

By submitting any forms through The Janitorial Agency or any of its subsidiaries, you are agreeing to the below mentioned ESIGN act and that all charges are considered services rendered and are non-refundable and final.

## II. Congressional Mandate: Study of Section 101(c)(1)(C)(ii)

### A. ESIGN's Consumer Consent Provision

On June 30, 2000, Congress enacted ESIGN to facilitate the use of electronic records and signatures in interstate and foreign commerce by ensuring the validity and legal effect of contracts entered into electronically. Careful to preserve the underlying consumer protection laws governing consumers' rights to receive certain information in writing, Congress imposed special requirements on businesses that want to use electronic records or signatures in consumer transactions. Section 101(c)

(1) of the Act provides that information required by law to be in writing can be made available electronically to a consumer only if he or she affirmatively consents to receive the information electronically(4)and the business clearly and conspicuously discloses specified information to the consumer before obtaining his or her consent.(5)

Moreover, Section 101(c)(1)(C)(ii) states that a consumer's consent to receive electronic records is valid only if the consumer "consents electronically or confirms his or her consent electronically, in a manner that reasonably demonstrates that the consumer can access information in the electronic form that will be used to provide the information that is the subject of the consent."(6) Section 101(c)(1)(C)(ii) overlays existing state and federal laws requiring that certain information be provided to consumers in writing. It also provides a framework for how businesses can comply with the underlying statutory or regulatory requirement to provide written information to consumers electronically - whether the information is a disclosure, a notice, or a statement of rights and obligations - within the context of a business-to-consumer transaction.

You also agree to the following web site development process:

- 1) TJA receives information via form submissions regarding your choice of a template to work from, colors requested, preferred domain name, and content to be put on your web site.
- 2) TJA develops your web site according to the specifications listed in your form submissions.
- 3) TJA sends you (the partner or customer) a link via email to view the site that we have put together.
- 4) You (the partner or customer) submit any changes, via email, you might need to make back to [online.marketing@janitorialagency.com](mailto:online.marketing@janitorialagency.com). This list of changes to be made should be complete, clear, and concise as TJA will only accept one set of modifications per every three (3) months. Any other changes you (the partner

or customer) might need after the first list is completed will be dealt with in three (3) month increments (quarterly) or with proper authorization by TJA management.

5) TJA will put your site online at your desired domain name, if available. If your preferred domain name is unavailable, TJA will contact you to decide on an acceptable and available domain name.

Please remember that The Janitorial Agency IS NOT responsible for ANY of the written content that goes on your website as it is approved by you before it is posted. An approval will only be accepted via email, afterward, this content can be duplicated or reused for any purpose The Janitorial Agency may need.

Any logos, business cards, websites or other materials developed for you by The Janitorial Agency is the sole property of The Janitorial Agency and cannot be duplicated by you for any reason whatsoever unless given permission by TJA.