

Last Updated: August 7, 2020

NOTARIZE TERMS OF USE

Welcome to Notarize!

Notarize, Inc. and its subsidiaries, including, Notarize, LLC (collectively, “**Notarize**”) offers a proprietary, web-based technology platform that allows authorized **Subscribers, Signatories, Witnesses/Participants** and **Other Users** to sign and notarize documents. The **Platform** is comprised of the website, **API’s, Systems, Services**, and mobile software applications available for Android and iOS devices (the “**App**”). The terms “**Notarize,**” “**we,**” “**us,**” and “**our**” refer to **Notarize**. Terms that are bolded or capitalized are defined in **Section 32** below.

You are a “**Visitor**” when you visit the Platform. You are a “**Subscriber**” if you have registered to obtain Services via the Platform for your individual use or on behalf of another person, business or entity, or if you are acting in an authorized capacity on behalf of another person, business or entity which has registered to obtain Services via the Platform. You are a “**Signatory**” if you have been designated by a Subscriber to sign a **Document** as a principal signer in a **Transaction**. You are a “**Witness/Participant**” if you participate in a Transaction in any capacity in which you are not a Signatory, including for example as a witness to the Signatory’s signature, as a credible witness to the identity of the Signatory, or as an attorney, title agent, realtor or other person who is interested in the Transaction and who is participating in the Transaction with the authorization of and at the request of a Signatory, Subscriber, or other party to the Transaction. You are an “**Other User**” if you access or use the Platform and any user, account or transaction information or data in any other authorized and lawful capacity or manner this would include, without limitation, developers accessing our Platform, API or any associated documentation, a Notary accessing, using, or interfacing with the Platform. Collectively, Subscribers, Signatories, Witnesses/Participants and Other Users are “**Registered Users.**”

Our Terms of Use apply to anyone accessing our Platform either as a Visitor or Registered User (collectively, “**you**” and “**your**”).

These Terms of Use contain the following sections:

- [Universal Terms of Use](#)
- [Your Consent to Conducting Transactions by Electronic Means](#)
- [Subscriber Terms of Use](#)
- [Signatory, Witness/Participant and Other User Terms of Use](#)
- [Definitions](#)
- [Notaverse Addendum- Additional Terms](#)

The portions of these Terms of Use that will apply to you depend upon your role in accessing and using the Platform. You and Notarize are collectively referred to as the “**Parties**” and each individually as a “**Party.**” Section headings are for reference only and do not affect the interpretation of these Terms of Use. **Please read these Terms of Use carefully.**

Which Terms of Use Apply to You

- **Visitor-** If you are a Visitor, by accessing the Platform, you agree to be bound by and comply with the **Universal Terms of Use**, which includes your consent to conduct transactions by electronic means.
- **Registered User-** If you are a Registered User, by registering to use or otherwise accessing the Platform, you agree to be bound by and comply with (i) the [Universal Terms of Use](#), which include your consent to conduct transactions by electronic means; and (ii) as applicable (a) the [Subscriber Terms of Use](#) including the [Notaverse Addendum- Additional Terms](#) and/or (b) the [Signatory, Witness/Participant and Other User Terms of Use](#).
- **Notaries** – If you are an Authorized Notary, by registering to use or otherwise access the Platform, you agree to be bound by and comply with (i) the [Universal Terms of Use](#), which include your consent to conduct transactions by electronic means; (ii) as applicable (a) the [Subscriber Terms of Use](#) and/or Notaverse Addendum- Additional Terms; and (iii) any supplemental Notary Platform Terms of Use, code of conduct, or guidelines and requirements which may be communicated to You by Notarize.

The Universal Terms of Use contain an arbitration clause and a waiver of class actions (see Section 2.18). The Universal Terms of Use also contain provisions governing the recording of each audio-video session and other session data (see Section 2.5). Therefore, if you agree to the Universal Terms of Use in the manner described above, you agree to these provisions. Please review these provisions carefully.

If after reviewing these Terms of Use carefully, you do not wish to be bound by them, please do not access the Platform or register to use our Services.

We may update these Terms of Use and our [Privacy Policy](#) from time to time. The revised version will be effective when we post it unless we state otherwise. By accessing the Platform after the Effective Date, you agree to be bound by the revised Terms of Use and Privacy Policy. At the top of these Terms of Use and the Privacy Policy we will provide the date that each was last updated. Please check these Terms of Use and the Privacy Policy regularly so that you are aware of any changes, as they are binding on you.

If you have any questions about these Terms of Use, the [Privacy Policy](#), the Platform, or your dealings with Notarize, please contact us at Support@Notarize.com.

UNIVERSAL TERMS OF USE (APPLIES TO ALL VISITORS AND ALL REGISTERED USERS)

1. Terms That Govern Your Use/Entire Agreement. Section 2 (*General Provisions*), Section 3 (*Your Consent to Conducting Transactions by Electronic Means*), and Section 32 (*Definitions*) of these Terms of Use apply to all Visitors and Registered Users. Depending on your relationship with Notarize, with respect to any Transaction, you may be one or more of a Subscriber, a Signatory or Witness/Participant. Listed below are the additional terms and conditions that may be applicable to you.

- [Subscriber Terms of Use](#)
- [Signatory, Witness/Participant and Other User Terms of Use](#)
- [Definitions](#)
- [Notaverse Addendum- Additional Terms](#)

2. General Provisions.

2.1. Definitions. Section 32 sets forth the defined terms used throughout these Terms of Use. Other capitalized terms that are not found within the Definitions are defined in the context in which they are used.

2.2. Age of Participation. Our Platform is not designed for use by anyone under the age of 18 without direct supervision of, and with the express permission and participation of, a parent or legal guardian. It is your responsibility to ensure that no person participates on the Platform or in an audio-video session who is not authorized by you and legally permitted to participate. However, in no circumstance may anyone under the age of 13 use the Platform for any purpose.

2.3. Consent and License to Use of User Data.

2.3.1. You agree that we may use your **User Data** (defined below) for all purposes necessary and appropriate (i) to provide you with the Platform and to perform and carry out the Services, including with respect to payment for the Services, (ii) to verify your identity including by using third-party identity database service providers, (iii) to maintain records, (iv) to communicate with you as provided for in these Terms of Use (v) to transmit and display your Documents and information and the record of your Transactions to you and to other authorized persons and recipients with the right or permission to receive or view them, (vi) to provide you with **Support Services**, (vii) as set forth in our [Privacy Policy](#), (viii) in accordance with and as required to comply with applicable law, and (ix) to establish the digital audits trails required under applicable law or as otherwise contractually required of Notarize.

2.3.2. Your consent includes a nonexclusive license for Notarize to access and use (and to permit its **Service Providers**, to access and use) User Data as follows: (i) to review, copy, reformat, modify, display, distribute, or otherwise use such information to maintain and provide the Platform and to perform and carry out the Services; (ii) to capture and store data and information relating to your account, your identity validation, your Transaction, and other Services; (iii) to transmit and display Transaction information, Documents and identity validation information, and further to maintain and display such information on our **Verification Portal** to you and other **Verification Portal Users** according to these Terms of Use and our Privacy Policy; (iv) to convey or provide access to such information to other parties to your Transaction, or to those with appropriate permissions or authority, or to other third parties as provided by relevant agreements or applicable law; (v) to transmit your information to Service Providers in connection with the Services; (vi) to store, maintain, display, and otherwise provide access to User Data in notary journals and other records of the Services and your Transaction; and (vii) to convey or provide access to information to law enforcement or regulatory agencies in accordance with lawful request or to other authorized persons pursuant to judicial or administrative decree or order or otherwise in accordance with law. You represent and warrant that you have sufficient authority and rights to provide the grant of rights in this Section.

2.4. Privacy Policy. We want to be sure you fully understand how we use your data and your rights of disclosure and control over your data. Please review our [Privacy Policy](#). It describes, among other things, Notarize's obligation to provide privacy and security of

data, our uses of data and your rights respecting your data, as well as your responsibility to protect passwords. By accessing the Platform and using any of the Services, you confirm that you have read and agree to the Privacy Policy.

2.5. Consent to Recording of Session Data, Audio Video, and Transaction

Information. You consent to our Platform creating a record of your session and the Transaction process. To the extent you invite others to participate with you in the session, you confirm to us, on their behalf, that they agree to participate and to be recorded as part of the session, and that it is lawful for them to so participate. The record of your session will be electronically stored by us, and may also be stored and viewed by other parties according to applicable agreements, your permission, or applicable law. The data from your session includes (i) your User Data, (ii) results of database searches, (iii) credential analysis and other processes authorized by law to validate your identity, (iv) the uploaded Documents and additional information about the Transaction, (v) session and connection information, (vi) all information required for the notary's journal or Transaction record, and, (vii) where applicable given the Service requested, the recording of your audio-video session with a **Notary** or **Identity Verification Designated Agent** and any other Signatories or Witnesses/Participants.

2.6. Consent to Participation by Others. You agree to the participation, in any meeting or session in which you receive Services, of Notaries, Identity Verification Designated Agents (where that Service is involved), other Signatories and Witnesses/Participants (such as, for example, title agents, attorneys, or realtors) who are requested or entitled by relevant agreements or law to participate, and others you have invited or agreed to be with you at the time of the session. You may cancel a meeting at any time if you do not wish to continue or do not believe any other person is entitled to participate.

2.7. Acknowledgement Concerning Applicable Notary Law. If you request any **Notarizations** on or through the Platform, you acknowledge and agree that (i) the Notaries are commissioned by and operate in the state or commonwealth in which they are commissioned/licensed pursuant to such state's or commonwealth's **Applicable Notary Law**; (ii) they perform the Services solely by virtue of such laws; (iii) you are explicitly requesting and invoking the Notaries' authority under the Applicable Notary Laws, irrespective of your geographic location (or the Signatory's, or Subscriber's geographic location (as applicable)) at the time of the Services, and agree that the Notarization may proceed under and shall be governed by the applicable laws of such state; and (iv) the Notaries are performing the requested Notarizations in their state or commonwealth, regardless of whether you (or the Signatory or Subscriber (as applicable)) are accessing the Services from locations outside of that state or commonwealth. Notarize only provides the Services because you acknowledge and agree to the foregoing, and would not provide the Services but for this acknowledgement and agreement.

2.8. Identity Verification Services. If you request Identity Verification Services for your Signatories, an Identity Verification Designated Agent acting on your behalf will perform the Identity Verification Services. Such an Agent may be a commissioned notary, but Identity Verification Services are not Notarizations, are not governed by any Applicable Notarial Law, and will not be accompanied by placement of a notarial seal or entries in a notarial journal. Identity Verification Services are governed by our separate Identity Verification Agreement with you and will be conducted per your specifications, the requirements of specific government or third-party forms, as applicable, and by requirements of non-notarial law, if applicable. We will maintain a record of Identity Verification Services according to our separate Agreement with you, which record will include a record of the identity information provided by the Signatory to Notarize, session information as specified, the recording of the audio-video session between the Signatory

and the Identity Verification Designated Agent, and any Identity Verification Documents resulting from the Services.

2.9. Acceptable Use Policy. You shall not use the Platform in a manner that, in our sole discretion: (i) is illegal, facilitates illegal activity or violates any federal, state, or local law or regulation; (ii) violates the legal rights of others, including without limitation any Notary providing Services on the Platform; (iii) is defamatory, obscene, indecent, harmful, deceptive, threatening, abusive, harassing, tortious, sexually explicit or pornographic, discriminatory, violent, hateful or otherwise objectionable; (iv) attempts to impersonate another person or entity; (v) attempts to gain or to gain unauthorized access to or disrupt any third party service, device, data, account or network; (iv) that distributes spam or malware; (vi) to perform research for a competitive product or service; or (vii) in a way that could materially harm the functionality or performance of the Platform.

