

## Terms and Conditions

Effective Date: December 2020

### Welcome to Conotoxia

Conotoxia is a Delaware corporation with its headquarters in Chicago, Illinois. We are licensed as a money transmitter in the states listed hereto in **the Appendix**. We only offer our money transfer services in the states in which we are licensed or in the states that do not currently require us to be licensed to provide our services.

Our services enable you to send funds to recipients holding bank accounts in specific European countries as listed at: <https://conotoxia.com/en-us/money-transfer/send-money-internationally>. We retain full discretion to refuse to accept any user or to complete any instruction to transfer funds.

### Scope

These Terms and Condition are between you and Conotoxia, Inc. (“Conotoxia”, “we”, “us”, or “our” as applicable), concerning your use of and including any access to our services, including the Website, App, and other Conotoxia Materials, as described below.

### Definitions

In these Terms and Conditions:

- **App** means Conotoxia’s mobile application software, the data supplied with the software and the 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 mobile applications on their device.
- **Applicable Law** means any federal, state, or other governmental law or regulation that applies to the services.
- **Business Day** means a day other than a Saturday, Sunday or a holiday recognized by us. Our holidays include all U.S. bank holidays, as well as the following additional days:

January 6	May 31
April 13	June 11
May 1	June 23
May 26	November 11

- **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.

- **Recipient** means any person specified by a user as the authorized recipient of a Transfer.
- **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 Recipient can be located and receive funds through the Services. Conotoxia’s supported country are listed here at: <https://conotoxia.com/en-us/money-transfer/send-money-internationally>
- **Supported Currency** means a currency that is available through the Services. Recipient may receive their funds pursuant to a Transaction. Conotoxia’s supported currencies can be found here at <https://conotoxia.com/currency-exchange/currency-converter> and are subject to change.
- **Transfer** means using your Conotoxia Account to, as part of a single transaction, to send funds to a Recipient.
- **Unauthorized Transaction** means when funds are sent from your Conotoxia Account that you did not authorize.
- **Website** means any webpage, including but not limited to <https://conotoxia.com/en-us/about-us/our-group/conotoxia-inc.>, where we provide Services to you.

## Binding Agreement

By opening, registering, or using a Conotoxia Account, or by otherwise using the Services, you agree to be bound by these Terms and Conditions and consent to receive communications related to the Services or your Conotoxia Account in electronic format (as set forth in our Electronic Communications Delivery Policy (<https://conotoxia.com/electronic-communications-policy>) – which also provides for E-sign disclosures and consent). In addition, you affirm that you are at least eighteen (18) years of age and legally capable of entering into these Terms and Conditions. You also agree to comply our [Privacy Policy](#), which sets forth the terms on which we collect, use and disclose any personal data we collect about you, or that you provide to us. By clicking “I agree” button on our website, you consent to such processing and you confirm that all data provided by you is accurate.

Please carefully read these policies as they apply to and control your relationship with Conotoxia. Your use of certain of the Services may be subject to additional terms and conditions, as communicated by us to you through the Services or by other means through our website or app. Such additional terms and conditions are incorporated into these Terms and Conditions.

These Terms and Conditions contain a number of sections, which you should with care. The headings are for reference only. Some capitalized terms have specific definitions that are defined in the Definitions Section or within these Terms and Conditions. Underlined words in these Terms and Conditions contain hyperlinks to further information.

By using the Services in any way, you accept this Terms and Conditions and agree to be bound by its terms and conditions. We may amend these Terms and Conditions at any time. If we amend these Terms and Conditions, we will post the agreement here at: <https://conotoxia.com/en-us/files/pdf/usa-conotoxia-inc-customer-agreement-and-related-disclosures.pdf> You should regularly check whether the Terms and Conditions have been amended. Your use of the Services on or following the posting of an amended Terms and Condition will constitute your acceptance of the amended Terms and Conditions. We may, at any time and without liability, modify or discontinue all or part of the Services;

and upon notice, charge, modify or waive certain fees related to the Services; or offer the Services, or certain of the Services, to some or all users.

We may amend our Terms and Conditions at any time by posting a revised version on our website. The revised version will be effective at the time we post it. If the revised version changes the Terms and Conditions in a way that reduces your rights or increases your responsibilities, we will provide you with 30 days' prior notice by posting the notice [here](#). Your use of the Services following any changes to the Terms and Conditions will constitute your acceptance of such changes.

