreign markets. Your payments and transfers may be delayed due to US and local foreign markets banking holidays. If you initiate a wire transfer to Conotoxia on a non-business day or on a bank holiday, funds will not be received by us until the next bank business day; or if we initiate a wire transfer to a recipient's bank account on a non-business day or on a bank holiday, funds will not be credited to the recipient's account until the next bank business day. In addition, in certain jurisdictions, we may not have any control over the time it may take for you or a Recipient's bank or payment provider to credit and make available funds to you or your Recipient once we make the funds available to you or the Recipient's bank or payment provider.

For this reason, we recommend that you select the date and time to initiate any payment or transfer to the Recipient sufficiently in advance of the actual due date of your payment obligation to ensure that your payment or transfer reaches the Recipient on or before your due date and not after the due date.

Conotoxia may rely on correspondent banks, third party financial institutions, or on local payment providers with whom we have payment arrangements and who are regulated in their respective markets and comply with their local laws. We do not guarantee the availability of any particular transfer method and may make changes to discontinue a particular method at any time. As such, the completion, delay, and the exact time of delivery of any payment or transfer cannot be guaranteed by us. We will notify you when we have released the funds to the Recipient's bank account. However, we make no representation nor can we confirm that the funds have been delivered to the intended bank account as we will have no knowledge of the time when the funds will be posted to the Recipient's bank account. Once the transferred funds are received by your designated Recipient, Conotoxia is no longer liable for it.

If we do not complete a payment or transfer to a Recipient's account designated by you in the correct amount or according to our agreement with you, we will be liable for those damages. However, there are exceptions that may delay or stop our ability to process the payment or transfer. We will not be liable for example:

- If, through no fault of ours, we do not receive sufficient funds from you to process the payment or transfer;
- Your operating system or software was not functioning properly at the time you attempted to initiate such payment or transfer request and it was evident to you at the time you submitted the payment or transfer request;
- Circumstances beyond our control, such as fires, floods, acts of God, power outages and the like;
- Financial institutions and third parties involved in the transaction mishandle or delays processing or posting a payment or transfer sent by you;
- If you have not provided us with complete and correct payment and transfer information, including without limitation the financial institution name, address, account number, payment amount or transfer amount to the designated Recipient's account;
- If the transaction(s) are subject to review by the Sending Institution or Receiving Institution for fraud, regulatory or compliance purposes;
- Due to court or government orders



The list of examples set forth is meant to illustrate circumstances under which we would not be liable for failing to make a payment or transfer and is not intended to list all of the circumstances where we would not be liable.

How We Communicate

To the fullest extent permitted by law, these Terms and Conditions and any other agreements, notices, or other communications from Conotoxia to you regarding our services being offered ("Communications") may be provided to you electronically, and you consent and agree to receive Communications in an electronic form. Electronic Communications may be posted on the pages within the Conotoxia website and/or delivered to your email address. You can print a paper copy of or download any electronic Communication and retain it for your records. All communications in electronic format will be considered to be "in writing," and to have been received no later than five (5) business days after posting or dissemination, whether or not you have received or retrieved the Communications. Conotoxia reserves the right to provide Communications in paper format. Your consent to receive Communications electronically is valid until you revoke your consent by notifying us. If you revoke your consent to receive Communications electronically, we may terminate your right to use the Conotoxia website and/or Conotoxia Services, and you accept sole liability for any consequence resulting from suspension or termination of the Conotoxia Services to the extent permitted by law.

We usually communicate to you via e-mail or by posting messages to the Conotoxia Account section of the Conotoxia website or App. For this purpose, you must at all times maintain at least one valid e-mail address. You are required to check for incoming messages regularly and frequently. Messages may contain links to further communication on our website. Any communication or notice sent by e-mail will be deemed received by you on the same day. Where legislation requires us to provide information to you on a durable medium, we will either send you an e-mail (with or without attachment) or send you a notification pointing you to information on our website in a way that enables you to print and retain the information or another format that can be retained by you permanently for future reference. You can request a copy of the current Terms and Conditions or any other contractual document relevant to you by contacting Conotoxia Customer Support.

Apart from communicating via e-mail, we may contact you via letter, telephone, SMS or mobile phone, where appropriate, and we may require communication via SMS in order to authenticate authorization for payments and transfers, help you reset your password, authenticate other activity or for other security purposes. Any communication or notice sent by post will be deemed received three (3) days from the date of posting. Any communication or notice sent by SMS will be deemed received the same day.