2.10. Safety and Substances. No person may use the Services in any circumstance that would risk injury to themselves or others. By using the Services, you confirm and warrant to us that you are not under the influence of alcohol or any other substance which has impaired your ability to participate in a Transaction, sign Documents, obtain Notarizations, agree to obligations (including these Terms of Use), or otherwise perform any and all legally-binding acts involved in using the Services or our Platform.

2.11. Suspend Access and Termination. Notarize may, directly or indirectly, and by use of disabling device, suspend, terminate or otherwise deny any access or use of the Services, or remove or disable any Subscriber or Registered User or content if: (i) Notarize receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires Notarize to do so; or (ii) Notarize reasonably and in good faith believes such use or access: (a) violates these Terms of Use; (b) Subscriber (including Subscriber's users) or a Registered User is, has been, or is likely to be involved in any fraudulent, misleading, or unlawful activities relating to or in connection with any of the Services; or (iii) this Agreement expires or is terminated. This Section 2.11 does not limit any of Notarize's other rights or remedies, whether at law, in equity, or under this Agreement. Notarize will use commercially reasonable efforts to notify the Registered User before any suspension or disablement, except when Notarize reasonably believes that: (i) applicable law or legal process (such as court or government administrative agency processes) prohibits Notarize from doing so; or (ii) delaying notice is necessary to prevent imminent harm to the Platform, our employees, Notaries, the Services, or any other person.

2.12. Volunteered Feedback. The term "**Feedback**" means suggestions, ideas, feature requests, and recommendations by Notarize customers relating to the Platform or other elements of Notarize's business. The term "**Volunteered Feedback**" means Feedback that embodies **Intellectual Property Rights** owned or controlled by a Visitor or Registered User. Notarize neither seeks nor requests Volunteered Feedback, and these Terms of Use place no obligation on you to provide Notarize with Volunteered Feedback. If you deliver Volunteered Feedback to Notarize, (i) you transfer to Notarize your rights in Volunteered Feedback (including Intellectual Property Rights) and (ii) Notarize grants back to you a nonexclusive, perpetual, irrevocable, paid-up license to copy, modify, distribute, and otherwise exploit such Volunteered Feedback.

2.13. Confirmation of Identity, Capacity, and Freedom of Action. You confirm that you will provide truthful, accurate, and complete information in registering your account, in using the Services, in participating on the Platform, and in responding to questions or other requests by Notaries and Identity Verification Designated Agents acting through our Platform, and otherwise in communicating with us. You will also truthfully identify yourself

for all purposes in connection with the Services. You also confirm and warrant to us that you are participating in the Services knowingly and intentionally for their intended purpose and that you are acting willingly without duress or coercion.

2.14. Outside the United States. If when you access the Platform or request the Services you are physically located outside the United States, you confirm to us: (i) that it is not illegal or prohibited in the jurisdiction where you are physically located to access and use the Platform or to obtain Notarizations or other Services from us; and (ii) that the Document or Transaction pertains to a matter before a court, governmental entity, public official, or other entity located in the territorial jurisdiction of the United States, or involves property located in the territorial jurisdiction of the United States, or a transaction substantially connected with the United States.

2.15. Export Control Laws. You represent and warrant that you will not access, download, use, export, or re-export, directly or indirectly, the Notarize Data to any entity, government, location, territory, or person prohibited by Export Laws from receiving Notarize Data (including, without limitation, to any end user in a U.S. embargoed country or territory or an end user included in OFAC's list of Specially Designated Nationals or the U.S. Commerce Department's Entity List or Denied Persons List) without first complying with all Export Laws that may be imposed by the United States or any other country or organization of nations within whose jurisdiction you operate. You are solely responsible for complying with the Export Laws for all Notarize Data and any of its content transmitted through the Platform. For purposes of this clause, "**Notarize Data**" means the Platform and any related information and documentation, and any derivatives thereof, that Notarize makes available; and "**Export Laws**" the export control laws and regulations of the United States (including, without limitation, the U.S. Export Administration Act and the U.S. Department of the Treasury Office of Foreign Assets Control ("**OFAC**") regulations) and other jurisdictions.

2.16. Analytics. Notarize shall be entitled to collect, compile, analyze and otherwise use (i) De-Identified statistical data related to use of the Platform and Services and (ii) other data that qualifies as De-Identified Data (collectively "**Notarize Analytics**"); provided, however, that any such use shall comply with the Privacy Policy. The term "**De-identified Data**" means information that meets each of the following criteria: the information (i) does not identify a particular natural person; (ii) does not identify, by network Internet Protocol address, raw hardware serial number, or raw MAC address, a specific device or computer associated with or used by a person; (iii) does not identify the user; and (iv) is not reasonably linkable to a particular natural person due to technical, legal, or other controls. Notarize will not pay compensation for its use of the Notarize Analytics.

2.17. Disclaimer. The Platform and all of Notarize's or its Service Providers' performance obligations are provided "as is" without warranty of any kind. Notarize does not warrant: (i) that the Platform or its performance will meet your requirements; (ii) that the Platform's operation or the delivery of Services will be uninterrupted or error-free; (iii) that a third party will accept a Notarized Document or e-signed Document for your intended purpose; or (iv) that a court or other authority that declines to follow Applicable Notary Law and/or Applicable Electronic Signatures Law will recognize a Notarization or E-Signed Document as valid or enforceable. To the fullest extent permitted by law, and except solely as otherwise explicitly stated herein, Notarize disclaims (for itself, its Notaries, its Service Providers and its licensors) all other representations and warranties, whether express or implied, oral or written, with respect to the Notarize Platform and other performance obligations under these Terms of Use, including without limitation, all

implied warranties of title, non-infringement, quiet enjoyment, accuracy, integration, merchantability or fitness for any particular purpose, and all warranties arising from any course of dealing, course of performance or usage of trade.

2.18. Governing Law; No Class Actions; Arbitration of Disputes.

2.18.1. Governing Law; Exclusive Jurisdiction. The Parties agree and acknowledge that any question, conflict, requirement, interpretation, or disagreement related to Notarizations (including the validity of such Notarizations) and the validity of e-signatures shall be governed by and construed according to the Applicable Notary Law and Applicable Electronic Signatures Law, without regard to its or their conflicts of law provisions. Otherwise, any question, conflict, requirement, interpretation, or disagreement arising out of or in any way relating to these Terms of Use shall be governed by and construed per the laws of the Commonwealth of Massachusetts, USA, without regard to its conflicts of law provisions.

2.18.2. Jury Trial and Class Action Waiver. Without limiting and fully subject to the arbitration requirements in the below section (Arbitration of Disputes), both you and Notarize voluntarily and irrevocably waive trial by jury in any action or other proceeding brought in connection with any dispute with Notarize including without limitation any dispute governed by these Terms of Use. You further expressly waive any right to bring or participate in a class action or seek class action status. The scope of this waiver encompasses any and all disputes that may be filed in any court and that arise out of or relate in any way to Notarize, the Platform, the Services or these Terms of Use, including, without limitation, contract claims, tort claims, breach of duty claims, and all other common law and statutory claims.

2.19. Arbitration of Disputes. You and Notarize agree to submit any and all disputes arising out of or in any way relating to Notarize, the Platform, the Services, or these Terms of Use, including any disputes arising from or relating to any claim or issue of wrongdoing, interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration administered by JAMS under the JAMS Rules. Such arbitration is intended to apply to any claim or dispute to the fullest lawful extent, including, without limitation, contract claims, tort claims, breach of duty claims, and all other common law and statutory claims. The arbitration will be conducted in Suffolk County in the Commonwealth of Massachusetts, and judgment on the arbitration award may be entered into any court that has jurisdiction. The payment of all fees will be governed by JAMS Rules. If it is more convenient for you, you and any permitted representative and witness of yours may, if you prefer, participate in the arbitration from your home or office by telephone or audio-video conference. “**JAMS**” means the Judicial Arbitration and Mediation Service. “**JAMS Rules**” means the JAMS’ Streamlined Arbitration Rules and Procedures, if applicable, or otherwise under its Comprehensive Arbitration Rules and Procedures and according to the Expedited Procedures in those Rules.

2.20. No Waiver. The failure of either Party to enforce its rights under these Terms of Use at any time for any period will not be construed as a waiver of such rights, and the exercise of one right or remedy will not be deemed a waiver of any other right or remedy.

2.21. Unenforceability. If any provision of these Terms of Use is determined to be invalid, that provision will be limited or eliminated to the minimum extent necessary so that these Terms of Use will otherwise remain in full force and effect and enforceable.

2.22. No Legal Advice. While accessing the Platform or receiving the Services, you may receive information from Notarize concerning laws governing electronic signatures, electronic

notarization, and other subject matter areas. This information and any content provided by Notarize is for general informational purposes only and does not constitute legal advice. Notarize and the Notaries or Identity Verification Agents you may access on the Platform are not lawyers or a law firm, are not licensed to practice law in any state, and are not providing you legal advice. You are responsible for obtaining professional legal advice concerning any and all aspects of the Services, your Documents, or your Transactions.

2.23. Authority. If you create an account, register to use the Platform, agree to these Terms of Use and our [Privacy Policy](#), or initiate a Transaction or otherwise use any of the Services, or take any other action on behalf of another person or an entity, you represent that you have all necessary power, authority, and permissions to (a) to act on behalf of such other person, business or entity and to bind them to these Terms of Use and our Privacy Notice; (b) to access, view, and use the Platform and all Services; and (c) to provide, access, transmit and use all User Data according to these Terms of Use.

2.24. Force Majeure. Neither Party shall be liable for a failure or delay in the performance of its obligations under these Terms of Use due to strikes (except with respect to its own labor force), shortages, riots, insurrection, acts of God, war, governmental action, power or connectivity interruptions, or other causes beyond the Party's reasonable control.

2.25. Communications. You consent to allow Notarize or its Service Providers to contact you about a Transaction or for information relating to your use of the Services at any telephone number you provide (including any cellphone number, or any number that is converted into a cellphone number) using an autodialer and/or an artificial voice call. While you may revoke your consent for Notarize or its Service Providers to call you using an autodialer and/or an artificial voice call, you may not revoke your consent for Notarize to call you via any telephone that does not constitute an "automatic telephone dialing system" under the Telephone Consumer Protection Act. Notarize or its Service Providers may also contact you via any email address that you provide to Notarize.

2.26. Notices. Unless otherwise explicitly under these Terms of Use, all notices under these Terms of Use to Notarize will be in writing, in English and delivered to support@notarize.com. All notices to you will be given to the person named and to the email address given in your account or registration information on the Platform.

2.27. Contact for Alleged Copyright Infringement. We respect the intellectual property rights of others and require that our users do the same. If you believe that content on the Platform or other activity taking place on the Platform constitutes an infringement of a work protected by copyright, please notify our agent, designated under the Digital Millennium Copyright Act (17 U.S.C. §512) (the "DMCA") to respond to such concerns, as follows: legal@notarize.com. Your notice must comply with the DMCA. Upon receipt of a compliant notice, we will respond and proceed according to the DMCA.

2.28. Survival. The following shall survive the termination or expiration of these Terms of Use for whatever reason or cause: **Section 2.1** (*Definitions*); **Section 2.12** (*Volunteered Feedback*); **Section 2.16** (*Analytics*); **Section 2.18** (*Governing Law; No Class Actions; Arbitration of Disputes*); **Section 2.25** (*Communications*); **Section 2.28** (*Survival*).

YOUR CONSENT TO CONDUCTING TRANSACTIONS BY ELECTRONIC MEANS.