### **Opening a Conotoxia Account and Identification**

In order to use our Services, you must first open a Conotoxia Account by providing certain information about you. In an effort to combat money laundering activities and funding of terrorism, US Federal law requires all money transmitting institutions such as Conotoxia to obtain, verify and record information that identifies each person who applies for an account and/or initiates a transfer through our services. **What this means for you:** As part of the application to establish a Conotoxia account, or the process to initiate a transfer through our services, we will ask you for personal information, such as your name, street address, date of birth, and other information that will allow us to identify you. We may also request a copy of your driver's license or other identifying documents or information at any time. If you refuse or fail to provide the requested information, or if we are unable to verify the information you provide us and/or verify your identity 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, 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. To make changes to your profile, [login here](#) and then go to your [account page](#). We may refuse to provide or may discontinue providing the Services to any person at any time for any reason.

We treat all activities under a Conotoxia Account to be those of the registered user. You must only use the Services to transact on your own account, and not on behalf of any other person or entity. You may only open one Conotoxia Account unless we explicitly approve the opening of additional accounts. We may refuse the creation of duplicate accounts for the same user. When duplicate accounts are detected, Conotoxia may close or merge these duplicate accounts without notification to you.

## **Account Security**

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 and the Services (“Account Credentials”). You must never disclose your Account Credentials to another person. Keep your Account Credentials safe. Change your password regularly. We will never ask you to provide your password to us or to a third party. Tell us if anyone asks for your password or other Account Credentials. Review third-party recommendations on the creation and use of passwords. You must never let anyone access your Conotoxia Account or watch you accessing your Conotoxia Account.

If you suspect your Account Credentials are stolen, lost, used without authorization or otherwise compromised, you should contact our Customer Care Department immediately if you believe your Account Credentials have been compromised. The compromise of your Account Credentials could enable fraudsters to access your bank account and attempt transactions not authorized by you. Telephoning us is the best way to minimize your risk of loss. In addition, contact us at once if your transaction history for your Conotoxia Account shows transactions that you did not initiate. We rely on you to regularly check the transactions history of your Conotoxia Account and to contact the us immediately in case you have any questions or concerns.

You must make sure that your e-mail account is secure and only accessible by you, as your e-mail address may be used to reset passwords or to communicate with you about the security of your Conotoxia Account. Let the Customer Care Department know immediately if your email address becomes compromised. Never use any functionality that allows login details or passwords to be stored by the computer or browser you are using or to be cached or otherwise recorded. Additional Conotoxia products or Services you use may have additional security requirements, as notified to you by us, and you must familiarize yourself with those requirements.

In the case of what you believe to be any incorrect or misdirected payment, please see **Protection from Unauthorized Transactions** and **Error Resolution** sections below.

## **Verification**

If you open a Conotoxia Account and use our Services, federal law requires that we verify your information. You authorize Conotoxia to make any inquiries we consider necessary to validate your identity. These may be made directly or through third parties, including checking commercial databases. We may need to ask you for further information, requiring you to provide your date of birth, a taxpayer identification number and other information that will allow us to reasonably identify you. This could include requiring you to take steps to confirm ownership of your email address or verifying your information against third party databases or through other sources. We may also ask to see your driver’s license or other identifying documents at any time. 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.

## **Communications Between You and Us**

Conotoxia may communicate with you about your Conotoxia Account and the Services electronically as described in our **Electronic Communications Delivery Policy** and **E-sign Disclosure and Consent Notice**.

We usually contact you via email. For this reason, you must at all times maintain a valid email address in your Conotoxia Account profile. You are required to check for incoming messages regularly and

frequently, these emails may contain links to further communication on our Website. If you don't maintain or check your email and other methods of communications, you will miss emails about your Transfers and our Services. We cannot be liable for any consequence or loss if you do not do this.

In addition to communicating via email, we may contact you via letter or telephone where appropriate. If you use any mobile services, we may, and you agree that we may, also communicate with you via SMS.

If you need a copy of the current Terms and Conditions or any other relevant document, please contact our Customer Care Department. You may contact us via email, letter or telephone by using the details specified in the **Contact** section of our Website.

**Transferring Funds**

Through the Services, you may transfer funds to Recipients located in Supported Countries. When you transfer funds, you will be charged a fee, which is referenced in the in the **Fees** section, which is linked **here**. Fees will also include a Currency Conversion Fee. We will let you know the exact amount of the fee before you submit your transfer request. You also will have 30 minutes from when you submit your transfer request to have that request cancelled.