We may make available different languages for communication, but we reserve the right to communicate with you in English and you will always accept communications made to you in English. If you are unsure whether a communication is originating from us, please contact Conotoxia Customer Support.

Complaints

Any complaints about us or the services we provide should be addressed to us in the first instance by contacting our Customer Support Team. You should clearly indicate that you wish to make a complaint to us. This helps us to distinguish a complaint from a typical query. We may send an acknowledgement of complaint or request additional information from you regarding your complaint.

Our goal is to provide you with a prompt answer or resolution to your complaint where possible. Nothing contained herein, however, constitutes a commitment by Conotoxia to resolve your complaint. We will acknowledge each complaint within no less than 5 business days of the complaint being received. You will be provided with the name of a one of more individuals appointed by us to be your point of contact in relation to the complaint until the complaint has been resolved or cannot be progressed any further. We will reply to a complaint from you addressing the points raised by you in your complaint within 15 business days of receipt of the complaint and in exceptional circumstance, within 35 days of receipt of the complaint. The aforementioned procedures do not apply where the complaint has been resolved to your satisfaction within five business days of receipt of the complaint. If you are not satisfied with the response provided by a member of our Customer Support



Team, you may request or forward your complaint to a supervisor who should be able to help resolve any complaints that are not fully resolved. All complaints process will be available in English.

Errors Resolution

YOU ARE RESPONSIBLE FOR THE INFORMATION YOU PROVIDE US IN CONNECTION WITH A PAYMENT OR TRANSFER REQUEST. WE HAVE NO RESPONSIBILITY FOR AND SHALL NOT BE LIABLE TO YOU IN CONNECTION WITH ANY DISPUTE BETWEEN YOU AND A RECEIVER. BY SUBMITTING A PAYMENT OR TRANSFER REQUEST, YOU IRREVOCABLY AND UNCONDITIONALLY AUTHORIZE US TO INITIATE A PAYMENT OR TRANSFER USING THE RECEIVER INFORMATION. WE WILL PROCESS THE TRANSACTION BASED ON THE INFORMATION WE RECEIVED FROM YOU. WE MAKE NO REPRESENTATION THAT THE INFORMATION AVAILABLE TO US IS CORRECT, AND YOU ARE RESPONSIBLE FOR VERIFYING THE RECEIVER INFORMATION IS ACCURATE AND COMPLETE, THAT SUCH INFORMATION IS ASSOCIATED WITH INTENDED RECEIVER, AND THAT THE AMOUNT OF THE PAYMENT OR TRANSFER IS CORRECT PRIOR TO SUBMITTING A SERVICE. ONCE THE TRANSACTION IS PROCESSED, IT CANNOT BE REVERSED. EXCEPT AS OTHERWISE REQUIRED BY LAW, WE SHALL HAVE NO LIABILITY TO YOU WITH RESPECT TO ANY LOSS THAT YOU EXPERIENCE DUE TO THE INACCURACY OR INCOMPLETENESS OF SUCH RECEIVER INFORMATION, THE FAILURE OF SUCH INFORMATION TO BE ASSOCIATED WITH YOUR INTENDED RECEIVER, OR YOUR FAILURE TO CORRECTLY ENTER THE RECEIVER INFORMATION OR THE SERVICE TRANSFER AMOUNT.

If you permit other persons to use or access your Conotoxia Account or allow such persons to make transactions on the Account, you are responsible for any transactions they authorize from your Account. If you believe that your Password has been lost or stolen or that someone has or may initiate a payment or transfer from your account without your permission, you must notify us at once by calling (800) 980-5766 or writing to us at support@us.conotoxia.com.

If you believe there is an error in connection with your payment or transfer, you should at once contact Conotoxia Customer Care Department at support@us.conotoxia.com or calling (800) 980-5766. By notifying us promptly when an error is identified, we shall take reasonable measures to assist you with correcting the error if applicable or with tracing and, if reasonably possible, recovering such payments, but we shall not be liable for any payments that cannot be recovered; however, if you do not tell us within 5 days after the transaction is initiated, we make no guarantees in our ability to assist you in any way.

When you do notify us of an error with your payment or transfer, please provide us with as much of the following information as possible: (i) your company name and address; (ii) the error or problem with the payment or transfer, and why you believe it is an error or problem; (iii) the name of the recipient, their telephone number and/or address; (iv) the dollar amount of the payment or transfer; and (v) the transaction confirmation number.