3. This Disclosure and Consent provides you with important information about using our Services and our Platform. In connection with each Transaction that brings you to our Platform

to use our Services, you may be entitled by law to receive certain information “in writing” – which means you would be entitled to receive it on paper. If you choose to receive such information electronically, and also to conduct Transactions with us and to view, sign and access your Documents electronically, you must consent to do so. Your consent is set forth below.

3.1. Consent to Use Electronic Means; Scope. You agree to receive the Services and to conduct Transactions over our Platform by electronic means. You also consent to receive, by electronic means, all Documents and communications relating to your Transactions and involving the use of our Platform and our Services. We and any business involved in providing the Documents for which you are accessing our Platform and Services will communicate with you electronically, including over the internet and by email or through notices we post via the Platform. You are providing this Consent to us, and also for the benefit of all other parties providing Documents as part of your Transactions on our Platform. In addition to the foregoing, you consent to do all the following by electronic means rather than in paper form: (i) convey, receive, access and view Documents, (ii) acknowledge your signature, be placed under oath, or do those things necessary for all required Notarizations; (iii) communicate via an internet-based audio/video link with us, (iv) create an electronic signature and use it to sign all Documents, as required, and (v) view, access and receive all Documents, notices and communications, as electronic records, via email and an internet link which you can use to view, download or print for your records.

3.2. Withdrawal of Consent. You may choose not to consent to conduct Transactions and communications by electronic means, or to withdraw your consent at any time. To do so, please notify us at support@notarize.com. But if you do not consent to conduct Transactions and communications electronically as set out above, or if you choose later to withdraw your consent, you will not be able to participate in our Platform or use our Services, and will no longer be able to conduct new Transactions with Notarize, as it is an electronic web-based service for Notarization, e-signing of Documents, identity verification and related Services. All actions taken by you before your withdrawal of consent, including the signing of Documents and participating in Notarizations, remain valid and enforceable even after a subsequent withdrawal of your consent to conduct transactions by electronic means.

3.3. Requests for Certain Materials in Paper Form. After any signing session is complete, all Documents will be available to you to view and print via an internet link that will be provided to you at the email address you’ve provided to us. Also, you may request from us, at support@notarize.com, a paper copy of this consent and these Terms of Use. If applicable law requires us to provide you with access to your signed and notarized Documents or other communications via paper form rather than electronic means, we will comply with such law and will charge the fees for such paper access as are permitted by law, if any. If you wish to receive any Documents related to your Transaction in paper form prior to signing, you will need to obtain them from the business or any other sources that originally provided them to you.

3.4. Questions About Your Transaction Itself? If you have any questions about the underlying Documents or Transactions for which you wish to use our Services and our Platform, including what the Documents mean, please direct those questions to the party asking you to have the Document signed and/or notarized, or to its intended recipient, or to your attorney, who will be able to answer those questions for you.

3.5. Viewing Documents During and After Your Signing Session. Documents shown in the web browser during the electronic signing and Notarization process are a

rendering of the actual Document. This rendering looks the same as the electronic Document, but has added features that facilitate the online viewing and signing process. If your signature is required and you choose to sign, your electronic signature will be placed by you on the Document. After the signing session, you may access and view your signed and notarized Documents using an internet link that will be provided to you after the session is complete.

3.6. Consent to Use Electronic Signature. You agree to create or adopt and use an electronic signature to sign all Documents or forms requiring your signature or initials. You understand that your electronic signature and initials on a Document or form are just as valid and legally binding on you like your pen and ink signature and initials.

3.7. Indicating Your Consent. By setting up your account on our Platform and consenting to these Terms of Use or by in any other way using our Services, you consent to use and to conduct your Transactions on our Platform as indicated above, and to receive all communications electronically, and also to sign and receive Documents according to the process described above. You also confirm that you have the hardware and software required (as specified in the following section) to use the Platform and Services and to access, view, sign, receive (and if desired) print the Documents provided to you in electronic form.

3.8. System Requirements; Changes to Requirements. You understand and represent that your systems include, at a minimum, software and hardware as set forth below, and that you are able to access and use the Platform and our Services using your systems:

3.8.1. To access and use the Platform, you must have the following: (a) adequate computing memory to operate, store and view documents; (b) if you access the service from a Desktop or laptop computer, you must have: a PC with Windows Vista or later or Mac with OS X 10.11 or later; an internet browser with cookies and JavaScript enabled (Firefox v. 56.0 or later, Google Chrome v. 63.0 or later, or Apple Safari v. 11.0 or later); Acrobat Reader v6.x or later with JavaScript and browser display enabled; a webcam, microphone, and speaker to support a live, real time audio video connection; and (c) if you access the service from a mobile device, the device must have: iOS version 11.0 or later, or Android version 5.0 or later, and the current Notarize app; (d) Internet access through an Internet Service Provider selected by you using a broadband connection sufficient to access the Platform and view, annotate and sign documents and to support a live, real-time audio video connection to a Notary; (e) Internet connected E-mail capability; and (f) printer (if you want to print copies of electronic records).

3.8.2. Your Responsibility. You are responsible for configuring your system to accommodate the above computer requirements.

3.8.3. Changes to Requirements. If we change the minimum hardware or software requirements needed to access or retain records, and the change creates a material risk that you will not be able to access or retain a subsequent record, then before the change takes effect we will notify you of the new requirements via email. If you do not wish to meet the changed requirements, you will be entitled to terminate your account, according to Section 0 (Your Consent to Conducting Transactions by Electronic Means). Using our System after notification of such changes is reaffirmation of your consent.

SUBSCRIBER TERMS OF USE

Please read these **Subscriber Terms of Use** carefully before you access or use the Platform or our Services. The Subscriber Terms of Use apply to you if you have registered to obtain Services via the Platform, whether for your own individual use or on behalf of another person, business or entity; and they also apply to you if you are acting in an authorized capacity on behalf of another person, business or entity which has registered to obtain Services via the Platform. If you have agreed to a Subscription Plan on our website, the terms of the Subscription Plan shall govern in the event of any conflict with these Terms of Use. In the event you have entered into a Master Services Agreement with us, the terms of the Master Services Agreement will govern in the event of any conflict with these Terms of Use. If you have entered into a **Subscription Plan Order Form** with us, the terms of the Subscription Plan Order Form will govern in the event of any conflict with these Terms of Use.

4. Incorporation of Other Provisions. The terms and conditions set out in the Universal Terms of Use are incorporated herein. The Definitions for Terms of Use set out defined terms that are used in these Subscriber Terms of Use and are incorporated herein. Other terms are defined in the context in which they are used. Additional terms and conditions may apply depending on the Service selected. Such additional terms shall be incorporated into and made a part of these Subscriber Terms of Use.

5. Authority and Permissions. If you are registering or otherwise accessing the Platform or our Services on behalf of another person, business or entity, you confirm and represent to us that you have all required authority and permission (a) to act on behalf of such other person, business or entity and to bind them to these Terms of Use, (b) to access, view, and use the Platform and all Services, and (c) to provide, access, transmit and use all User Data according to these Terms of Use. Please ensure that only authorized persons within your organization have access to your account information and passwords, as we will treat anyone who accesses and uses the Platform or our Services, using your account and passwords, as having agreed to these Terms of Use and as having all required authority and permissions to use the Platform and our Services on your behalf.

6. Services and Plans. Notarize offers its Services to Subscribers through various subscription plans offering a range of Services, including, but not limited to Notarize's self-service online "Click to Buy" plan (each a "**Subscription Plan**" or "**Plan**"). Each Subscription Plan will set forth the Services Notarize will provide as part of that subscription along with periodic and per-Service charges and fees, and each Subscriber will select the Subscription Plan appropriate to their needs. Subject to the terms and conditions in these Terms of Use, Notarize shall provide the Subscriber with the Services set forth in the chosen Subscription Plan, and will assess Subscriber the charges and fees provided in such Plan. Notarize reserves the right to modify, terminate, or otherwise amend the fees and features associated with your Subscription Plan at any time.

6.1. Click to Buy Title Agency Subscription Plans. If you have purchased a Title Agency Subscription Plan through our Click to Buy option (i.e. you have not signed a Subscription Plan Order Form and signed up online for "pay as you go" or a month to month Subscription Plan) the following terms and conditions apply to your use of the Services.

6.1.1. Transactional Fees. Subscriber will pay Transactional fees per each initiated Signing Session. A "**Signing Session**" is defined as one (1) unified meeting with a Notary (either a Notarize supplied notary or Subscriber's Authorized Notary) with as many Signatories and applicable Witnesses as the Platform may support at the current time. A Transaction that requires more than one (1) Signing Session (i.e. multiple signers in different locations signing at different times) will incur multiple Signing Session Fees. A **Closing Signing**

Session fee will be paid by Subscriber in connection with a Transaction that is either initiated by Subscriber or a lender, in which a majority of the documents that are customarily necessary for the completion of a real estate closing (or settlement) are presented to a signer to be eSigned and Notarized. An **Ancillary Document Signing Session** fee will be paid by Subscriber in connection with a Transaction that is initiated by Subscriber and in which the Documents to be eSigned and Notarized as part of the Transaction do not qualify as a Closing Signing Session, these documents include trailing documents or other Documents that may or may not be incidental to a Closing Signing Session. For avoidance of doubt, if Subscriber uses the Platform for both a seller and buyer side of a Transaction, Subscriber will pay a separate Closing Signing Services fee for the buyer and seller side of the Transaction (i.e. If both the buyer and seller are using the Platform each “side” of the closing will be charged a Transaction Fee).

6.1.2. Acknowledgment Regarding Notarize. Subscriber acknowledges that Notarize is not a licensed title provider or escrow agent and that Subscriber will supervise or participate in each Transaction in accordance with applicable legal requirements.

6.1.3. The Notarize Network. Subscriber acknowledges that upon signing up for a Subscription Plan it automatically will be registered as a member Notarize Network. Notwithstanding any restrictions in the Terms of Use regarding use of marks, for the purposes of promoting and facilitating the Notarize Network, Subscriber grant Notarize the right to use Subscriber Marks to list the Subscriber as being a member of the Notarize Network and as title and settlement services provider in the Notarize Network. “Notarize Network” means the network of investors, insurers and service providers, including but not limited to title agents, underwriters and secondary market participants, who collaborate in various respects and at various stages in the successful completion of the real property and mortgage transactions processed through the Platform.

7. Automatic Renewal, Changes and Cancellations. At the conclusion of its stated term, each Subscription Plan will auto-renew, on a month-by-month basis until terminated by either party as set forth in these Terms of Use, on the terms applicable to the last month of that Subscription Plan. At any time, and unless otherwise provided for or prohibited from doing so in the applicable Subscription Plan, a Subscriber may cancel or change its Subscription Plan. In the event Subscriber changes its Subscription Plan, from and after the date of the change, the terms of the new Subscription Plan will determine the Services available to the Subscriber and associated fees and charges. After any change or cancellation, a Subscriber will no longer have access to any unused Services which would have been available during the remainder of any prepaid term of the prior or canceled Subscription Plan.

8. Subscriber Fees and Payment. In consideration for the Services you receive as part of your chosen Subscription Plan, you shall timely pay to Notarize the various fees specified on the Platform including in a Subscription Plan, at the time(s) specified on the Platform or, if applicable, by the Subscription Plan. These may include, as specified, monthly, annual or other periodic fees, as well as fees arising in connection with Transactions (such as per-notarization or per e-signed document fees), or other specific line-item fees for other Services. Unless the applicable Subscription Plan specifically states otherwise, the following general payment terms shall apply:

8.1. Time of Payment. All periodic fees (such as minimum commitment or platform fees which are payable monthly or annually) will be charged at the beginning of each period. All fees not included within the periodic fees, such as per-Notarization or per-

e- signed Document fees or fees for other Services, or overages or other Services outside of the Subscription Plan, will be charged by Notarize either at the time of each such Transaction or other Service, or on a monthly basis in arrears, according to the Subscription Plan or Notarize's standard practice.

