

Terms and conditions Remarketed

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Article 1 – Definitions

In these terms and conditions, the following definitions apply:

1.1 Ancillary contract: a contract whereby the consumer acquires products, digital content and/or services in relation to a distance contract and these items, digital content and/or services are supplied by the trader or by a third party on the basis of an arrangement between that third party and the trader;

1.2. Withdrawal period: the period within which the consumer can exercise his right of withdrawal;

1.3. Consumer: the natural person not acting for purposes related to his trade, business, craft or profession;

1.4. Day: calendar day;

1.5. Digital content: data produced and delivered in digital form;

1.6. Continuous contract: a contract for the regular supply of goods, services and/or digital content for a specified period;

1.7. Durable data carrier: any device – including e-mail – that enables the consumer or entrepreneur to store information addressed to him personally in a way that allows future consultation or use for a period of time appropriate to the purpose for which the information is intended, and that allows unaltered reproduction of the stored information;

1.8. Right of withdrawal: the consumer's option to waive the distance contract within the cooling-off period;

1.9. Trader: the natural or legal person who is a member of Thuiswinkel.org and offers products, (access to) digital content and/or services to consumers at a distance;

1.10;

1.10. Distance contract: a contract concluded between the trader and the consumer within the framework of an organised system for the distance sale of products, digital content and/or services, whereby, up to and including the conclusion of the contract, sole or joint use is made of one or more techniques for distance communication;

1.11. Model withdrawal form: the European model withdrawal form included in Annex I of these terms and conditions; Annex I does not have to be made available if the consumer does not have a right of withdrawal in respect of his order;

1.12. Technology for distance communication: means that can be used for concluding an agreement, without the consumer and entrepreneur having to be together in the same room at the same time.

Article 2 – Identity of the entrepreneur

Company name: Remarketed Marketplace B.V.

Acting under the name(s):

Remarketed Marketplace B.V.

Business address:

Zernikelaan 6b

9351VA Leek

Telephone number: +31 85 0043 960

Reachability:

From Monday to Friday from 09.00 am to 17.00 pm

E-mail address: klantenservice@remarketed.com

Chamber of Commerce number: 76904679

VAT number: NL860834037B01

Article 3 – Applicability

These general terms and conditions apply to every offer made by the entrepreneur and to every distance contract concluded between entrepreneur and consumer.

3.1. Before the distance contract is concluded, the text of these general terms and conditions will be made available to the consumer. If this is not reasonably possible, the entrepreneur shall, before the remote agreement is concluded, indicate in what way the general terms and conditions can be inspected at the entrepreneur's premises and that they will be sent free of charge to the consumer as soon as possible upon request.

3.2. If the distance contract is concluded electronically, contrary to the previous paragraph and before the distance contract is concluded, the text of these general terms and conditions can be made available to the consumer electronically in such a way that it can be stored by the consumer in a simple manner on a durable data carrier. If this is not reasonably possible, prior to the conclusion of the distance contract, it will be indicated where the general terms and conditions can be inspected electronically and that, at the consumer's request, they will be sent electronically or otherwise free of charge.

3.3. In the event that specific product or service conditions apply in addition to these general terms and conditions, the second and third paragraphs shall apply mutatis mutandis and, in the event of conflicting conditions, the consumer may always rely on the applicable provision that is most favourable to him.

Article 4 - The offer

If an offer has a limited period of validity or is made subject to conditions, this shall be expressly stated in the offer.

4.1. The offer contains a complete and accurate description of the products, digital content and/or services offered. The description is sufficiently detailed to enable a proper assessment of the offer by the consumer. If the entrepreneur uses images, these are a truthful representation of the offered products, services and/or digital content. Obvious mistakes or obvious errors in the offer do not bind the entrepreneur.

4.2. Each offer contains such information that it is clear to the consumer what rights and obligations are attached to the acceptance of the offer.

Article 5 – The agreement

Subject to the provisions of paragraph 4, the agreement is concluded at the moment the consumer accepts the offer and fulfils the conditions set out therein.

5.1. If the consumer has accepted the offer electronically, the trader will immediately confirm receipt of acceptance of the offer electronically. As long as the receipt of this acceptance has not been confirmed by the entrepreneur, the consumer can dissolve the agreement.