If you believe you have been a victim of a fraud or scam, you can report the fraud by contacting Customer Support at (800) 980-5766 or at reportfraud@us.conotoxia.com. Please provide the Company with as much information as possible. The company may also contact you for additional details to investigate your claim. Upon conclusion of the investigation, we will notify you of our findings.

Liability

It is entirely your responsibility to ensure that you only make payments or transfer to persons or entities in connection with commercial transactions in compliance with any applicable laws and regulations. If you are in doubt as to the legality of a supply or purchase, you should not continue with your payment or transfer.

In case of (i) an unauthorized payment or (ii) a payment that was incorrectly executed due to an error by us, we shall, immediately and in any event not later than the end of the business day immediately following the date of notification of the unauthorized transaction, refund the payment amount including all fees deducted therefrom. This shall not apply:

- Where we have reasonable ground for suspecting fraud relating to such unauthorized payment and we communicate those grounds to the relevant national authority in writing.



- Where the unauthorized payment arises from your failure to keep the personalized security features of your Conotoxia Account safe in accordance with the provisions of Keeping Your Account Secured Account security above;
- If you fail to notify us immediately of any loss of your password or other event that could reasonably be expected to have compromised the security of your Conotoxia Account after you have gained knowledge of such event in which case you shall remain liable for losses incurred up to your notification to us;
- In case the transaction was unauthorized, but you have compromised the security of your Conotoxia Account with intent, by default or gross negligence; or
- If you fail to dispute and bring the unauthorized or incorrectly executed transaction to our attention within 5-day period of time after the transaction is initiated.

In case of any incorrect or misdirected payment not due to our fault, we shall take reasonable measures to assist you with tracing and, if reasonably possible, recovering such payments, but we shall not be liable for any payments that cannot be recovered. You should check your transactions history regularly and frequently under your Conotoxia Account on the website and should contact Conotoxia Customer Support immediately if you have any questions or concerns.

We shall not be liable for any disruption or impairment of our service or for disruptions or impairments of intermediary services on which we rely for the performance of our obligations hereunder, provided that such disruption or impairment is due to abnormal and unforeseeable circumstances beyond our reasonable control or the control of the intermediary affected. We shall not be liable for any losses arising from our compliance with legal and regulatory requirements; and nothing in these Terms and Conditions shall operate to exclude liability for gross negligence, fraud, or fraudulent misrepresentation or for any statutory liability that cannot be excluded or amended by agreement between the parties.

You are solely responsible for reporting any payment to all applicable government tax authorities for all payments and transfers, including but not limited to, any customs or foreign currency controls. You represent and warrant that you adhere and are in compliance with any applicable domestic and foreign tax regulations and duties, including the U.S. Foreign Account Tax Compliance Act ("FATCA") and will remain compliant during the term of these Terms and Conditions.

You agree to defend, reimburse or compensate us and hold us harmless, including companies in our corporate group and any third parties on which we rely or partner with to deliver products and service harmless from any claim, demand, expenses or costs (including legal fees, fines or penalties) that we incur or suffer due to or arising out of your breach of these Terms and Conditions, breach of any applicable law or regulation and/or use of the Conotoxia Services. This provision shall survive termination of the relationship between you and us.

YOU AGREE THAT YOUR USE OF THE CONOTOXIA SERVICES IS AT YOUR OWN RISK. THE CONOTOXIA SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND. CONOTOXIA HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT SHALL CONOTOXIA, ITS AGENTS, REPRESENTATIVES, DIRECTORS, OFFICERS, EMPLOYEES AND AFFILIATES BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY LOSS OR INJURY OR ANY DAMAGES, EITHER DIRECT, INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHERWISE (INCLUDING, BUT NOT LIMITED TO LOST PROFITS, REPUTATION OR LOST SAVINGS) RESULTING FROM OR IN ANY WAY CONNECTED TO YOUR USE OF THESE SERVICES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY SHALL APPLY REGARDLESS OF WHETHER THE CLAIM ASSERTED IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. TO THE EXTENT PERMITTED BY LAW AND EXCEPT WHERE EXPRESSLY AGREED OTHERWISE UNDER THIS AGREEMENT IN NO EVENT SHALL CONOTOXIA'S LIABILITY TO YOU AT ANY TIME EXCEED THE AMOUNT OF THE TOTAL FEES PAID BY YOU TO CONOTOXIA. IN NO EVENT SHALL CONOTOXIA, ITS AFFILIATES, AGENTS, REPRESENTATIVES, DIRECTORS, OFFICERS, OR EMPLOYEES BE LIABLE FOR ANY ACT OR OMISSION RESULTING FROM ABNORMAL AND UNFORESEEABLE CIRCUMSTANCES BEYOND THEIR CONTROL, THE CONSEQUENCES OF WHICH WOULD HAVE BEEN UNAVOIDABLE DESPITE ALL EFFORTS TO THE CONTRARY, OR WHERE THEY ARE BOUND BY OTHER LEGAL OBLIGATIONS. YOU HEREBY WAIVE ANY AND ALL RIGHTS TO BRING ANY CLAIM OR ACTION RELATED TO YOUR USE OF THE