**NOTICE: If you provide an incorrect bank account number, your funds may go to an individual other than your intended recipient and you may have no recourse for recovery of your funds.**

When setting transfer order or withdrawal requests, you must ensure that the information you provide is correct and complete. We will not be responsible for money sent to the wrong recipient as a result of incorrect information provided by you. If you have provided wrong information to us, you may ask us to assist you in recovering the money, but we cannot guarantee that such efforts will be successful.

Once we have received your transfer order, we will provide you a receipt. Each Transfer order is given a unique transfer number which is shown on your receipt and in the transaction history in your Conotoxia Account on the Website. You should quote this transfer number when communicating with us (e.g., via our Customer Care Department) about a particular transfer.

**Transfer Restrictions**

<b>Restriction</b>	<b>Daily</b>	<b>Monthly</b>
<b>Transfer Amount</b>	<b>\$2,999</b>	<b>\$6,000</b>
<b>Transfer Frequency</b>	<b>4 per day</b>	<b>11 per month</b>

**Currency Conversion and Exchange Rate**

As part of our services, in processing a Transfer your funds may be converted into a Supported Currency for payment to a Recipient located in a Supported Country. A conversion fee will apply when we perform a currency conversion in connection with a Transfer. You can also find out more information about the fees we charge on the **Pricing Page** and below in the **Fees** section.

When you place a Transfer order, we will let you know the exchange rate as discussed in the section on **Electronic Fund Transfer Act Remittance Transfer Rule**. You understand and agree that the offered exchange rate is a specific offer from Conotoxia and may not be reflective of the exchange rate offered on currency markets at the time it is presented to you. You understand and agree that others may offer a more favorable exchange rate than offered by Conotoxia. You agree that you are responsible for comparing the exchange rate offered by Company with the exchange rates offered by others. You understand and agree that Conotoxia may make a profit from the exchange rate offered to you. In other words, the Conotoxia may offer you an exchange rate where your cost to exchange one currency for another is greater than the cost the Conotoxia incurs to exchange one currency to another in connection with your Transfer.

## **Fees**

The fees for Transfers will be disclosed to you in a pre-payment disclosure when you place an order and prior to your confirming the Transfer. You may also view the fee structure on our [Pricing Page](#). For clarity, the fees applicable to you on the [Pricing Page](#) form part of these Terms and Conditions and are subject to change.

You agree to pay the relevant fees using your chosen payment method. Our fee does not include any fees that your bank or the recipient's bank may charge. We will not process your payment order until we have received the applicable fee from you.

## **Electronic Fund Transfer Act Remittance Transfer Rule Requirements for International Fund Transfers**

Conotoxia will provide you with certain disclosures regarding your cancellation and error resolution rights in accordance with the Electronic Fund Transfer Act's requirements for remittance transfers.

Conotoxia will provide you with two disclosures for each remittance transfer. The first disclosure – known as a “pre-payment disclosure” – is given to you before you pay for the Transfer. This disclosure lists the amount of money to be transferred, the exchange rate, certain fees and/or taxes collected by Conotoxia, and the amount of money expected to be delivered abroad, not including fees charged by the Recipient's institution or foreign taxes. The fact that you were provided with this pre-payment disclosure does not mean that you are obligated to complete the Transfer. If you decide to conduct the Transfer, you will be provided with a receipt when payment is made. This receipt repeats the information in the pre-payment disclosure as well as provides the date when the remittance will be paid, your error resolution and cancellation rights. The receipt will also provide contact information for Conotoxia, state regulators, and our federal regulator, the Consumer Financial Protection Bureau, in order to submit a complaint.

Your cancellation and error resolution rights are specifically addressed in the sections of these Terms and Conditions titled “**Cancellation of a Transfer Order and Error Resolution**”.

## **Methods of Payment**

You may pay for a Transfer by ACH, debit card, or credit card. No other payment methods are accepted, including cash, mailed check, or electronic check. We also reserve the right to not permit a particular payment method generally or for a particular user. For legal, security, or other reasons, there may also be financial or other limits for particular payment methods.

### *ACH*

When you pay for a Transfer by ACH, which Conotoxia will process as a debit, you represent that your details are correct, that you are authorized to access and transmit funds from your bank account, that your bank account is in good standing with the account-holding financial institution, and that you have the authority to initiate an electronic funds transfer in the amount at issue from your bank account. By requesting payment through ACH, you authorize us to initiate electronic credits and debits to your bank account through the ACH network.