5.2. If the agreement is concluded electronically, the entrepreneur shall take appropriate technical and organisational measures to protect the electronic transfer of data and shall ensure a secure web environment. If the consumer can pay electronically, the entrepreneur shall observe appropriate security measures.

5.3. The entrepreneur can – within legal frameworks – inform himself whether the consumer can meet his payment obligations, as well as of all those facts and factors that are important for a responsible conclusion of the remote agreement. If, based on this investigation, the entrepreneur has good grounds not to enter into the agreement, he is entitled to refuse an order or application or to attach special conditions to the implementation, while stating reasons.

5.4. The Entrepreneur shall, no later than upon delivery of the product, service or digital content, send the Consumer the following information, in writing or in such a way that the Consumer can store it in an accessible manner on a durable data carrier:

- a. the visiting address of the establishment of the entrepreneur where the consumer can go with complaints;
- b. the conditions on which and the way in which the consumer can make use of the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal;
- c. the information on guarantees and existing after-sales services;

- d. the price including all taxes of the product, service or digital content; where applicable, the costs of delivery; and the method of payment, delivery or performance of the distance contract;
- e. the requirements for terminating the contract if the contract has a duration of more than one year or is of indefinite duration;
- f. if the consumer has a right of withdrawal, the model withdrawal form. In case of a duration transaction, the provision in the previous paragraph only applies to the first delivery.

Article 6 – Right of withdrawal

For products:

The consumer may dissolve an agreement relating to the purchase of a product during a 14-day cooling-off period without giving reasons. The entrepreneur may ask the consumer about the reason for withdrawal, but may not oblige the consumer to give his reason(s).

6.1. The withdrawal period referred to in paragraph 1 starts on the day after the consumer, or a third party designated in advance by the consumer, who is not the carrier, has received the product, or:

a. if the consumer has ordered several products in the same order: the day on which the consumer, or a third party designated by the consumer, has received the last product. The trader may, provided he has clearly informed the consumer of this prior to the ordering process, refuse an order for multiple products with different delivery times.

b. if the delivery of a product consists of several shipments or parts: the day on which the consumer, or a third party indicated by him, has received the last shipment or part;

c. in the case of contracts for regular delivery of products during a certain period: the day on which the consumer, or a third party designated by him, has received the first product.

In the case of services and digital content not supplied on a tangible medium:

A consumer may dissolve a service contract and a contract for the supply of digital content not supplied on a tangible medium for 14 days without giving reasons. The operator may ask the consumer about the reason for withdrawal, but may not oblige the consumer to state his reason(s).

6.2. The reflection period mentioned in paragraph 3 starts on the day following the conclusion of the agreement.

Extended cooling-off period for products, services and digital content not delivered on a tangible medium in case of failure to inform about right of withdrawal:

If the trader has not provided the consumer with the legally required information about the right of withdrawal or the model withdrawal form, the cooling-off period

expires 12 months after the end of the original cooling-off period determined in accordance with the previous paragraphs of this article.

6.2. If the entrepreneur has provided the consumer with the information referred to in the previous paragraph within 12 months after the effective date of the original reflection period, the reflection period expires 14 days after the day on which the consumer received that information.

Article 7 – Obligations of the consumer during the reflection period

During the reflection period, the consumer will handle the product and its packaging with care. He will only unpack or use the product to the extent necessary to establish the nature, characteristics and functioning of the product. The starting point here is that the consumer may only handle and inspect the product as he would be allowed to do in a shop.

7.1. The consumer is only liable for depreciation of the product resulting from a way of handling the product that goes beyond what is allowed in paragraph 1.

7.2. The consumer is not liable for diminished value of the product if the trader did not provide him with all legally required information on the right of withdrawal before or when concluding the contract.

Article 8 – Exercise of the right of withdrawal by the consumer and costs thereof

If the consumer exercises his right of withdrawal, he shall notify the trader within the withdrawal period by means of the model withdrawal form or in another unambiguous manner.