CONOTOXIA SERVICES BEYOND ONE (1) YEAR FROM THE FIRST OCCURRENCE OF THE ACT, EVENT, CONDITION OR OMISSION ON WHICH SUCH CLAIM OR ACTION IS BASED.

You further acknowledge that Conotoxia will provide the Conotoxia Services using facilities provided by banks, payment service providers, clearing networks and other third party payment processing services (collectively, "Service Providers"). No commercial agreement exists between the Service Providers and yourself and each of the service providers will accordingly have no direct liability to you.

Arbitration and Civil Proceedings

ANY CLAIMS ARISING OUT OF, RELATING TO, OR CONNECTED WITH THESE TERMS AND CONDITIONS MUST BE ASSERTED INDIVIDUALLY IN BINDING ARBITRATION CONDUCTED BY A SINGLE ARBITRATOR WITH EXPERIENCE IN CONSUMER ONLINE PAYMENT SERVICES DISPUTES ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION ("AAA") IN ACCORDANCE WITH ITS COMMERCIAL ARBITRATION RULES AND THE AAA SUPPLEMENTARY PROCEDURES FOR CONSUMER-RELATED DISPUTES.

THE ARBITRATOR WILL CONDUCT HEARINGS, IF ANY, BY TELECONFERENCE OR VIDEO CONFERENCE, RATHER THAN BY PERSONAL APPEARANCES, UNLESS THE ARBITRATOR DETERMINES UPON REQUEST BY YOU OR BY US THAT AN IN-PERSON HEARING IS APPROPRIATE. ANY IN-PERSON APPEARANCES WILL BE HELD AT A LOCATION WHICH IS REASONABLY CONVENIENT TO BOTH PARTIES WITH DUE CONSIDERATION OF THEIR ABILITY TO TRAVEL AND OTHER PERTINENT CIRCUMSTANCES. IF THE PARTIES ARE UNABLE TO AGREE ON A LOCATION, SUCH DETERMINATION SHOULD BE MADE BY THE AAA OR BY THE ARBITRATOR. THE ARBITRATOR'S DECISION WILL FOLLOW THE TERMS OF THIS AGREEMENT AND WILL BE FINAL AND BINDING. THE ARBITRATOR WILL HAVE AUTHORITY TO AWARD TEMPORARY, INTERIM OR PERMANENT INJUNCTIVE RELIEF OR RELIEF PROVIDING FOR SPECIFIC PERFORMANCE OF THIS AGREEMENT, BUT ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THE INDIVIDUAL CLAIM BEFORE THE ARBITRATOR. THE AWARD RENDERED BY THE ARBITRATOR MAY BE CONFIRMED AND ENFORCED IN ANY COURT HAVING JURISDICTION THEREOF.

TO THE EXTENT ALLOWED BY LAW, YOU AGREE TO IRREVOCABLY WAIVE ANY RIGHT YOU MAY HAVE TO A TRIAL BY JURY OR OTHER COURT TRIAL (OTHER THAN SMALL CLAIMS COURT) OR TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING FILED AGAINST US AND/OR RELATED THIRD PARTIES.

Termination and Suspension

We may terminate or suspend your engagement with us under these Terms and Conditions and your use of the Conotoxia Services hereunder at any time on immediate notice. You may terminate your use of the Conotoxia Services with us at any time by contacting our Customer Support Department. We may terminate or suspend your use of the Conotoxia Services with immediate effect, if or upon, as applicable: (a) your violation of these Terms and Conditions, (b) your provision of any false, incomplete, inaccurate, fraudulent or misleading information, (c) you are engaged in fraudulent, money laundering, terrorism financing or illegal activity or we reasonably suspect the same, (d) we reasonably believe that your Conotoxia Account has been compromised or for other security reasons, or (e) we are required to do so under any applicable law or regulation, or at the direction of any regulatory, law enforcement or other competent authority. We shall notify you either prior to the suspension or termination or, if prior notification is not possible under the circumstances, promptly after the suspension or termination, unless we are prohibited by law to notify you.