8.2. Acceptable Payment Methods. All payments will be charged automatically via one of the payment methods accepted on our Platform (such as credit card or ACH direct deduct) as set up by you when establishing your account and choosing your Subscription Plan; and you authorize us to charge your credit card or other payment method for all charges at the times and in the amounts set forth in your Plan. You may change your payment methods from time to time so long as any new payment method is from the list of acceptable methods on the Platform. To be valid, each payment method must permit Notarize to charge and receive payment of all amounts due, from time to time, under your Subscription Plan and for any other charges you incur.

8.3. Overages and Unused Transaction-related Items or Services. If the Subscriber exceeds the specified number of Transactions (including specified numbers of Notarizations or e-signed Documents) or other permitted Services offered under the Subscription Plan or included at a specific price, Subscriber's payment method will be charged, on a pro-rata basis based upon Notarize's standard charges or, if different, the Plan's established line-item charges, for each such excess Transaction, per- Notarization or other per-Document charge, or Service. Subscriber shall not be entitled to any pro-rata or other refund or credit on account of monthly or other periodic fees paid but for which the maximum number of permitted Transactions or Services were not fully used by Subscriber during the specified term.

8.4. Subscriber Invoicing. If we have agreed with you in a separate writing that you will be invoiced for payment, rather than being charged automatically pursuant to your Subscription Plan by means of an acceptable payment method, then you will pay to Notarize in a timely manner according to all agreed payment terms and according to our invoices as set forth below.

8.4.1. Subscriber Payment Terms. The Subscriber shall pay invoices in full (without deduction, set-off, or counterclaim) within thirty (30) days from the date of the invoice in US dollars at Notarize's address or to an account specified by Notarize. Past due amounts shall bear a late payment charge, until paid, at the rate of one and one-half percent (1.5%) per month or the maximum amount permitted by law, whichever is less. All payments on invoices are non-refundable.

8.4.2. Subscriber True-Up. If the Subscriber's payment terms include pre-paid advanced fees which are explicitly intended to be applied against Transactions, Notarizations, e-sign Documents or other costs or other specified Services during an agreed term, then upon conclusion of the term, Notarize shall determine if the Subscriber has ordered more Transactions, Notarizations or e-signed Documents, or otherwise obtained more Services, than covered by the advanced fees and, if so, Notarize shall invoice the Subscriber for the additional Transactions-related acts or other Services on a pro-rata basis based upon the provisions governing the advanced fee payment. Unless another agreement has explicitly been made in writing, Subscriber shall not be entitled to any pro-rata or other refund or credit on account of pre-paid advanced fees explicitly intended to be applied against Transaction-related costs or other specified

Services during an agreed term, but for which the maximum number of Transactions or Services were not fully used during the specified term.

8.5. Subscriber Taxes. All payments required by these Terms of Use, the Subscription Plan, or pursuant any other agreement between the parties, are exclusive of federal, state, local and foreign taxes, duties, tariffs, levies, withholdings and similar assessments (including without limitation, sales taxes, use taxes, and value added taxes), and the Subscriber agrees to bear and be responsible for the payment of all such charges, excluding taxes based upon Notarize's net income. All amounts due hereunder shall be grossed-up for any withholding taxes imposed by any foreign government.

9. Subscriber Responsibilities in Obtaining Services.

9.1. Subscriber Transaction Requests; Designating Signatories and Witnesses/Participants. After setting up an account and agreeing to make payment as set forth on the Platform including in a Subscription Plan, a Subscriber may access the Services available under the chosen Plan. To perform a Transaction on the Platform, Subscriber will initiate a **Transaction Request** (defined below).

9.1.1. A Subscriber, such as a consumer, may initiate a Transaction Request for himself or herself by designating himself or herself as the Signatory in the Transaction.

9.1.2. A Subscriber which is a business entity may initiate a Transaction Request for a designated Signatory (including, for example, a customer or employee) who needs to have one or more Documents signed or notarized for use with the Subscriber.

9.1.3. As appropriate for the specific Transaction, any Subscriber may designate Signatories and/or Witnesses/Participants to participate in a Transaction (up to the number of such persons then-permitted to participate on the Platform under Notarize's then-applicable rules and functionality). In accordance with procedures established by Notarize and available on the Platform, Witnesses and/or Participants may be invited into the Transaction session after the initial Transaction Request and during the session itself.

9.1.4. Upon receipt of a complete Transaction Request, Notarize will use commercially reasonable efforts to process compliant Transaction Requests for Services within the period specified in the Transaction Request.

9.2. Subscriber Use of Application Programming Interface. Subject to availability, and if offered by Notarize, the Subscriber has the option of using a Notarize API to streamline the submission and processing of Transaction Requests. The Platform provides specifications and other information needed for the Subscriber's implementation of the API. Notarize will provide reasonable support to assist the Subscriber in implementing the API, per the Support Services.

9.3. Subscriber Transaction Volumes. Notarize structures its Services based upon reasonable projections respecting the volume of Subscriber Transaction Requests. In the event of an unanticipated spike in volume, Notarize shall be entitled to reasonably postpone (or decline) a Subscriber Transaction Request.

9.4. Accuracy of Subscriber Transaction Documents; Permitted Signing; Level of Authentication Required. The Subscriber is solely responsible for the accuracy, content, legality, and nature of (i) the Transaction Documents (and all information contained

therein) in the form delivered to Notarize, and (ii) all other User Data that is submitted by the Subscriber or its Signatories in connection with the Services. Subscriber is solely responsible for determining whether any particular Transaction and any associated Document(s) (i) may be electronically signed by Signatories and Witnesses under any applicable laws governing such Documents, including but not limited to Applicable Electronic Signature Laws or Applicable Notary Laws; (ii) complies with the requirements of any applicable governing body or agency standards, rules or guidelines; and (iii) that the Document's intended recipient is willing to transact using electronic means and will accept it. Subscriber is further responsible, with respect to e-signed-only Documents, for determining when in the transaction flow a particular Document will be executed (such as before or during a meeting with a notary) and the level of signer identity authentication it considers appropriate for such Documents given the nature of the Transaction, and for then choosing the Service appropriate for the Document.

9.5. Subscriber Systems. The Subscriber is responsible, at its expense, for operating and maintaining its **Subscriber Systems**. The Subscriber is responsible for corresponding backup, recovery, network security and maintenance service for the Subscriber Systems.

9.6. User Data Backups; Retention. Subject to applicable law, the Subscriber shall retain copies of all User Data submitted to Notarize; all Documents received from Notarize; and other User Data received from Subscriber and its Signatories and associated with the Services. The Subscriber shall be solely responsible for backup of such data, and to retain such data according to retention requirements applicable to the Subscriber. Except solely for maintaining specified notarial records according to law or as otherwise outlined in the [Privacy Policy](#), Notarize has (i) no obligation to backup User Data, and (ii) although Notarize will make Documents available for review via the Platform and the Verification Portal as provided for herein (subject to applicable law and to any restrictions or limitations or deletion requests made by parties with lawful authority to do so), Notarize has no obligation to retain or display any such Documents.

9.7. Protecting Passwords; Responsibility for Activities. The Subscriber shall maintain its username(s) and password(s) associated with the Platform in confidence, and will not disclose this information or make it accessible to unauthorized persons. Subscriber is responsible for all activity occurring under accounts that are registered under, or related to, Subscriber's account for which Services are being provided. If Subscriber is a business or entity, it will ensure that only those persons within its organization who have the required and appropriate authority and permissions have access to the passwords and therefore to the Platform, to its account and administrative functions, to the functionality for administering or viewing Transactions, and to User Data. Notarize will provide persons with the Subscriber's access credentials with all of the rights and privileges that it provides to the Subscriber, and will hold the Subscriber responsible for the activities of a person using the Subscriber's access credentials.

10. Relationship with Subscriber's Signatories and Witnesses/Participants and Other Users; Terms. As a condition to providing the Services, Notarize will require Signatories and any Witnesses/Participants and Other Users to agree to its then-current Terms of Use and Privacy Policy. The Subscriber and Notarize acknowledge each party's rights and obligations are affected by the acts or omissions of Subscriber's Signatories and their Witnesses/Participants and Other Users. It is agreed (i) that the Subscriber shall not challenge the enforceability of the Signatory and Witness/Participant and Other User Terms of Use; (ii) that Notarize shall not seek to hold the Subscriber liable for its Signatory's or

Witness's/Participant's or Other User's non-compliance with the Signatory and Witness/Participant and Other User Terms of Use unless the Subscriber has aided or otherwise facilitated such non-compliance; and (iii) that Notarize shall be excused from performance under these Subscriber Terms of Use if a Signatory's or Witness's/Participant's or Other User's acts or omissions materially impair Notarize's provision of Services (or fulfillment of other obligations) to the Subscriber.

11. Subscriber Support and Maintenance.

11.1. Support Services. Notarize will use commercially reasonable efforts to provide the Subscriber with support services (the "**Support Services**"). The Support Services may include, depending on the Subscription Plan selected: (i) new account onboarding; (ii) API integration support; (iii) customer success support; (iv) email support; and (v) phone-based support. Before submitting a support request, the Subscriber shall first review all support information available on the Platform and in user documentation (as such may be available).

11.2. Subscriber Maintenance Services; Availability. Notarize shall, using commercially reasonable efforts and commercially reasonable response and resolution times, during **Service Business Days**: (i) correct material errors reported by the Subscriber and (ii) make the Platform available to the Subscriber without material interruption for purposes of processing Transactions, subject to reasonable downtime for maintenance and error corrections.

11.3. Additional Support and Training Terms Applicable to Subscriber. Notarize is entitled to charge the Subscriber, according to Notarize's (or its Service Providers') then-current pricing and other applicable policies, for provision of Support Services required due to (i) problems, errors, or inquiries caused by the Subscriber's acts or omissions, issues with the User Data or the Subscriber Systems, and (ii) excessive requests for Support Services beyond that available under Subscriber's current Plan. Notarize is also be available to offer reasonable additional support and training under separate, mutually agreeable terms and conditions.

12. Notarize and Subscriber Licenses; Grant of Rights; and Ownership.

12.1. Notarize License to Subscriber for Platform. Notarize grants the Subscriber, under Notarize's Intellectual Property Rights and during the term, a nonexclusive, non- sublicenseable, non-transferable subscription license to access and use the Platform, and to permit its Signatories and Witnesses/Participants to access and use the Platform, solely for the purposes allowed under these Terms of Use. The Subscriber shall be limited to cloud-based access to an instance of the Notarize System that resides in object code form on servers controlled by Notarize; (ii) the access shall be via a browser approved by Notarize, the App, or the API (as applicable); and (iii) the Platform shall in all respects be the current version generally made available by Notarize to its customers.

12.2. Notarize License to Subscriber for User Documentation and API. Notarize grants to the Subscriber, during the term and under its Intellectual Property Rights, a nonexclusive license to access and use (but not modify) solely in connection with the Subscriber's use of the Platform: (i) user documentation (where provided); and (ii) each API, to the extent available and, if available, to the extent the Subscriber chooses to access the Platform through an API.

12.3. Limitations on Subscriber Use. By way of clarification and not limitation as to conduct that is not permitted under the above licenses, the Subscriber shall use the Platform for its internal purposes only and expressly shall not: (i) use the Platform to

act as a service bureau or otherwise permit unauthorized third parties to obtain Services under the Subscriber Terms of Use; (ii) seek to adapt, modify, decompile, disassemble, reverse engineer, or otherwise attempt to derive or gain access to the source code of the Platform (or any of its components); (iii) bypass or breach any security device or protection used by the Platform or access or use the Platform other than through the use of a Subscriber's valid access credentials; or (iv) use the Platform for purposes of acting as a reseller (without Notarize's express written permission) of Notarize's Services or for building or providing a competitive product or service.