8.1. As soon as possible, but within 14 days from the day following the notification referred to in paragraph 1, the consumer returns the product, or hands it over to (an authorised representative of) the entrepreneur. This is not required if the entrepreneur has offered to collect the product himself. The consumer has observed the return period in any case if he returns the product before the cooling-off period has expired.

8.2. The consumer returns the product with all delivered accessories, if reasonably possible in its original condition and packaging, and in accordance with the reasonable and clear instructions provided by the entrepreneur.

8.3. The risk and burden of proof for the correct and timely exercise of the right of withdrawal lies with the consumer.

8.4. The consumer shall bear the direct costs of returning the product. If the trader has not notified the consumer that the consumer has to bear these costs or if the trader indicates to bear the costs himself, the consumer does not have to bear the costs of return shipment.

8.5. If the consumer revokes after having first expressly requested that the performance of the service or the supply of gas, water or electricity not made ready for sale in a limited volume or certain quantity starts during the withdrawal period, the consumer shall owe the entrepreneur an amount proportional to that part of the commitment fulfilled by the entrepreneur at the time of revocation, compared to the full fulfilment of the commitment.

8.6. The consumer shall not bear any costs for the performance of services or the supply of water, gas or electricity, not made ready for sale in a limited volume or quantity, or to supply district heating, if:

- a. the trader has not provided the consumer with the legally required information on the right of withdrawal, the cost reimbursement upon withdrawal or the model withdrawal form, or;
- b. the consumer has not expressly requested the commencement of the performance of the service or supply of gas, water, electricity or district heating during the withdrawal period.

8.7 The consumer does not bear any costs for the full or partial delivery of digital content not delivered on a tangible medium if:

- a. he has not expressly agreed, prior to its delivery, to begin performance of the contract before the end of the cooling-off period;
- b. he has not acknowledged losing his right of withdrawal when giving his consent; or
- c. the entrepreneur has failed to confirm this statement by the consumer.

8.8 It is the consumer's responsibility to ensure that the product is properly packed and protected during the return process. If the product arrives damaged due to insufficient or improper packaging, Remarketed reserves the right to refuse the return or deduct the cost of the damage from the refund amount.

8.9 If the consumer exercises their right of withdrawal, all additional agreements will be dissolved by operation of law.

Article 9 – Obligations of the trader in case of withdrawal

If the trader enables the consumer's notification of withdrawal by electronic means, he shall send an acknowledgement of receipt without delay after receiving this notification.

9.1. The entrepreneur reimburses all payments from the consumer, including any delivery costs charged by the entrepreneur for the returned product, without delay but within 14 days following the day on which the consumer notifies him of the withdrawal. Unless the entrepreneur offers to pick up the product himself, he may wait with repayment until he has received the product or until the consumer proves that he has returned the product, whichever is earlier.

9.2. The entrepreneur shall use the same means of payment used by the consumer for repayment, unless the consumer agrees to another method. The refund is free of charge for the consumer.

9.3. If the consumer has chosen a more expensive method of delivery than the cheapest standard delivery, the entrepreneur does not have to refund the additional costs for the more expensive method.

Article 10 – Exclusion of the right of withdrawal

The trader can exclude the following products and services from the right of withdrawal, but only if the trader clearly stated this when making the offer, or at least in good time before concluding the contract:

Products or services whose price is subject to fluctuations in the financial market over which the entrepreneur has no influence and which may occur within the withdrawal period.

10.1. Contracts concluded during a public auction. A public auction means a method of sale in which products, digital content and/or services are offered by the entrepreneur to consumers who attend or are given the opportunity to attend the auction in person, under the guidance of an auctioneer, and in which the successful bidder is obliged to purchase the products, digital content and/or services;

10.2. Service contracts, after full performance of the service, but only if:

- a. performance has begun with the consumer's express prior consent; and
- b. the consumer has declared that he loses his right of withdrawal once the entrepreneur has fully performed the contract;

10.3. Service contracts for the provision of accommodation, if the contract provides for a specific date or period of performance and other than for residential purposes, carriage of goods, car rental services and catering;

10.4. Agreements relating to leisure activities, if a specific date or period of performance thereof is provided for in the contract;