### *Debit and Credit Card Payments*

If you choose to upload money via debit or credit card, you will need to provide your card details, including your card number and cardholder name. When you choose to upload money via debit or credit card, you confirm the following: (i) that your card details are correct; (ii) that you are authorized to access and transmit funds from your card account; (iii) that your card account is in good standing with

the account-holding financial institution; and (iv) that you have the authority to initiate a debit or credit card payment in the amount at issue to or from your card account. By requesting payment through a debit or credit card, you additionally authorize us to initiate credits and debits to your account through card payment networks in order to process a requested transaction, including any applicable fees and charges. When using your credit card as a payment method to transfer money, your credit card issuer may charge additional fees, treating the transaction as a cash advance. You should contact your issuing bank for any questions related to cash advance fees.

#### *Reversals or Chargebacks*

You promise that in connection with a payment you will not exercise any chargeback right for a reason for which we are not responsible, such as a dispute with a Recipient concerning their providing of goods and services to you and the amount required for providing such goods and services to you.

#### **Taxes**

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 correct tax to the appropriate tax authority.

#### **Limits on Transfer**

We may place limits on the amount of currency you may Transfer at any given time. We may limit the amount of your Transfer order consistent with our obligations under Applicable Law and at our discretion.

#### **Delay in Transfer**

We do not have any control over the time it may take for your 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.

We may delay a withdrawal or Transfer, in certain situations, including if we need to confirm that the withdrawal has been authorized by you. The completion time of your Transfer (i.e., the date on which funds will be available to the recipient) is notified to you on your receipt when you complete your Transfer order.

#### **Cancellation of a Transfer Order**

You have the right to cancel a Transfer and obtain a full refund of all funds, including any fees and/or taxes paid in connection with that order if you contact us and request cancellation of the Transfer through the cancellation button provided on our website or mobile app, by telephone provided that you cancel within thirty (30) minutes of making the Transfer order.

If your cancellation request is made within thirty (30) minutes of a Transfer order, we will issue a refund including any fees. Once the funds have been deposited into the Recipient's account, you may not cancel an order under any circumstance.

When you contact us, through any of the methods listed above, please provide us with sufficient information to help us identify the transfer order that you wish to cancel. This generally includes: (i) your name, address and telephone number; (ii) the name of the beneficiary receiving the funds; (iii) the dollar amount of the transfer; and (iv) the intended destination location.

## **Receipts and Transaction History**

You may view your Conotoxia transaction history and receipts including related fees and exchange rates, if applicable, [here](#). Your receipts will be available for a period of at least five (5) years.

We have assigned a transaction ID number to each Transfer; you should quote this transaction ID number when communicating with us about a particular Transfer.

## **Closure or Suspension of Your Conotoxia Account**

You may close your Conotoxia Account at any time by contacting our Customer Care hotline at (800) 980-5766, or by email at [support@us.conotoxia.com](mailto: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 may hold 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.

## **Conotoxia May Close or Suspend your Conotoxia Account**

Conotoxia, in its sole discretion, reserves the right to terminate or suspend your Conotoxia Account and access to or use of our Service websites, which may include limiting the use of certain functions or feature, for any reason and at any time, with or without notice to you.

The reasons we may close or suspend your Conotoxia Account include, but are not limited to:

- We have reason to believe you are in violation or breach of any Applicable Law or regulation;
- We have reason to believe you are involved in any fraudulent activity, money laundering, terrorism financing or other criminal or illegal activity.
- We are requested or directed to do so by any competent court of law or government authority or agency, including a law enforcement agency;
- Your breach of any provision of these Terms and Conditions or documents referred to herein;
- We have reason to believe the security of your Conotoxia Account has been compromised or could be comprised, including unauthorized, illegal or fraudulent use of your Conotoxia Account;
- We have reason to believe you have infringed or may infringe Conotoxia's or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy;
- You act in a manner that is defamatory, libelous, threatening or harassing;
- You provide false, inaccurate or misleading information; or
- You refuse to cooperate in an investigation.

You are responsible for all fees, fines, penalties and other costs or liability incurred by Conotoxia, any other Conotoxia user, or a third party, caused by or arising out of your breach of these Terms and Conditions or any third party to whom you grant access to your Conotoxia Account. You agree to reimburse Conotoxia, any Conotoxia user, or a third party for any and all damages from such a breach.

Upon notice that your Conotoxia Account has been terminated, you must immediately delete or remove the Conotoxia App from your devices.