12.4. Subscriber License to Notarize to Perform Services. In addition to the licenses that the Subscriber grants to Notarize as part of **Section 2.3** of the Universal Terms of Use, the Subscriber grants to Notarize, and under its Intellectual Property Rights, a nonexclusive license to access and use (and to permit its Service Providers to access and use) (i) the User Data, (ii) the Subscriber's Systems and processes for initiating Transactions or using the Services, and (iii) other resources, for purposes of providing the Services to the Subscriber and its Signatories and Witnesses/Participants.

12.5. Respective Ownership. Except as expressly provided in this **Section 12** (*Notarize and Subscriber Licenses; Grant of Rights; and Ownership*), as between Notarize and the Subscriber, Notarize is and shall remain sole owner of all right, title, and interest in and to (i) the Platform and its components, including all Intellectual Property Rights embodied therein; (ii) user documentation; (iii) Notarize Confidential Information; (iv) the Notarize Marks; and (v) any improvements or modifications thereto. Similarly, except as expressly provided in this Section 12, as between Notarize and the Subscriber, the Subscriber is and shall remain sole owner of all right, title and interest in and to (i) User Data (including Subscriber Confidential Information) and Documents, with Notarize having a license to use, copy, transmit, display and store such Data and Documents as provided for in these Terms of Use and the Privacy Policy; and (ii) the Subscriber Marks (as defined in **Section 20** below); and (iii) the Subscriber's Systems.

12.6. No Implied Rights for Subscriber. Subscriber shall not obtain any licenses or rights implied under these Terms of Use or based on any course of conduct.

13. Representations and Warranties.

13.1. Mutual Representations and Warranties applicable to Notarize and Subscribers. Each Party represents and warrants: (i) its execution, delivery and performance of these Terms of Use will not violate or constitute a default under any agreement of such Party; (ii) it has the full right, power, and authority to enter into and be bound by the terms and conditions of these Terms of Use and to perform its obligations under these Subscriber Terms of Use; and (iii) that it will avoid deceptive, misleading, illegal or unethical practices that may be detrimental to the other Party (and, in the case of Notarize, detrimental to its Service Providers).

13.2. Subscriber Representations and Warranties. The Subscriber represents and warrants that (i) it owns all right, title and interest in and to (a) the User Data, or that it has otherwise secured rights in the User Data necessary to permit the access, use and processing of such User Data according to these Terms of Use; (b) the Subscriber's Systems; and (c) other resources according to these Terms of Use; and, (ii) if applicable, it is duly organized, validly existing and in good standing, and is qualified and/or licensed to do business in all jurisdictions to the extent necessary to carry out its obligations under these Terms of Use.

13.3. Notarize Representations and Warranties to Subscriber. Notarize represents and warrants to the Subscriber (i) that the Services will be performed by qualified personnel (including commissioned Notaries and Identity Verification Designated Agents, as applicable), according to good industry practice; (ii) that Notaries accessed through the Platform shall perform Notarizations under these Terms of Use in compliance with Applicable Notary Law; (iii) that Platform software will be scanned using commercially available virus scanning and removal software according to good industry practice and frequency; and (iv) that it is duly organized, validly existing and in good standing, and is qualified and/or licensed to do business in all jurisdictions necessary to carry out its obligations under these Terms of Use.

14. Confidentiality. This Section governs the protections for Confidential Information that one Party (the “**Disclosing Party**”) provides to the other (the “**Receiving Party**”) under this Agreement.

14.1. Scope. Subject to Section 14.2 (Exceptions), the term “**Confidential Information**” means information a Registered User or Notarize (each, as applicable, a “Disclosing Party”) discloses or provides to the other (each, as applicable, a “Receiving Party”), or that a Receiving Party accesses from the Disclosing Party that meets one of the following two criteria: the Information either (i) is identified by a “CONFIDENTIAL” legend or similar legend of the Disclosing Party, or (ii) is obtained under circumstances such that the Receiving Party knew or reasonably should have known that the Information should be treated as confidential to the Disclosing Party. Subject to **Section 14.2 (Exceptions)**, Confidential Information includes information in any form or medium (whether oral, written, electronic, or other) and includes inventions; specifications; drawings; models; samples; reports; plans; financial information; work-in-progress; forecasts; computer programs or documentation; trade secrets; know-how; strategies; User Data including any Registered User’s non-public personal information as that term is defined by the Gramm Leach Bliley Act, 15 U.S.C. Sec. 6801 et seq., and all other technical, financial, intellectual or business information or data. By way of example and not limitation, Confidential Information of Notarize includes the System and the User Documentation.

14.2. Exceptions. The Parties’ obligations of confidentiality and non-use shall not apply where the Receiving Party shows that the information (that would otherwise qualify as Confidential Information): (i) is or after the Effective Date becomes publicly available or part of the public domain through no wrongful act, fault, or negligence on the part of the Receiving Party; (ii) was in possession of the Receiving Party at the time of the Receiving Party’s receipt of the Confidential Information, and was not otherwise subject to an existing agreement of confidentiality; (iii) is received from a Third Party without restriction and without breach of any obligation of confidentiality to the Disclosing Party; or (iv) was independently developed by the Receiving Party without reliance on the Disclosing Party’s Confidential Information.

14.3. Confidentiality. The Receiving Party shall not access, use or disclose any of the Disclosing Party’s Confidential Information except as expressly permitted to perform and carry out the Services, to comply with applicable law, or as otherwise as set forth in these Terms of Use, including as allowed by Section 2.3 (Consent and License to Use of User Data) and **Section 12 (Notarize and Subscriber Licenses; Grant of Rights; and Ownership)**. The Receiving Party shall safeguard the Confidential Information from unauthorized use, access, or disclosure and protect the Disclosing Party’s Confidential Information with the same level of care it uses for its Confidential Information of like nature; provided, however, that the Receiving Party shall at a minimum use commercially reasonable care and methods to protect the Disclosing Party’s Confidential Information. A Receiving Party shall be entitled to disclose the Disclosing Party’s Confidential

Information to its employees and the employees of its affiliates and, in the case of Notarize, to Notarize's Service Providers (collectively, "**Authorized Individuals**"); provided that each such Authorized Individual (a) has a need to know the Confidential Information for the purposes of these Terms of Use and (b) has been apprised of and agrees to the restrictions in these Terms of Use. The Subscriber shall not provide third parties with access to Notarize Confidential Information. Each Party shall be responsible for any breach of confidentiality by its employees and (where applicable) its service providers and shall promptly notify the Disclosing Party of any unauthorized use or disclosure of Confidential Information and shall take all reasonable steps to prevent further unauthorized use or disclosure.

14.4. Compelled Disclosure. Nothing herein shall prevent a Receiving Party from disclosing any Confidential Information as necessary pursuant to any court order, lawful requirement of a governmental agency or when disclosure is required by operation of law (including disclosures pursuant to any applicable securities laws and regulations); provided, however, that prior to any such disclosure, the Receiving Party shall use reasonable efforts to (a) unless legally prohibited from doing so, promptly notify the Disclosing Party in writing of such requirement to disclose and (b) reasonably cooperate with the Disclosing Party, at the Disclosing Party's expense, in protecting against or minimizing such disclosure, or in obtaining a protective order.

14.5. General Skills and Knowledge. Due to the specialized nature of the Services and the limited pool of individuals qualified in this subject matter, it is agreed and understood that the provisions of this **Section 14 (Confidentiality)** do not apply to Residual Knowledge (if any) of Notarize personnel or to the use and improvement of other general skills and knowledge such personnel. The term "**Residual Knowledge**" means Confidential Information in a non-tangible form that is retained in the unaided memory of persons who have had rightful access to such information.

14.6. Non-Disclosure Agreement: If prior to the Effective Date we entered into a Non-Disclosure Agreement ("**NDA**") with you, these Terms of Use and our Privacy Policy control with respect to our rights and obligations of confidentiality, security and use of User Data, and supersede such prior NDA if and to the extent it is inconsistent with these Terms of Use and our Privacy Policy.

14.7. Destruction of Confidential Information. Except as expressly permitted to perform and carry out the Services, to comply with applicable law, and as otherwise permitted in these Terms of Use, promptly after termination or expiration of these Terms of Use, each Party shall (i) either (a) return the other Party's tangible Confidential Information, or (b) permanently destroy such Confidential Information, and erase it from storage media; and (ii) destroy all information, records and materials developed from the other Party's Confidential Information ("**Derived Information**"). Upon request, a Party shall certify in writing to the destruction of such Confidential Information and Derived Information. Notwithstanding the above, Notarize shall be entitled to retain Confidential Information in its archival or backup systems, and such Confidential Information shall remain subject to these Terms of Use and related confidentiality and security obligations throughout the period it is retained.

15. Indemnifications.

15.1. Indemnification by Subscriber. The Subscriber agrees to indemnify, defend and hold harmless Notarize from and against any demand, suit, action or other claim that is related to or arises from its User Data, its access and use of the Platform, the Subscriber's Systems, a breach of these Terms of Use by Subscriber or Users accessing or using the Platform under Subscriber's account or login

credentials, the inaccuracy or untruth of any of its representations or warranties, covenants or material obligations set forth, or its failure to comply with applicable law (each a “**Subscriber- Related Claim**”), and, subject to the damage limitations, to indemnify Notarize for settlement amounts or damages, liabilities, costs and expenses (including reasonable attorneys’ fees) awarded and arising out of any such Subscriber-Related Claim.

15.2. General Indemnification by Notarize. Notarize agrees to indemnify, defend and hold harmless Subscriber from and against any demand, suit, action or other claim that is related to or arises out of the breach of these Terms of Use, the inaccuracy or untruth of any of its representations, warranties, covenants or material obligations set forth herein, or its failure to comply with applicable law (each a “**Notarize-Related Claim**”), and, subject to the damage limitations herein, to indemnify Subscriber for settlement amounts or damages, liabilities, costs and expenses (including reasonable attorneys’ fees) awarded and arising out of any such Notarize-Related Claim.

15.3. Intellectual Property Indemnification by Notarize. Notarize agrees to defend the Subscriber against any demand, suit, action or other claim by a third party that the Platform or Services misappropriate or infringe the intellectual property rights of such third party (each a “**Notarize-Related IP Claim**”), and to indemnify the Subscriber for settlement amounts or damages, liabilities, costs and expenses (including reasonable attorneys’ fees) awarded and arising out of any such Notarize-Related IP Claim. Notarize shall be entitled, at its option, to (i) modify the Platform or Services to resolve such third party infringement claims, provided such modifications do not materially degrade the features or performance of such Services; (ii) obtain for Subscriber a license to continue using the infringing Services; or (iii) terminate all of Subscriber’s licenses to use the Services. If Notarize is unable at reasonable effort or expense to implement (i) and (ii) above, and therefore implements (iii), then Subscriber shall be entitled to a pro-rata refund of its most recent period fee charged and paid in advance, representing the unused portion of its most recent periodic payment under its then-current Subscription Plan or other Agreement. The foregoing states the entire liability of Notarize, and the Subscriber’s exclusive remedy, with respect to actual or alleged violation of third party intellectual property rights by the Platform or other performance by or deliverable from Notarize under these Terms of Use or any other agreement between the Subscriber and Notarize.