In case of pending transactions, once we have received all necessary information from you and all transactions and applicable and/or outstanding fees and charges have been processed and deducted, we will return any funds available to you provided that: (i) you have not acted fraudulently or with gross negligence or in such a way as to give rise to reasonable suspicion of fraud or gross negligence; and (ii) we are not required to withhold your funds by law or regulation, or at the request of the police, a court or any regulatory authority.



You may close your Conotoxia Account at any time by contacting our Customer Support Department at (800) 980-5766, or by email at support@us.conotoxia.com. You may not, however, close your Conotoxia Account to avoid an investigation. If you attempt to close your Conotoxia Account during an investigation, we at our discretion may withhold your funds until the investigation is fully completed. You agree that you will continue to be responsible for all obligations related to your Conotoxia Account even after it is closed.

Miscellaneous

- You acknowledge that the funds you send to Conotoxia in connection with a payment or transfer initiated by you is not a deposit or obligations of, or guaranteed by, Conotoxia Inc., its bank partners, its parent company Conotoxia Holding Sp zo.o., or any of its affiliates; is not insured by FDIC; is not an investment into Conotoxia Inc., its bank partners, its parent company Conotoxia Holding Sp zo.o., or any of its affiliates.
- You and your Recipient are responsible for any taxes which may be applicable to payments sent or received and that are owed directly by you or your recipient. It is your responsibility and that of your Recipient to collect, report and pay the relevant tax to the appropriate tax authority.
- No person other than you shall have any rights under these Terms and Conditions.
- Your use of the Conotoxia Services is personal to you and you may not assign any rights under the Terms and Conditions to any third party.
- The Conotoxia Services are provided “As-Is” and “Where Available” and without any representation or warranty, whether express, implied, or statutory. Conotoxia specifically disclaims any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement. We disclaim all warranties with respect to the Services to the fullest extent permissible under Applicable Law, including the warranties of merchantability, fitness for a particular purpose, non-infringement, and title.
- If any part of these Terms and Conditions is found by a court of competent jurisdiction to be invalid, unlawful, or unenforceable then such part shall be severed from the remainder of the Terms and Conditions, which shall continue to be valid and enforceable to the fullest extent permitted by law.
- Abandoned funds (Escheatment): To the extent Conotoxia has possession of undeliverable funds from you and is unable to return them to you for two (2) or more years as provided by Applicable Law, Conotoxia will send such funds to your state of residence. Conotoxia will determine your state of residence based on the state listed in the primary address for your Conotoxia Account. If your address is unknown, any funds due to you will be remitted to the State of Delaware, which may then, pursuant to Applicable Law, escheat such funds, meaning they become the property of the State, if the funds go unclaimed for two (2) years. Once funds have been escheated to the appropriate state authority, Conotoxia no longer holds those funds and you should contact the applicable state’s unclaimed property administrator directly to claim such funds.
- Our failure to act with respect to a breach of any of your obligations under these Terms and Conditions by you or others does not waive our right to act with respect to subsequent or similar breaches.

Other Terms

Intellectual Property

“Conotoxia.com,” “Conotoxia,” are all logos related to the Services that are either trademarks or Conotoxia’s licensors. You may not copy, imitate, modify, or use them without Conotoxia’s prior written consent. In addition, all page headers, custom graphics, button icons, and scripts are service marks, trademarks, and/or trade dress of Conotoxia. You may not copy, imitate, modify, or use them without our prior written consent. You may use HTML logos provided by Conotoxia for the purpose of directing web traffic to the Services. You may not alter, modify, or change these HTML logos in any way, use them in a manner that mischaracterizes Conotoxia or the Services or display them in any manner that implies Conotoxia’s sponsorship or endorsement. All right, title, and interest in and to the Conotoxia websites, any content thereon, the Services, the technology related to the Services, and any and all technology and any content created or derived from any of the foregoing is the exclusive property of Conotoxia and its licensors.



Translation of Terms and Conditions

Any translation of these Terms and Conditions is provided solely for your convenience and is not intended as a modification. Only the English language version of these Terms and Conditions is an official version. In the event of a conflict between the English version of these Terms and Conditions and a version in a language other than English, the English version shall control.

Privacy

Protecting your privacy is very important to us. Conotoxia, Inc. adheres to the requirements of the Financial Services Modernization Act, (Gramm-Leach-Bliley Act, 15 U.S.C. 6801-6827 (GLBA)). The GLBA requires financial institutions to explain their information-sharing practices to their consumers and to safeguard sensitive data. The GLBA regulates sharing of personal information about individuals who obtain financial products or services from financial institutions. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and sharing of your information.