## Issues that May Occur

### Error Resolution

You must make sure that the information you provide to us is accurate when you submit a Transfer. Once a Transfer is processed and the applicable cancellation period has expired, the Transfer cannot be reversed except where required by Applicable Law. We will not be liable for any loss you suffer as a result of a transaction being carried out in accordance with your instructions (or a third party acting on your behalf).

If you believe there is an error in connection with your Transfer or other problem, then you should notify Conotoxia Customer Care Department at [support@us.conotoxia.com](mailto:support@us.conotoxia.com), or (800) 980-5766, as soon as possible, but no later than 180 days from the date noted in your receipt that we disclosed to you the funds will be available to the Recipient.

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

### What constitutes an error and how errors will be addressed by the Company as follows:

#### Errors with your money transfer transactions

For all Transfers sent for at least \$15 USD, the following are considered Errors:

- You paid an incorrect amount for your transfer; such as making a payment for more than the total shown on the receipt, unless:
  - The disclosure stated an estimate of the amount to be received and the difference results from application of the actual exchange rate, fees, and taxes, rather than any estimated amounts.
- Conotoxia made a computational error, such as a miscalculating of the amount to be deposited into the beneficiary's account.
- The amount stated in the money transfer order receipt was not made available to the beneficiary, unless:
  - The disclosure stated an estimate of the amount to be received and the difference results from application of the actual exchange rate, fees, and taxes, rather than any estimated amounts;
  - The failure resulted from extraordinary circumstances outside the Provider's control that could not have been reasonably anticipated; or
  - The difference results from the application of non-covered third-party fees or taxes collected on the remittance transfer by a person other than the provider and the Provider provided the required disclosures.
- Funds were not made available to the beneficiary on the date of availability that was disclosed to you on the money transfer order receipt or were not delivered to the beneficiary, unless:

- Extraordinary circumstances occurred outside of the Company's control that could not have been reasonably anticipated;
  - The delay was related to the Company's fraud screening procedures or in accordance with the Bank Secrecy Act, Office of Foreign Assets Control requirements, or similar laws or requirements;
  - The remittance transfer was made with fraudulent intent by the sender or any person acting in concert with the sender; or
  - You provided the Company with an incorrect account number or recipient institution identifier for your designated recipient's account or institution, and the Company can meet certain criteria to prove you provided incorrect or inaccurate information when conducting the money transfer.
- You request your prepayment disclosures or receipt, or request additional information or clarification concerning your money transfer transaction, including a request by you to determine if an error exists

If you believe any of the errors listed above occurred, you must contact us within 180 days from the date we disclosed to you on your receipt funds will be available to the Recipient, and we will investigate and determine whether an error occurred within 90 days after you contact us.

We will inform you of our determination regarding the error within three (3) Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may also ask for copies of any documents we used in our investigation. If the results of our investigation determine that an error occurred, we will offer a remedy or remedies pursuant to applicable law, which may include giving you the option of obtaining a refund or redelivery of the funds to your designated recipient to resolve the error.

#### **What is not considered an error**

The following are not considered errors:

- An inquiry about the status of a money transfer order (except where the funds from the order were not made available to the recipient by the disclosed date of availability)
- Your beneficiary requests changes to the transaction after you have already sent the transfer
- A change in the amount or type of currency received by a designated recipient from the amount or type of currency stated in the disclosure provided you, if we relied on information provided by you in making the disclosure
- Delays in payment due to compliance program requirements that the Company is required to perform or adhere to
- Delays based on a review of a potentially high-risk transaction
- Your errors in making a transaction (for example, mistyping an amount of money that you are sending)
- Delays due to actions of third parties (i.e. your bank or the beneficiary's bank)

## **Fraud**

If you believe you have been a victim of a fraud or scam, you can report the fraud by contacting us at (800) 980-5766 or at [reportfraud@us.conotoxia.com](mailto: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. If it is determined that we failed to comply with our fraud policies and procedures in connection with your transfer, we will issue a refund to you immediately.

## **Protection from Unauthorized Transactions**

To protect yourself from unauthorized activity in your Conotoxia Account, you should regularly log into your Conotoxia Account and review your account statement and the list of your transfers on the Website.

Conotoxia will notify you of each transaction by sending an email to your primary email address on file. You should review these transaction notifications to ensure that each transaction was authorized and accurately completed.

Conotoxia will protect you from unauthorized activity in connection with your Conotoxia Account. When this protection applies, Conotoxia will cover you for the full amount of the unauthorized activity as long as you cooperate with us and follow the procedures described below.