15.4. Conditions to Indemnification. The indemnifying Party’s obligations hereunder are conditioned on (i) the Party seeking indemnification providing prompt written notice thereof and reasonable cooperation, information, and assistance in connection therewith (at the indemnifying Party’s expense) and (ii) the indemnifying Party having sole control and authority to defend, settle or compromise such claim. The indemnified Party may participate in the defense at its sole cost and expense. The indemnifying Party will not enter into any settlement that adversely affects the indemnified Party’s rights or interest without its prior written approval, not to be unreasonably withheld. The indemnifying Party shall not be responsible for any settlement it does not approve in writing.

16. Remedies; Limitations on Remedies.

16.1. Right to Corrections with Subscriber. If the Services do not conform to the representations and warranties set out in subsections (i) through (iv) of **Section 13.3** (*Notarize Representations and Warranties to Subscriber*), upon notice of the non-conformity emailed to support@notarize.com (a “**Notice of Non-Conformity**”), Notarize shall correct, at no cost to the Subscriber, such non-conforming Services so

that they comply with such representations and warranties (a “**Compliant Service Correction**”). This **Section 16.1** (*Right to Corrections with Subscriber*) shall be the Subscriber’s sole and exclusive remedy for the non-conforming Services.

16.1.1. Assistance to Correct. The Subscriber will provide Notarize with commercially reasonable assistance with its provision of Compliant Service Correction.

16.1.2. Purpose of Assistance to Correct. The Subscriber acknowledges that its obligations pursuant to **Section 16.1.1** (*Assistance to Correct*) are necessary to Notarize’s ability to mitigate non-conformities to the applicable representations and warranties set out in **Section 16.1** (*Right to Corrections with Subscriber*).

16.2. Consequential Damages Waiver. In no event shall either party be liable to the other party for any indirect, incidental, punitive, special, or consequential damages of any kind or nature whatsoever, including without limitation any claim of loss of profits or arising out of loss of data, loss or interruption of use, cost to procure substitute technologies or goods or services, or any other indirect or consequential economic loss, even if such party has been advised of the possibility of such losses or damages.

16.3. Non-Acceptance or Invalid Notarization. Except as otherwise provided in the above Section 16.1 (Right to Corrections with Subscriber), if a Document (i) is not accepted by your intended recipient due to any act or Service provided or facilitated by us, including a Notarization, or (ii) is later found invalid by a court of competent jurisdiction based upon the Notarization or any act or Service provided or facilitated by us; or if any other Service provided by Notarize is deemed defective, invalid or ineffective in any way; then Notarize will refund all fees, if any, you have directly and personally paid to Notarize for the Service in question (a “**Full Refund**”). **The payment by Notarize of a full refund shall be your sole and exclusive remedy arising out of or relating to non-acceptance or invalidation of the Notarization or other Service in question, and for any claimed damages resulting from such non-acceptance or invalidation or defect based upon the Service. It is your responsibility to verify that your Document is eligible for electronic signature and notarization, that your intended recipient is willing to transact using electronic means and will recognize as valid and accept an e-signed Document or a Document notarized via audio- video communication under Applicable Notary Law, and that the e-signed or Notarized Document will be legally valid and binding for your intended purposes. You must consult and rely on your legal counsel for determinations as to such eligibility, validity, and acceptance.**

16.4. General Limitation of Liability. In no event will the liability of a party, in the aggregate respecting any and all claims arising out of or relating to a single set of facts or transactions, including without limitation with respect to the refund provisions in Section 16.3, exceed the lesser of (a) the total amount of payments, for the immediately preceding 12 (twelve) month period, paid or due to Notarize under these Terms of Use or any other agreement between the parties, or (b) the actual monetary damages suffered by the injured party. These limitations are independent of all other provisions of this agreement and shall apply notwithstanding the failure of any remedy provided herein. The foregoing limitations shall not apply to a party’s breach of Section 14 (Confidentiality).

17. Term and Termination. The Subscriber Terms of Use commence as of the date on which Subscriber agrees to a Subscriber Plan or, if there is a separate written agreement between

Notarize and Subscriber, the date of such written agreement. These Terms of Use shall continue in force for the duration of the Subscription Plan or other agreement in effect between the parties, or throughout the time during which Notarize is performing or carrying out the Services (including retaining records in its Verification Portal), or is otherwise required to maintain records or take actions or otherwise to comply with applicable law. In addition, all rights and obligations under these Terms of Use shall continue in force and effect which survive such expiration by their express provisions or due to applicable law.

17.1. Subscriber Termination. Unless otherwise stated in the applicable Subscription Plan the Subscriber may cancel their Subscriber Plan by following the instructions on the Platform to terminate the Subscriber's Plan. The Subscriber owes, and will be charged and obligated to pay all unpaid periodic fees and shall not receive any refunds for fees previously paid as part of a Subscription Plan if the Subscriber terminates the Plan before the then-current period of the Subscription Plan ends.

17.2. Notarize Termination. Notarize may terminate a Subscription Plan entered into hereunder, effective on written notice to Subscriber, in the event Subscriber: (i) fails to pay any amount due to Notarize; or (ii) breaches any of its obligations under these Terms of Use or a Subscription plan, or (ii) in the event Notarize believes it is permitted to do so under Section 2.11 of the Terms of Use.

17.3. Termination for Cause. Either Party shall be entitled to terminate a Subscriber Plan or other written agreement then in effect between the parties for material breach by the other, upon providing notice to the other Party (a "**Notice of Breach**") and a thirty (30) day period to cure, commencing on such Party's receipt of this notice (the "**Cure Period**"). If the Party in breach does not effect a cure within the Cure Period, the Subscriber Plan or other agreement shall be deemed terminated as of the date of the Notice of Breach. If Notarize terminates a Subscription Plan for cause, the Subscriber will be charged and obligated to pay all unpaid periodic fees and shall not receive any refunds for periodic fees previously paid as part of a Subscription Plan. If the Subscriber terminates the Subscription Plan for cause, the Subscriber shall be entitled to a pro-rata refund of its most recent period fee charged and paid in advance, representing the unused portion of its most recent periodic payment under its then-current Subscription Plan or other Agreement.

17.4. Insolvency. Either Party shall be entitled to terminate the Subscriber Terms of Use immediately upon written notice, if the other Party makes any assignment for the benefit of creditors, or a receiver, trustee in bankruptcy or similar officer is appointed to take charge of any or all of the other Party's property, or the other Party seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding or such a proceeding is instituted against the other Party and is not dismissed within 90 days, or the other Party becomes insolvent or, without a successor, dissolves, liquidates or otherwise fails to operate in the ordinary course.

17.5. Subscriber Cessation of Services; Certain Licenses. Upon the termination or expiration of these Terms of Use, Notarize shall cease providing the Services to you and all your licenses shall end.

17.6. No Effect on Subscriber's Prior Obligations. Expiration or termination of these Terms of Use shall not affect any obligation which accrued before such expiration or termination, and the Subscriber shall promptly remit to Notarize all unpaid fees according to the terms of these Terms of Use.

18. Subscriber Assignment. These Terms of Use may not be assigned, in whole or in part, by either Party without the other Party's written consent; provided, however, such consent is not needed (i) for Notarize to subcontract performance of all or any part of the Services, or (ii) for an assignment by either Party to any successor to all or substantially all of its business (whether by sale of assets or equity, merger, consolidation or otherwise) and; (iii) in the case of Notarize, an assignment to one or more of its Affiliates. These Terms of Use shall be binding upon, and inure to the benefit of, the successors, representatives and permitted assigns of the Parties hereto.

19. Subscriber and Independent Contractors. The Parties shall be independent contractors under these Terms of Use, and nothing herein will constitute either Party as the employer, employee, agent or representative of the other Party, or both Parties as joint venturers or partners for any purpose.

20. Business Subscriber Private Label Branding. If Notarize agrees, in its sole discretion after request from a Subscriber which is a business entity (a "**Business Subscriber**"), to private-label Services under one or more of the Business Subscriber's trademarks, service marks, or logos (the "**Business Subscriber Marks**"), then the requirements set out in Section 21 (Use of Marks) apply as to Notarize's use of the Business Subscriber Marks in relation to such private label branding.

20.1. Use of Marks.

20.1.1 Business Subscriber Marks. Each Business Subscriber grants Notarize a limited, non-exclusive, non-transferable permission to display the Business Subscriber Marks on its website and its marketing materials to indicate that the Business Subscriber is or intends to be a user of the Services. Notarize acknowledges that, as between the Parties, the Business Subscriber is the sole and exclusive owner the Business Subscriber Marks and all goodwill associated with the Business Subscriber Marks, and that any goodwill created by these Terms of Use under the Business Subscriber Marks shall inure solely and exclusively to Business Subscriber.

20.1.2. Business Subscriber Use of Notarize Marks. At Notarize's option, the Business Subscriber shall post on its website, in a commercially reasonable location and format, the trademark and/or logo designated by Notarize for such purpose (the "**Notarize Marks**"), and shall indicate that the Business Subscriber is a user, or intends to become a user, of the Services. Notarize grants the Business Subscriber a limited, non-exclusive, non-transferable permission to display the Notarize Marks on its website and in its marketing materials for such purposes. The Business Subscriber acknowledges that, as between the Parties, Notarize is the sole and exclusive owner the Notarize Marks and all goodwill associated with the Notarize Marks, and that any goodwill created by these Terms of Use under the Notarize Marks shall inure solely and exclusively to Notarize.

20.1.3. Cessation of Permissions. Business Subscriber shall be entitled to end Notarize's use of the Business Subscriber Marks and Notarize shall be entitled to end Business Subscriber's use of Notarize's Marks after notice and a reasonable wind-down period.

20.1.4. Business Subscriber Publicity. The Business Subscriber consents to the inclusion of its name and logos in customer lists that may be published as part of Notarize's marketing and promotional efforts.

21. Additional Survival Provisions Applicable to Subscribers. The following shall survive the termination or expiration of these Subscriber Terms of Use for whatever reason or cause:

Section 4 (*Incorporation of Other Provisions*); **Section 12.5** (*Respective Ownership*); **Section 14** (*Confidentiality*); **Section 15.1** (*Indemnification by Subscriber*); **Section 16** (*Remedies; Limitations on Remedies*); and this **Section 21** (*Additional Survival Provisions Applicable to Subscribers*).

22. Subscription Plan Order Form Additional Terms and Conditions. If you have executed a Subscription Plan Order Form, you will be charged a Base Transaction Fee. Unless otherwise specified in the Subscription Plan Order Form, the Base Transaction Fee includes (a) two co-located signers, (b) one or more e-signed documents, and (c) one notary seal. Additional fees outlined as “Transaction Add-Ons” will be incurred in the event Subscriber requires additional Service add-ons for any given Transaction. Any applicable Platform Access Fees will be charged to Subscriber at the beginning of each month. Subscriber will be charged monthly in arrears for the greater of Subscriber’s monthly billable Transaction Fees (including any Transaction Add-On Fees) incurred (unless otherwise paid for by Subscriber’s customer) or the Monthly Minimum Commitment. Questions regarding payment can be directed to finance@notarize.com. If agreed to by Notarize, Transaction Fees may be billed directly to Subscribers customer and will be due immediately upon Transaction completion. During the Initial Term, the fees are fixed. After the Initial Term, this Agreement will automatically renew for subsequent 12 month terms (each, a “Renewal Term”) unless either Party provides the other Party with written notice of termination at least 15 days prior to the end of the then-current term. “Term” means collectively the Initial Term and any Renewal Terms. Notarize may increase fees during the Renewal Terms by providing written notice to Customer at least 30 days prior to the expiration of the Initial Term or the then-current Renewal Term and such fee increase shall be effective for the immediately subsequent Renewal Term(s).

