

# **Coba Technologies, Inc.**

## **E-SIGN Consent Agreement**

### **Effective as of December 20, 2023**

#### **Consent to Electronic Communication**

As used in this E-Sign Consent, “Account” means all accounts, products or services you have with us. The words “we” or “us” or “our” refer to Coba Technologies, Inc. (Coba) and its partners and affiliates. The words “I” or “you” or “your” mean each holder of an Account with or through us. This E-Sign Consent disclosure covers all of your Accounts with or through us.

We would like to communicate with you using electronic means. When you agree to this E-sign Consent Agreement (“Agreement” or “Disclosure”) and tap your acceptance in the Application, this tells us:

- You agree to receive any electronic communication from us for any purpose
- You agree to receive an electronic version of any written notice or disclosures we must send you under law (“Legal Disclosures”). This may include, but is not limited to periodic, annual, monthly or other statements, disclosures, and notices relating to the maintenance or operation of an Account<sup>1</sup>
- You agree that we may use electronic signatures and obtain them from you as part of our transactions with you
- You understand that to receive Legal Disclosures, you must meet the requirements specified under [Technology Requirements](#) below

When we send electronic communication (including a Legal Disclosure) subject to applicable law, it may come in the form of the following:

- An update to the Coba website or within the Coba App
- As an email, text, or communication on social media
- As a notification on mobile, tablet, or wearable devices
- Through other electronic means

We may also send notices to you by mail to any postal address that you have provided to us. All notices by any of these methods will be considered to be received by you no later than the earlier of when received or posted, or 24 hours after sent, except for notice by postal mail, which will be deemed received by you no later than the earlier of when received or three (3) business days after it is mailed.

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<sup>1</sup> Examples of Account notices include, but are not limited to account information, account activity or inactivity, payments made or due, periodic statements, disclosures or notices that may be required by the Truth in Savings Act, Electronic Fund Transfer Act, Truth in Lending Act, Equal Credit Opportunity Act, Fair Credit Reporting Act, Gramm Leach Bliley Act or other applicable federal or state laws and regulations.

### **Providing Consent**

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

This Consent does not apply to any Communication that we determine, in our sole discretion, we are required to deliver in paper form under applicable law or you should receive in paper rather than electronic form. We reserve the right, in our sole discretion, to discontinue electronic Communications with you, or to terminate or change the terms and conditions on which we provide electronic Communications. We will provide you with notice of any such termination or change as required by law. Your continued use of the Services after we provide such notice is affirmation of your consent to those changes.

You will be asked to acknowledge your acceptance of this Consent before you are able to continue with your application. In doing so, you are providing your affirmative consent to use electronic Communications. By accepting this Consent, you are also confirming that you meet the system requirements described above, that you have demonstrated your ability to receive, retain, and view electronic documents on your device, and that you have a current email address.

### **Technology Requirements**

In order to receive electronic communications, including Legal Disclosures, you must have:

- A computer or mobile device, iPhone SE (1st generation) or newer, with an internet connection
- iPhone versions iOS 13 or newer
- A web browser that includes 128-bit encryption, with cookies enabled
- A valid email address and phone number
- Sufficient storage space to save any Legal Disclosure or an installed printer to print them
- The ability to view and retain Portable Document Format (PDF) files

We may change these requirements, but we will notify you promptly of any material changes.

### **Paper Versions**

If you would like a paper copy of any Legal Disclosure we send you, please contact us at 1606 Headway Cir STE, 9049 Austin, TX 78754 or [+1 \(737\) 260-0512](tel:+17372600512) and we will mail one to you at no cost.

### **Withdrawing Consent**

If you would like to withdraw your Consent to receive Communications in electronic form, you can tell us at any time by emailing [support@coba.ai](mailto:support@coba.ai). If you withdraw your consent, (i) we may immediately suspend or terminate any Account with us, (ii) you will remain responsible for any

amounts that you owe us or may come due under any such Account, and (iii) the legal validity and enforceability of prior communication delivered in electronic form will remain in full force and effect.

Any withdrawal of this Consent will be effective only after we have a reasonable period of time to process your withdrawal request. Withdrawal will not affect any Communications we provided to you prior to your withdrawal, and we will send any required further Communications to you in paper form. We will not impose any fee in connection with any withdrawal of this Consent or any Communication provided in paper form.

**Updating Your Records**

You must immediately notify us of any change to your email address, contact information and other information related to this Consent and your Account. You can update this information in the Coba App or by contacting us at the email address or phone number listed above.

**Saving and Reviewing this Consent**

The Agreement can be printed and saved for your records.