## **What is an Unauthorized Transaction?**

An Unauthorized Transaction occurs when money is sent from your Conotoxia Account that you did not authorize and that did not benefit you. For example, if someone steals your password, uses the password to access your Conotoxia Account, and sends a transfer from your account, an Unauthorized Transaction has occurred.

## **What is not considered an Unauthorized Transaction**

If you give someone access to your Conotoxia Account (by giving them your login information) and they use your Conotoxia Account without your knowledge or permission. You are responsible for transactions made in this situation.

## **Reporting an Unauthorized Transaction**

If you believe your Conotoxia login information has been lost or stolen, tell us as soon as possible. You can call: (800) 980-5766, or email [support@us.conotoxia.com](mailto:support@us.conotoxia.com) or write: Conotoxia Inc., 401 N. Michigan Avenue, Suite 1810, Chicago, IL 60611 Attn: Conotoxia, Inc. Compliance.

Tell us right away if you believe unauthorized transactions have been made. If you tell us within 60 days after the transaction appears on your transaction history, you will be eligible for 100% protection for Unauthorized Transactions. You may also be eligible for protection from your account holding institution (in other words, your bank) and the applicable time period may be longer. Contact your account holding institution for more information.

## **Investigation**

We may open an investigation concerning any Transfer if we suspect fraud, fraudulent intent, or other potential non-compliance with Applicable Law. If we open an investigation, we may hold any pending Transfer and funds may not be delivered to a Recipient by the date on your receipt.

## Complaints

Any person or organization who is dissatisfied, for any reason with Conotoxia, Inc. product or service, may contact Conotoxia, Inc. to submit a complaint. A complaint may be oral or written. If you have a complaint regarding the Services, please send an e-mail to [support@us.conotoxia.com](mailto:support@us.conotoxia.com). You may also contact us by writing to Conotoxia Inc., 401 N. Michigan Avenue, Suite 1810, Chicago, IL 60611 Attn: Compliance Department; Conotoxia, Inc., or by calling us at (800) 980-5766. To help Conotoxia investigate the complaint quickly and efficiently, Conotoxia will require you to provide the following information:

- Name and contact details;
- The nature of the complaint.

Please note that e-mail communications may not necessarily be secure; accordingly, you should not include sensitive information in your e-mail correspondence with us.

If necessary, we may request clarification or additional documentation regarding any complaint that you submit. Once Conotoxia has completed its investigation, we will advise you in writing of the findings and any action taken by us. You may inquire about the status of a complaint at any time by contacting Conotoxia.

The complaint submission and resolution process are not intended to cover your notifications in regard to error resolution claims under Regulation E. Such communication is covered by other Conotoxia, Inc. Regulation E Policy and in the Error Resolution section of these Terms and Conditions.

Based on your residency refer to your state specific complaint disclosures (listed below) and complaint submission contact. You may contact your state jurisdiction if after receiving the findings from Conotoxia you still have an unresolved complaint regarding Conotoxia's products or services.

## State Specific Disclosures

**Complaints:** Residents of certain states may also consider the following in the event of a problem:

- **Alaska.** If you have complaints or other concerns with respect to any aspect of the money transmission activities conducted with Conotoxia you may contact the Alaska Department of Commerce, Community and Economic Development, Division of Banking and Securities, Money Service Businesses at (907) 269-4594 or by mail at: 550 West Seventh Avenue, Suite 1850, Anchorage, AK 99507.
- **Illinois.** If you have complaints or other concerns with respect to any aspect of the money transmission activities conducted with Conotoxia, you may contact the Illinois Department of Financial and Professional Regulation toll free at (888) 473-4858.
- **Maryland.** The Commissioner of Financial Regulation for the State of Maryland will accept questions or complaints from Maryland residents regarding Conotoxia at: Commissioner of Financial Regulation, Attention Complaint Unit, 500 North Calvert Street, Suite 402, Baltimore, Maryland 21202, toll-free telephone number: (888) 784-0134.
- **Massachusetts** (License Number - FT4008). If you are a resident of Massachusetts and you have an unresolved complaint, you may contact the Consumer Assistance Section of the Massachusetts Division of Banks at (800) 495-2265 ext. 501 (outside of Massachusetts, call (617)

956-1500 ext. 501), or by sending a written complaint to the Division of Banks, 1 South Station, Boston, Massachusetts 02110.

- **Minnesota.** If you have complaints or other concerns with respect to any aspect of the money transmission activities conducted with Conotoxia, you may contact the Minnesota Department of Commerce at <https://mn.gov/commerce/consumers/file-a-complaint/>.