Governing Law and Jurisdiction

These Terms and Conditions shall be governed by the laws of the State of Illinois. Any controversy, dispute, or claim arising out of or relating to the Terms and Conditions (a "Claim") shall be governed by and construed in accordance with the laws of the State of Illinois, except that body of law governing conflicts of law and except as otherwise provided in these Terms and Conditions.

You agree that, except to the extent inconsistent with or preempted by federal law and except as otherwise stated in these Terms and Conditions, you agree to irrevocably submit to the exclusive jurisdiction of the courts of the State of Illinois for the purpose of any suit, action or other proceeding arising out of these Terms and Conditions or your use of websites or the Services, regardless of your location.

Authorizing Third Party Service Providers

You may authorize third party service providers to access your Conotoxia Account to access your information. We are not responsible for any such third-party service provider's use of your Conotoxia Account or any information in your Conotoxia Account and you agree that you are solely responsible and liable for the third-party service provider's access to your account. Granting permission to a third party does not relieve you of your responsibilities under these Terms and Conditions, including notifying us if your Conotoxia Account has been compromised or if a Transfer is incorrect or unauthorized.

Conotoxia's Website and Mobile App

In consideration of you agreeing to abide by the terms of these Terms and Conditions, we grant you a non-transferable, non-exclusive license to use the App on your device subject to these Terms and Conditions and the Appstore Rules. We reserve all other rights. From time to time updates to the App may be issued. Depending on the update, you may not be able to use our Services via the App until you have downloaded the latest version of the App and accepted any new terms.

Information Security

Please see [Keeping Your Account Secured](#) above for further details on how to keep your Conotoxia Account safe.

You are responsible for configuring your information technology, computer programs and platform in order to access our Services. You should use your own virus protection software. You must not misuse our Services by introducing viruses, trojans, worms, logic bombs or other materials which are malicious or technologically harmful. You must not attempt to gain unauthorized access to the Services, or our website, our servers, computers or databases. You must not attack the Services,



including via our website with any type of denial-of-service attack. By breaching this provision, you may a criminal offence under Applicable Law, including the Computer Fraud and Abuse Act (18 U.S.C. 1030). We may report any such breach to the relevant law enforcement authorities, and we may co-operate with those authorities by disclosing your identity or other information to them. In the event of such a breach, your right to access and use our website and/or our Services will cease immediately without notice, and you must immediately cease all such access and use.

Third Party Materials

Certain Website or App functionality may present and make available access to third party information, products, services, and other materials ("Third Party Materials") or allow for the routing or transmission of such Third Party Materials, including via links. By using such functionality, you are directing us to access, route and transmit to you the applicable Third Party Materials.

We neither control nor endorse, nor are we responsible for, any Third Party Materials, including the accuracy, validity, timeliness, completeness, reliability, integrity, quality, legality, usefulness or safety of Third Party Materials, or any intellectual property rights therein. Certain Third Party Materials may, among other things, be inaccurate, misleading, or deceptive. Nothing in this Agreement shall be deemed to be a representation or warranty by us with respect to any Third Party Materials. We have no obligation to monitor Third Party Materials, and we may block or disable access to any Third Party Materials (in whole or part) through the Website or App at any time. In addition, the availability of any Third Party Materials through the Website or App does not imply our endorsement of, or our affiliation with, any provider of such Third Party Materials, nor does such availability create any legal relationship between you and any such provider.

Your use of Third Party Materials is at your own risk and is subject to any additional terms, conditions and policies applicable to such Third Party Materials (such as terms of service or privacy policies of the providers of such Third Party Materials).

Release

If you have a dispute with any other Conotoxia Account holder or a third party that you send money to, you release Conotoxia from any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. To the extent permitted by Applicable Law, by entering into this release you expressly waive any protections that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.

Entire Agreement

These Terms and Conditions, including any terms and conditions incorporated herein, constitutes the entire agreement between you and us relating to the subject matter hereof, and supersedes any and all prior or contemporaneous written or oral agreements or understandings. These Terms and Conditions are between you and us. No other person shall have any rights to enforce any of its terms. These Terms and Conditions do not, and shall not be construed to, create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between you and us.

In the event of termination of these Terms and Conditions or the Services, the terms by their nature shall continue to survive such termination, including, but not limited to, the disclaimers and limitations of liabilities.