10.5. Products manufactured to the consumer's specifications, which are not prefabricated and which are manufactured on the basis of an individual choice or decision by the consumer, or which are clearly intended for a specific person;

10.6. Products that spoil quickly or have a limited shelf life;

10.7. Sealed products that are not suitable to be returned for reasons of health protection or hygiene and whose seal has been broken after delivery;

10.8. Products which by their nature are irrevocably mixed with other products after delivery;

10.9. Alcoholic beverages whose price was agreed upon at the conclusion of the agreement, but whose delivery can only take place after 30 days, and whose actual value depends on fluctuations in the market over which the entrepreneur has no influence;

10.10. Sealed audio-, video-recordings and computer software, of which the seal has been broken after delivery;

10.11. Newspapers, magazines or periodicals, with the exception of subscriptions to these;

10.12. The delivery of digital content other than on a tangible medium, but only if:
a. the performance has started with the express prior consent of the consumer; and
b. the consumer has declared that he thereby loses his right of withdrawal.

Article 11 – The price

During the validity period stated in the offer, the prices of the products and/or services on offer will not be increased, except for price changes due to changes in VAT rates.

11.1. Contrary to the previous paragraph, the Entrepreneur may offer products or services whose prices are subject to fluctuations in the financial market and over which the Entrepreneur has no influence, with variable prices. This link to fluctuations and the fact that any prices stated are target prices shall be stated with the offer.

11.2. Price increases within 3 months after the conclusion of the contract are only allowed if they are the result of statutory regulations or provisions.

11.3. Price increases from 3 months after the conclusion of the contract are only allowed if the trader has stipulated it and:

- a. they are the result of statutory regulations or stipulations; or

- b. the consumer is authorised to terminate the contract on the day on which the price increase takes effect.

11.4. The prices mentioned in the offer of products or services include VAT.

Article 12 – Compliance with the agreement and additional guarantee

The trader guarantees that the products and/or services comply with the contract, the specifications mentioned in the offer, the reasonable requirements of soundness and/or usability and the existing statutory provisions and/or government regulations on the date the contract was concluded. If agreed, the entrepreneur also guarantees that the product is suitable for other than normal use.

12.1. An additional guarantee provided by the entrepreneur, his supplier, manufacturer or importer never limits the legal rights and claims that the consumer can enforce against the entrepreneur on the basis of the agreement if the entrepreneur has failed to fulfil his part of the agreement.

12.2. Extra warranty means any commitment by the entrepreneur, his supplier, importer or producer in which he grants the consumer certain rights or claims beyond what he is legally obliged to do in case he has failed to fulfil his part of the agreement.

Article 13 – Delivery and execution

The entrepreneur will take the greatest possible care when receiving and executing orders of products and when assessing requests for the provision of services.

13.1. The place of delivery is the address that the consumer has made known to the entrepreneur.

13.2. With due observance of that stated in article 4 of these general terms and conditions, the entrepreneur shall execute accepted orders with convenient speed but at the latest within 30 days, unless another delivery period has been agreed. If delivery is delayed, or if an order cannot or can only be partially carried out, the consumer will be informed about this within 30 days after the order was placed. In that case, the consumer has the right to dissolve the agreement without costs and the right to possible damages.

13.3. After dissolution in accordance with the previous paragraph, the entrepreneur will refund the amount paid by the consumer without delay.

13.4. The risk of damage and/or loss of products rests with the entrepreneur until the moment of delivery to the consumer or a representative designated in advance and made known to the entrepreneur, unless explicitly agreed otherwise.

Article 14 – Duration transactions: duration, termination and renewal

Termination:

The consumer may terminate an agreement entered into for an indefinite period of time, which extends to the regular delivery of products (including electricity) or services, at any time with due observance of termination rules agreed for this purpose and a notice period not exceeding one month.

14.1. The consumer may terminate a fixed-term contract that was concluded for the regular supply of products (including electricity) or services at any time at the end of the fixed-term, subject to the agreed termination rules and a period of notice that does not exceed one month.

14.2 Consumers may terminate the agreements referred to in the previous paragraphs:

- a. terminate at any time and not be limited to termination at a specific time or in a specific period;
- b. terminate at least in the same way as they were entered into by him;
- c. always terminate with the same notice period as the entrepreneur has stipulated for himself.