SIGNATORY, WITNESS/PARTICIPANT AND OTHER USER TERMS OF USE

A Subscriber has designated you as a Signatory (or, if you are a consumer Subscriber you may have designated yourself as a Signatory) with respect to one or more specified Transactions involving Documents that need to be accessed by you and then notarized and/or signed. Alternatively, and as applicable, a Subscriber, Signatory or other interested party has designated you as a Witness/Participant to participate in a Transaction; or, if you are an Other User, you have some other legitimate right, permission and authority to access the Platform, to participate in Transactions, or otherwise to use the Services or to view information or records.

Please read these Signatory, Witness/Participant and Other User Terms of Use (these “**Signatory and Witness/Participant Terms of Use**”) carefully before you access or use the Platform, review any records or information, or participate in our Services.

23. Incorporation of Other Provisions. The terms and conditions set out in the Universal Terms of Use are incorporated herein. The Definitions for Terms of Use set out defined terms and are incorporated herein. Other terms are defined in the context in which they are used. Additionally, if you are a Notary accessing or using the Platform as an independent contractor the terms and conditions of the Notarize Notary Platform Terms of Use are incorporated and made a part of these terms and conditions.

24. Agreement to Participate; Authentication of Signatories, Witnesses and Other Users. If you are a Signatory, Notarize is providing you with access to the Platform in order for you to complete the signing of specified Documents and, if applicable, to appear before a Notary for the completion of required Notarizations. If you are a Witness/Participant in a

Transaction, you are accessing the Platform and participating in receiving Services in connection with a Transaction at the request of a Subscriber or Signatory with whom you have a business or other relationship or other shared interest in the subject Transaction. As any Other User (who is not a Subscriber, Signatory or Witness/Participant) you are accessing the Platform pursuant to some other legitimate right, permission or authority. Regardless of in which of the foregoing capacities you access the Platform, you must agree, and do agree, to these Terms of Use.

24.1. Verifying Identity of Signatories, Witnesses and Participants.

24.1.1. Depending on the Service you are receiving you may be required to have your identity verified by means of the **Authentication Services**. You agree to participate fully and truthfully in the identity verification process.

24.1.2. In order to be a Witness/Participant in a Transaction or in connection with the Services, or when you are an Other User, you must agree, and do agree, to these Terms of Use. Depending upon the specific type of act you are engaging in as a Witness/Participant, you may be required either to identify yourself on the record during the meeting or to have your identity verified using the Authentication Services. You also agree to the participation of a Notary or an Identity Verification Designated Agent and to that of any other Signatories and other Witnesses/Participants.

24.1.3. If you are part of a session in which a Notary or Identity Verification Designated Agent is present, you agree that, upon your instruction the Notary or Identity Verification Designated Agent may move or delete annotations on Documents on your behalf. This includes, but is not limited to, moving or deletion of signatures, dates, and initials you placed on the applicable Document.

25. Your Consent and Grant of Rights and Licenses to Us. Please review the provisions in the Universal Terms of Use, as they are binding on you, including without limitation **Section 2.3** (*Consent and License to Use of User Data*), **Section 2.4** (*Privacy Policy*) and **Section 2.5** (*Consent to Recording of Session Data, Audio Video, and Transaction Information*).

26. Responsibility for Fees. In the email invitation to participate as a Signatory on the Platform, the Subscriber (which for example could be a business you're working with and which needs you to get a Document notarized) indicated whether they or you would be responsible for the fees for Notarize's Services. If you are responsible, payment is due in full at the time such Services are provided to you. If the Subscriber is responsible, they will pay Notarize separately and you will not be responsible for payment. A Witness/Participant or Other User is not responsible for paying fees to Notarize for his or her participation, in that capacity, in a Transaction on the Platform.

27. Indemnity. You agree to defend, indemnify and hold Notarize and its subsidiaries, affiliates, officers, directors, agents and employees harmless from any liability to third parties, including any liability for damages, costs, or other expenses (including reasonable attorneys' fees), arising from or related to your breach of these Terms of Use.

28. Limitations on Remedies.

28.1. Consequential Damages Waiver. In no event shall either party be liable to the other party for any indirect, incidental, punitive, special, or consequential damages of any kind or nature whatsoever, including without limitation any claim of loss of profits or arising out of loss of data, loss or interruption of use, cost to procure substitute technologies or goods or services, or any other

indirect or consequential economic loss, even if such party has been advised of the possibility of such losses or damages.

28.2. Limitation of Liability. In no event will the liability of Notarize to you, in the aggregate respecting any and all claims arising out of or relating to a single set of facts or transactions, exceed the Lesser of (a) the total amount of payments you have made to Notarize for Services over the immediately preceding 12 (twelve) months, or (b) \$5000 (five thousand dollars), or (c) your actual damages. These limitations are independent from all other provisions of this these Terms of Use and shall apply notwithstanding the failure of any remedy provided herein.

29. When Signatory, Witness/Participant or Other User is also Subscriber. If the Signatory, Witness/Participant or Other User is also a Subscriber, the Signatory, Witness/Participant and Other User Terms of Use will govern the Transaction while the person is acting as a Signatory, Witness/Participant or Other User; and the Subscriber Terms of Use will govern when the person is acting as a Subscriber.

30. Payment Processing. If you are a Notary accessing or using the Platform as an independent contractor, payment processing services are provided by Stripe and subject to the Stripe Connected Account Agreement (currently available at <https://stripe.com/us/connect-account/legal>), which includes the Stripe Services Agreement (currently available at <https://stripe.com/us/legal>) (collectively, the "**Stripe Terms**"). By using the Platform to receive payment proceeds, you agree to be bound by the Stripe Terms, which may be modified from time to time. As a condition of Notarize enabling payment processing services through Stripe, you authorize Notarize to obtain all necessary access and perform all necessary activity on your Stripe Connected Account to facilitate your provision of Notarizations as contemplated by the Agreement and your relationship with Notarize. You further agree to provide accurate and complete information about you and your business and authorize Notarize to share it and transaction information with Stripe for the purposes of facilitating of the payment processing services provided by Stripe. Notarize reserves the right to switch payment processing vendors or use alternate or backup vendors in its discretion and we will provide you notice when if we do change payment processors."

31. Term and Termination. These Terms of Use will be effective when you accept these Terms of Use and continue in full force and effect throughout the time during which Notarize is performing or carrying out the Services or is otherwise required to maintain records, take actions, give notices or otherwise to comply with applicable law. Upon termination or expiration of these Terms of Use, Notarize shall cease providing Services to you and all your licenses (if any) shall end. The following shall survive termination or expiration of these Terms of Use for whatever reason or cause: **Section 23** (*Incorporation of Other Provisions*); **Section 25** (*Your Consent and Grant of Rights and Licenses to Us*); **Section 27** (*Indemnity*); **Section 28** (*Limitation on Remedies*); and **Section 31** (*Term and Termination*) (survival portion only).

DEFINITIONS FOR TERMS OF USE

32. Definitions: Capitalized terms used in these Terms of Use have the meanings set out below. Other capitalized terms are defined in the context in which they are used in these Terms of Use:

32.1. "API" means the application programming interface(s) designed by Notarize or its Service Providers to permit certain parties (i) to submit Documents and requests for Services and (ii) to receive responses from the Platform in an automated manner.

32.2. “Applicable Electronic Signature Law” means (a) for Notarize’s Services involving a Notarization, the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. sec. 7001 et seq. (“**ESIGN**”) and the electronic signature laws of a Notary’s commissioning state or commonwealth in which Applicable Notary Law permits electronic notarizations, including remote online notarizations, and (b) for all other Services that do not involve a Notarization, ESIGN and the electronic signature laws of the Commonwealth of Virginia.

32.3. “Applicable Notary Law” means the notarial and other applicable laws of each United States state, commonwealth or Territory which has authorized its notaries to perform Notarizations, including traditional as well as remote online Notarizations, and in which Notarize facilitates access to Notarizations performed by notaries duly commissioned in such a state, commonwealth or Territory.

32.4. “Authentication Services” means, with respect to a Notarization requiring identity verification and the signing of any non-notarized Documents included as part of the same Transaction and unified session as a Notarization, such identify-verification methods and procedures as may be required or permitted by Applicable Notary Law, including: identity verification, using third-party identity database services combined with video and audio conference technology (or other permitted technology) that allows the Notary to communicate with and identify the Signatory at the time of the Notarization, or such other methods that are consistent with applicable Notary Law whether or not specified as a requirement. With respect to Transactions involving Documents which are e-signed outside the context of a unified session involving Authentication Services for Notarizations, Authentication Services include such identity- verification methods as may be specified by law, if applicable, or identity confirmation by a Signatory in response to a link sent to the Signatory inviting him or her to sign Documents, or as otherwise specified in any additional agreements between Notarize and the parties requesting and using such e-signature services.

32.5 “Authorized Notary” means Your employee that receives a W-2 from You and also meets the following requirements: (a) the Notary has executed a technology access agreement with Notarize, (b) the Notary has completed training with Notarize (unless otherwise agreed, such training is to be provided at Your expense), (c) the Notary has provided to Notarize (or to You on behalf of Notarize) all necessary current Compliance Documentation (and continue to update as necessary), (d) the Notary is duly commissioned (or registered if separate commission is not required) as notary publics by a United States state, commonwealth or territory to perform electronic notarizations utilizing audio-video communication technology; and (e) You have performed a background check on such Notary that meets the current version of the National Notary Associations National Signing Agent background criteria, or other criteria as may be permitted by Notarize.

32.6 “Compliance Documentation” means (a) proof of completion of notary course that is required as part of e-Notary process, (b) proof of E&O insurance that covers Authorized Notaries in an amount not less than \$25,000.00 per each Notary on the platform, this may be a Company level policy (ex: 10 authorized Notaries would require a minimum of \$250,000 E&O policy), (c) if required by the applicable state, proof of bond meeting the states minimum required amount, (d) proof of e-Notary approval (or online/remote online notary approval), and (f) any other documentation that Notarize reasonably requests to ensure the Platform is operating in compliance with the law.

32.7. “Document” means a document in electronic form that the Subscriber (or one of its Signatories) presents on the Platform to be signed, Notarized or otherwise used in connection with a Transaction or other Services.

32.8. “Effective Date” means the date that you register on the Platform or otherwise accept these Terms of Use.

32.9. “Identity Verification Designated Agent” means an individual engaged by Notarize to provide Identity Verification Services. The Identity Verification Designated Agent may be a commissioned notary, but will not be performing a Notarization when performing Identity Verification Services as an Identity Verification Designated Agent.

32.10. “Intellectual Property” or “Intellectual Property Rights” means (i) Patent Rights; (ii) rights under trademark law; (iii) rights under copyright law; (iv) rights in trade secrets and other Confidential Information; and (v) other similar rights to exclude another from the use or enjoyment of an asset or process.

32.11. “Notarization” means an authorized notarial act performed by a Notary according to Applicable Notary Law.

32.12. “Notary” means an individual commissioned as a notary public by a United States state, commonwealth or territory to perform Notarizations and to which Notarize facilitates access to perform Notarizations.

32.13. “Other User” means individuals that access or use the Platform and any User Data in an authorized and lawful capacity or manner.

32.14. “Patent Rights” means rights under and to patents, patent applications, divisions, continuations, continuations-in-part, reissues, renewals, extensions, supplementary protection certificates, utility models, and the like of such patents and patent applications, and foreign counterparts and equivalents thereof.

32.15. “Personal Information” means information that meets the following two criteria: the information (i) is protected under applicable law governing the disclosure, transfer or use of information concerning natural persons, including without limitation the Gramm Leach Bliley Act and its implementing regulations; and (ii) identifies the natural person at issue, including (as determined by applicable law) through such person’s name combined with other information such as the person’s telephone number, postal address, biometric record, driver’s license number, social security number or account number.