In addition, you may contact us by email to [support@us.conotoxia.com](mailto:support@us.conotoxia.com) to voluntarily disqualify yourself from sending or receiving Transactions with Conotoxia ("**Disqualified Conotoxia User**"). All requests will expire one year from the date of request, unless requested for longer, or until you terminate the request in writing at [support@us.conotoxia.com](mailto:support@us.conotoxia.com). Conotoxia may automatically inform the Minnesota Department of Commerce Financial Institutions Division to include such individual on Minnesota's "No Transmit List." The Financial Institutions Division may from time to time provide the "No Transmit List" to us and any individuals on such list shall automatically be a Disqualified Conotoxia User. Please see Minn. Stat. 53B.27, subd. 3 for more information on the "No Transmit List."

- **Texas.** This section applies to Texas residents only. If you have a complaint, first contact Customer Service at (800) 980-5766. If you are a Texas resident and you still have an unresolved complaint regarding Conotoxia's money transmission activity, please direct your complaint to: Texas Department of Banking; 2601 North Lamar Boulevard, Austin, TX 78705; (877) 276-5554 (toll free); [www.dob.texas.gov](http://www.dob.texas.gov).

## **Refunds**

Residents of certain jurisdictions in the United States should read the following state specific disclosures:

- **New Hampshire.** The following applies only to Transactions that are submitted by Senders in New Hampshire: Senders are entitled to a refund of the Transaction Amount and Transaction Fee if their Transaction is not paid out according to the information they provide about their Recipient, unless the Transaction is in violation of applicable law or these Terms and Conditions. In the case of any such refund, the Transaction will also be cancelled.
- **Washington.** The following applies only to Transactions that are submitted by Senders in the State of Washington: You are entitled to a refund of all moneys received for transmittal within 10 days of receipt of a written request for refund unless any of the following occurs:
  1. The monies have been transmitted and delivered to the recipient prior to receipt of the written request for a refund;
  2. Instructions have been given committing an equivalent amount of money to the person designated by the user prior to receipt of a written request for a refund;
  3. Conotoxia has reason to believe that a crime has occurred, is occurring, or may potentially occur as a result of transmitting the money as requested by the user or refunding the money as requested by the user; or
  4. Conotoxia is otherwise barred by law from making a refund.

## **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.

## **Technology**

### **Linking to Our Website**

You may link to our Website, provided that you comply with these Terms and Conditions and follow certain rules. Linking to our Website is permissible provided:

- you do so in a way that is fair and legal and does not damage our reputation or take advantage of it;
- you do not suggest any form of association, approval or endorsement on our part where none exists;
- you do not frame our Website on any other site;
- you do not refer to any of our Services as "banking" services; and

We reserve the right to revoke such linking permission without notice and for any reason.

### **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 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 **Account Security** above for further details on how to keep your Conotoxia Account safe. See also the section on **Protection from Unauthorized Transactions**.

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).

### **Other Terms**

#### **Limitation on Conotoxia’s Liability, Indemnity and Release**

In this section, we use the term “Conotoxia” to include Conotoxia Inc., and our affiliates, and each of their respective directors, officers, employees, agents, joint venturers, service providers and suppliers. Our affiliates include each entity that we control, we are controlled by or we are under common control with.

Unless Applicable Law provides otherwise, in no event shall Conotoxia, its service providers, affiliates, officers, directors, employees or consultants be liable for any direct, indirect, incidental, consequential, special, exemplary or punitive damages of any kind, under any contract, tort (including negligence), strict liability or other theory, including damages for loss of profits, goodwill, use or data, loss of other intangibles, loss of business, loss of security of any information or other materials (including unauthorized interception by third parties of any information or other materials), even if advised in advance of the possibility of such damages or losses, however arising, including negligence, unless and

to the extent prohibited by law. Our liability to you or any third parties in any circumstance is limited to the amount of your transfer(s) and any applicable fees.