Renewal:

An agreement entered into for a definite period and which extends to the regular supply of products (including electricity) or services may not be tacitly extended or renewed for a definite period.

14.3. Notwithstanding the previous paragraph, a fixed-term contract that has been concluded for the regular delivery of daily news and weekly newspapers and magazines may be tacitly renewed for a fixed term not exceeding three months, if the consumer may terminate this renewed contract towards the end of the renewal with a notice period not exceeding one month.

14.4. A fixed-term contract that has been concluded for the regular delivery of products or services may only be tacitly extended for an indefinite period if the consumer may terminate it at any time with a period of notice not exceeding one month. The notice period shall not exceed three months in case the agreement provides for regular, but less than monthly, delivery of daily, news and weekly newspapers and magazines.

14.5. A limited duration agreement to regularly deliver daily, news and weekly newspapers and magazines for introductory purposes (trial or introductory subscription) is not tacitly continued and ends automatically at the end of the trial or introductory period.

Duration:

If a contract has a duration of more than one year, after one year the consumer may terminate the contract at any time with a notice period not exceeding one month, unless reasonableness and fairness oppose termination before the end of the agreed duration.

Article 15 – Payment

Unless otherwise provided for in the agreement or additional conditions, the amounts owed by the consumer should be paid within 14 days after the start of the reflection period, or, in the absence of a reflection period, within 14 days after the conclusion of the agreement. In the case of an agreement to provide a service, this period commences on the day after the consumer receives the confirmation of the agreement.

15.1. When selling products to consumers, general terms and conditions may never require the consumer to pay more than 50% in advance. Where advance payment has been stipulated, the consumer cannot assert any rights regarding the execution of the order or service(s) in question before the stipulated advance payment has been made.

15.2. The consumer has the duty to immediately report inaccuracies in payment details provided or mentioned to the entrepreneur.

15.3. If the consumer does not timely meet his payment obligation(s), he shall, after he has been notified by the entrepreneur of the late payment and the entrepreneur has granted the consumer a period of 14 days to still meet his payment obligations, after the non-payment within this 14-day period, owe the statutory interest on the amount due and the entrepreneur has the right to charge the extrajudicial collection costs incurred by him. These collection costs amount to a maximum of: 15% over outstanding amounts up to € 2,500; 10% over the next € 2,500 and 5% over the next € 5,000, with a minimum of € 40. The proprietor can deviate from the amounts and percentages mentioned for the benefit of the consumer.

Article 16 – Complaints procedure

We advise you to first make complaints known to us by emailing info@remarketed.nl. If this does not lead to a solution, it is possible to submit your dispute for mediation via Stichting WebwinkelKeur. From 15 February 2016, it is also possible for consumers in the EU to submit complaints via the European Commission's ODR platform. This ODR platform can be found at <https://ec.europa.eu/odr> . If your complaint is not already being processed elsewhere, you are free to file your complaint via the European Union platform."

Article 17 – Disputes

Contracts between the entrepreneur and the consumer to which these general terms and conditions relate are exclusively governed by Dutch law.

17.1. Disputes between the consumer and the trader over the conclusion or execution of contracts relating to products and services to be supplied or delivered by this trader can, with due observance of that which is stipulated below, be submitted by either the consumer or the trader to the Thuiswinkel Disputes Committee, P.O. Box 90600, 2509 LP in The Hague (www.sgc.nl).

17.2. A dispute will only be considered by the Disputes Committee if the consumer has first submitted his/her complaint to the trader within a reasonable period of time.

17.3. If the complaint does not lead to a solution, the dispute must be submitted to the Disputes Committee in writing or in another form to be determined by the Committee no later than 12 months after the date on which the consumer submitted the complaint to the entrepreneur.

17.4. If the consumer wishes to submit a dispute to the Disputes Committee, the entrepreneur is bound by this choice. Preferably, the consumer notifies the entrepreneur first.

17.5. When the entrepreneur wishes to submit a dispute to the Dispute Commission, the consumer shall, within five weeks after a written request made by the entrepreneur, express in writing whether he so desires or wants the dispute to be dealt with by the competent court. If the entrepreneur does not hear the consumer's choice within the five-week period, the entrepreneur is entitled to submit the dispute to the competent court.