In addition, to the extent permitted by Applicable Law, Conotoxia is not liable, and you agree not to hold Conotoxia responsible, for any damages or losses (including, but not limited to, loss of money, goodwill, or reputation, profits, or other intangible losses or any special, indirect, or consequential damages) resulting directly or indirectly from: (i) your use of, or your inability to use, our websites, API, software, systems (including any networks and servers used to provide any of the Services) operated by us or on our behalf, or any of the Services; (ii) delays or disruptions in our Website software, API, systems (including any networks and servers used to provide any of the Services) operated by us or on our behalf and any of the Services; (iii) viruses or other malicious software obtained by accessing our websites, API, software, systems (including any networks and servers used to provide any of the Services) operated by us or on our behalf or any of the Services or any website or service linked to our websites, software or any of the Services; (iv) glitches, bugs, errors, or inaccuracies of any kind in our websites, software, systems (including any networks and servers used to provide any of the Services) operated by us or on our behalf or any of the Services or in the information and graphics obtained from them; (v) the content, actions, or inactions of third parties; (vi) a suspension or other action taken with respect to your Conotoxia Account; or (vii) your need to modify your practices, content, or behavior, or your loss of or inability to do business, as a result of changes to these Terms and Conditions or any other Conotoxia policy.

### **Indemnity**

Except to the extent prohibited under Applicable Law, you agree to defend, indemnify and hold harmless Conotoxia and its affiliates, and their respective successors and assigns, from and against all claims, liabilities, damages, judgments, awards, losses, costs, expenses and fees (including attorneys' fees) arising out of or relating to (i) your or your authorized third parties use of, or activities in connection with, the Services; (ii) any violation or alleged violation by you of these Terms and Conditions or Applicable Law; and (iii) your violation of any rights of a third party.

### **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.

### **Service Availability**

We will try to make sure our Services are available to you when you need them. However, we do not guarantee that our Services will always be available or be uninterrupted. We have the right to suspend, withdraw, discontinue or change all or any part of our Service without notice. We will not be liable to you if for any reason our Services are unavailable (in whole or in part) at any time or for any period. You are responsible for making all arrangements necessary for you to have access to the Services (including all hardware and telecommunications services).

## **Disclaimer of Warranty**

The Services are provided “As-Is” “Where 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.

## **Force Majeure**

Conotoxia shall not be liable for any delay or failure in providing the Services, or for any damages suffered by you by reason of such delay or failures, directly or indirectly caused by or in any manner arising from or connected with acts of God, acts of public enemies, riots, strikes, acts of governmental agencies, worldwide pandemics, labor difficulties, failure of our power, telecommunications or other suppliers, delays or shortages, breakdown or destruction of any system or equipment, or any other cause or causes beyond our control, whether or not similar to those enumerated herein.

## **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, 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.

## **Arbitration**

**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 VIDEOCONFERENCE, 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.**

## **Waiver to Right of Jury; Class Action Waiver**

**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.**

## **Conotoxia is a payment service provider.**

Our relationship with you under these Terms and Conditions is as a payment service provider. Conotoxia is an independent contractor for all purposes. Conotoxia is not your agent or trustee.

### **Unlawful Internet Gambling Notice**

Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through your Conotoxia Account. Restricted transactions generally include, but are not limited to, transactions in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with unlawful Internet gambling.

### **Export Controls**

You are responsible for complying with U.S. export controls and for any violation of such controls, including any U.S. embargoes or other federal rules and regulations restricting exports. You represent, warrant and covenant that you are not (i) located in, or a resident or a national of, any country subject to a U.S. government embargo or other restriction, or that has been designated by the U.S. government as a “terrorist supporting” country; or (ii) on any of the U.S. government lists of restricted end users.

### **Assignment**

You may not transfer or assign any rights or obligations you have under these Terms and Conditions without Conotoxia's prior written consent. Conotoxia may transfer or assign these Terms and Conditions or any right or obligation thereunder at any time.

### **Severability**

Each of the paragraphs of these Terms and Conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect. If we delay in asking you to do certain things or in taking action, it will not prevent us taking steps against you at a later date.

### **No Waiver**

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.

### **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.

### **Survival**

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.

**APPENDIX  
LIST OF LICENSED STATES**

1. Alabama
2. Alaska
3. Arizona
4. Arkansas
5. Connecticut
6. Delaware
7. District of Columbia
8. Florida
9. Idaho
10. Illinois
11. Indiana
12. Iowa
13. Kansas
14. Kentucky
15. Louisiana
16. Maine
17. Maryland
18. Massachusetts
19. Michigan
20. Minnesota
21. Mississippi
22. Missouri
23. Montana
24. New Hampshire
25. New Jersey
26. Oklahoma
27. Oregon
28. Nebraska
29. New Mexico
30. North Carolina
31. North Dakota
32. Ohio
33. Rhode Island
34. South Dakota
35. Tennessee
36. Texas
37. Utah
38. Virginia
39. Washington
40. Wisconsin (no license required)
41. West Virginia
42. Wyoming