17.6. The Disputes Committee shall rule under the conditions as laid down in the regulations of the Disputes Committee (www.degeschillencommissie.nl/over-ons/de-commissies/2404/thuiswinkel). The decisions of the Dispute Commission are made by way of a binding advice.

17.7. The Disputes Committee shall not deal with a dispute or shall discontinue its proceedings if the trader has been granted a suspension of payments, gone bankrupt or has actually terminated his business activities, before a dispute has been dealt with by the Committee at the session and a final ruling has been issued.

17.8. If, in addition to the Thuiswinkel Disputes Committee, another disputes committee recognised by or affiliated to the Stichting Geschillencommissies voor Consumentenzaken (SGC) or the Klachteninstituut Financiële Dienstverlening (Kifid) is competent, the Thuiswinkel Disputes Committee will have preference over the Thuiswinkel Disputes Committee for disputes primarily concerning the method of distance selling or provision of services. For all other disputes, the other disputes committee recognised by SGC or affiliated with Kifid.

Article 18 – Additional or different provisions

Additional provisions or provisions deviating from these general terms and conditions may not be to the detriment of the consumer and must be recorded in writing or in such a way that they can be stored by the consumer in an accessible manner on a durable data carrier.

Article 19 – Cancellation/dissolution and suspension of business agreements

19.1 Remarketed has the right, if the other party is or remains in any respect in default of fulfilling its obligations in respect of one, several and/or all deliveries carried out by remarketed, work carried out and/or on any other account, to suspend its obligations towards the other party wholly or partly and/or to cancel/dissolve the underlying agreements wholly or partly, without being held liable by the other party in any way and without prejudice to the rights accruing to remarketed.

19.2 remarketed also has this right as mentioned at 10.1 if the other party is subject to; criminal acts that affect the business relationship with remarketed as well as the good name and reputation of remarketed, a bankruptcy, suspension of payments, accession to the WSNP, other forms of debt counselling, liquidation of company form/ business activities, seizure, or a, according to remarketed's standards, threat of one or more of these circumstances including tax arrears. All claims of remarketed against the other party will then be immediately due and payable to it, without any further notice of default and/or notice of default being required.

19.3 If the other party wishes to dissolve/cancel the agreement(s) it has concluded with remarketed, remarketed will be entitled to claim compliance with the agreement(s) concluded, or the other party will owe remarketed cancellation/dissolution costs of at least 30% of the financial value of the agreement, at remarketed's discretion. remarketed will also have this right in circumstances as referred to in 10.1.

19.4 When cancelling or dissolving rental and/or subscription agreements, the other party will owe at least the remaining instalments from the disputed agreement with a minimum of 50% of the original financial value of the agreement.

19.5 In all cases referred to in article 10, remarketed will also have the right to recover from the other party all damage it has suffered and/or will suffer in any way and/or in any form.

19.6 remarketed cannot in any way be held liable by and/or on behalf of the other party in all cases referred to in article 10 for all direct and indirect consequences suffered in all acts of remarketed prompted by this article.

19.7 remarketed has the right to continue the performance of the agreement concluded with the other party, or to suspend the performance of the agreement in full or in part until after its approval, insofar as the performance and/or continuation requires this at its discretion.

Annex I: Model withdrawal form (Consumer)

Model withdrawal form: (complete and return this model form only if you wish to withdraw from the contract)

To: [name of entrepreneur]

[geographic address entrepreneur]

[fax number of entrepreneur, if available]

[e-mail address or electronic address of entrepreneur]b. I/We* hereby inform/share* you that I/We* have concluded our agreement concerning the sale of the following products: [product designation]*

the supply of the following digital content: [digital content designation]*

the supply of the following service: [service designation]*,

revoked/revoked*c. Ordered on*/received on* [date of order in the case of services or receipt in the case of products].

d. [Name of consumer(s)]

e. [Address of consumer(s)]

f. [Signature of consumer(s)] (only if this form is submitted on paper)

* Delete what does not apply or fill in what is applicable. You may use the above text on your letter.