32.16. “Platform” means (i) the API; (ii) the App; (iii) the notarize.com website; (iv) the Services; and (v) the System, as they each currently exist and as each may be modified by Notarize after the Effective Date.

32.17 “Registered User” means a Company or an employee, contractor or agent acting on Company’s behalf, Signatory, Witness/Participant, Authorized Notary, and Other User.

32.18. “Service Business Day” means, with respect to remote online Notarizations and E-Sign Services provided on the Platform: (i) for Notaries acting in respect to real estate Transactions, 24 hours a day Monday through Friday, EST, and 7:00 AM to 8:00 PM Saturday EST; and (ii) for all other Transactions not described in (i), Notaries and Services are available on a 24/7 basis. Requested Services involving traditional Notarizations are available during normal business hours, weekday evenings until 8:00 PM local time, and on weekends from 9:00 AM to 6:00 PM local time, subject to advance scheduling.

32.19. “Service Provider” means a service provider to Notarize, or an entity whose products or services Notarize resells.

32.20. “Services” means all services offered or facilitated by Notarize and provided to a Subscriber pursuant to (and to facilitate use of) a Subscription Plan or other

written agreement made between Notarize and the Subscriber. As specified in a Subscription Plan, Services may include one or more of the following, along with such other associated Services as are appropriate to deliver the Services set forth in the chosen Plan: (a) Authentication Services, (b) Notarizations, (c) e-signing of Documents, (d) Identity Verification Services, (e) the Verification Portal, (f) for Subscribers initiating Transactions relating to real property, Hybrid Document Signing Services, Closing Concierge Services, and eNote Services, (g) Support Services, (h) Notaverse and (i) such other Services, administrative functionality and product features as Notarize may offer in a Subscription Plan, or other agreement, or to users on the Platform, from time to time.

32.20.1. For all Services relating to Transactions and which involve Notarizing or e-signing Documents, the Services include the following general process: A Subscriber will create a Transaction by uploading one or more Documents to the Platform and designating Signatories and potentially also Witnesses and Participants. An email or other notice is sent from the Platform to the Signatory attaching a link to the Document(s) to be reviewed and e-signed by the Signatory, along with such other information as is customary to be sent respecting such Transactions on the Platform. The email (or other notice) may contain a link to additional information related to the Transaction, as determined by Notarize in its reasonable judgment. The Signatory accesses and reviews the Documents and e-signs them. If Subscriber has indicated a Notarization is required, then based on the type of Notarization Notarize has been requested to perform, each Signatory and Witness (only if required by law) may be required to successfully verify his or her identity through the Authentication Services, and then connect with a Notary before whom the Signatory e-signs the Documents and for whom the Notary performs all required Notarizations. Additionally, any required Witnesses or Participants may participate, as appropriate, during the session with the Signatory and the Notary.

32.20.2. For Services involving Hybrid Document Signing Services, Subscribers will designate certain Documents to be electronically accessed, reviewed and e- signed or Notarized on the Platform according to Notarize's customary Services for such e-signing and Notarization on the Platform; and the Subscriber will designate other Documents to be signed and Notarized by a Signatory in ink, on paper, in a session in the physical presence of a Notary.

32.20.3. For all Identity Verification Services which are not associated with a Notarization, Notarize will connect a Signatory to an Identity Verification Designated Agent to gather and review the evidence presented by or with respect to a Signatory relating to the asserted identity of a Signatory. This Service will be performed using methods as specified by law, if applicable; or otherwise in the agreements between Notarize and the parties requesting and using such Identity Verification Services.

32.20.4. After the foregoing Services are completed, an email or other notice is sent to the Signatory (and also where agreed, to a Subscriber) attaching a link to the completed Documents and to the session information and record. As part of the Services, Notarize makes Documents and related information (where applicable) available, via the Verification Portal, to Signatories and Verification Portal Users designated by the Subscriber and/or its Signatories and to others with necessary permissions or the legal right to view such Documents. (Documents and information relating to their signing or Notarization will not be displayed on the Verification Portal if such Documents were signed outside the Platform, in ink, as part of a Hybrid Document Signing).

32.21. “Subscriber Systems” means the IT infrastructure the Subscriber is responsible for obtaining, at its own expense to: (i) deliver Transaction Requests and Transaction Documents to Notarize; (ii) to receive Notarized Documents, E-Signed Documents, or Identity Verification Documents and related information (where applicable) from Notarize, and (iii) engage in other associated interactions with Notarize and the Platform.

32.22. “Subscription Plan Order Form” means the Order Form separately executed by Subscriber and Notarize that expressly incorporates the Terms of Use and governs Subscribers use of the Services.

32.23. “Support Services” means the technical and customer support that Notarize provides for the Service according to its standard practices and as more fully specified in a Subscriber’s Subscription Plan.

32.24. “System” means the software, business rules, methods, data, know-how, and technology developed or acquired by Notarize to enable the Services it provides (i) to Visitors, Registered Users, and other users; (ii) to its Notaries; and/or (iii) to users of the Verification Portal.

32.25. “Transaction” means a specific instance of Services requested by a Subscriber and provided by Notarize on the Platform. A Transaction will typically involve a Document or set of Documents.

32.62. “Transaction Request” means (i) a Subscriber’s request to Notarize for Services together with (ii) the Documents and any other items of User Data appropriate to the Transaction, and (iii) requisite information designating and identifying the Signatory or Signatories and any Witnesses/Participants associated with the Transaction or Documents. A Transaction Request includes a Transaction in which the Subscriber permits its Signatories to directly submit applicable Documents and other requisite information to Notarize.

32.27. “User Data” includes all data and information regarding a Registered User which may be provided by a Registered User, a Subscriber, or gathered by Notarize as part of the Transaction. It includes each Subscriber’s, Signatory’s, Witness’s, Participant’s or Other User’s provision of content, including, but not limited to, Personal Information, Confidential Information, payment information, identity information, credentials, biometric information and documentation, notarial or other Transaction information, Documents, and information obtained and data recorded (including the recording made of the audio-video session between you and a Notary or Identity Verification Designation Agent, if applicable) during a Transaction. User Data may additionally include the metadata associated with a Transaction including a complete history of the Transaction with actions that Registered Users take with regard to a Transaction (e.g. upload a Document, access platform, review, sign, move annotations) as well as, information about those Registered Users or their devices, such as name, email address, IP address, and authentication methods.

32.28. “Verification Portal” means the Service that provides access to Documents and related session information and records, as Notarize may make available.

32.29. “Verification Portal User” means a person or entity that meets the following criteria: (a) is the Subscriber which initiated the subject Transaction or a Signatory of the Documents in the subject Transaction; or (b) has been designated by the Subscriber or its Signatory as having requisite permissions to access the Verification Portal to view Documents and other records of the subject Transaction as displayed on the Verification Portal; or (c) has the requisite access credentials or permissions

or is otherwise authorized or permitted by law to view Documents and other records of the subject Transaction as displayed on the Verification Portal.

32.30 “Witness/Participant” means a participant in a Transaction in any capacity in which the participant is not a Signatory, including for example as a witness to the Signatory’s signature, as a credible witness to the identity of the Signatory, or as an attorney, title agent, realtor or other person who is interested in the Transaction and who is participating in the Transaction with the authorization of and at the request of a Signatory, Company, or other party to the Transaction.

Notaverse Addendum – Additional Terms

This Notaverse Addendum (“**Notaverse Addendum**”) is incorporated into and made a part of the [Terms of Use](#), including but not limited to, the [Universal Terms of Use](#) and [Subscriber Terms of Use](#), and provides additional terms for Notaverse Services ordered by You, the Subscriber, pursuant to a Subscription Plan or a Subscription Plan Order Form. “**Notaverse Services**” refers to Notarize’s proprietary hosted application that allows Subscriber to use its own Notaries to perform remote Notarizations subject to the Terms of Use and this Notaverse Addendum.

1. General.

- 1.1. This Addendum sets for the additional terms and conditions to permit Your Authorized Notaries (as defined below) to access and use the Notarize Platform to perform remote Notarizations.
- 1.2. The Terms of Use sets forth the defined terms used throughout this Notaverse Addendum. Other capitalized terms that are not found within the Definitions are defined in the context in which they are used.
- 1.3. In the event of a conflict between this Notaverse Addendum and the [Terms of Use](#), this Notaverse Addendum supersedes the [Terms of Use](#) with respect to the Notaverse Services.

2. Licenses; Grant of Rights; and Ownership.

- 2.1. **Notarize License to You for Platform.** During the Term and subject to payment of the applicable fees set forth in the Subscription Plan you have selected (the “**Notaverse Plan**”), Notarize grants to You under Notarize’s Intellectual Property Rights, a nonexclusive, non-sublicenseable, non-transferable subscription license to access and use the Platform in the United States, and to permit your Authorized Notaries, Signatories and Witnesses/Participants to access and use the Platform, solely for the purposes allowed under this Notaverse Addendum. You shall be limited to cloud-based access to an instance of the Notarize System that resides in object code form on servers controlled by Notarize; (ii) the access shall be via a browser approved by Notarize; and (iii) the Platform shall in all respects be the current version generally made available by Notarize to its customers. You must: (a) provide for your own access to the Internet and pay any service fees associated with such access you and your Registered Users, including Authorized Notaries, and (b) provide all equipment necessary to make such connection to the Internet.
- 2.2. **Limitations on You Use.** You shall not, and shall not permit any Registered User accessing the Platform to, use or access the Platform: (i) for any commercial purpose (i.e. you may only use and allow Registered Users to access or use the Platform for your own internal purposes); (i) to act as a service bureau or otherwise permit unauthorized third parties to obtain Services under this Notaverse Addendum; (ii) seek to adapt, modify, decompile, disassemble, reverse engineer, or otherwise attempt to derive or gain access to the source code of the Platform (or any of its components); (iii) bypass or breach any security device or protection used by the Platform or access or use the Platform other than through the use of a customer’s valid access credentials; (iv) use the Platform for purposes of acting as a reseller (without Notarize’s express written permission signed by an officer of Notarize) of Notarize’s Services, (v) for building or providing a competitive product or service; (vi) in a manner in which the Platform was not designed to be used.
- 2.3. **Authorized Notaries.** Prior to allowing a Notary to access the Platform, You shall ensure that the Notary has met the following requirements: (a) the Notary has executed a technology access agreement with Notarize, (b) the Notary has completed training

with Notarize (unless otherwise agreed, such training is to be provided at the expense of You); and (c) the Notary has provided to Notarize (or at Notarize's sole discretion, has provided to You on behalf of Notarize) all necessary current Compliance Documentation (and continue to update as necessary). You acknowledge that during the Term, Notarize may update the requirements with reasonable advance notice to You. Upon meeting the aforesaid requirements, a Notary shall be considered an **"Authorized Notary"** for purposes of accessing the Platform in accordance with this Notaverse Addendum. You represent and warrant that the Notaries that you utilize in connection with the Platform are: (i) employees that receive a W-2 from You and will remain W-2 employees throughout their entire time using and accessing the Platform, (ii) individuals duly commissioned (or registered if separate commission is not required) as notary publics by a United States state, commonwealth or territory to perform electronic notarizations utilizing audio-video communication technology; (iii) notaries that You have, and will continue to, perform background checks on and unless otherwise authorized by Notarize in writing, such background checks meet the same or substantially similar criteria as the National Notary Associations National Signing Agent background check. You are responsible for the acts and omissions of the Authorized Notaries and will defend, indemnify and hold harmless Notarize for any claims arising from the acts or omissions of the Authorized Notaries You utilize in in connection with the Platform.

2.4. Analytics. Notarize shall be entitled to collect, compile, analyze and otherwise use (i) statistical data related to the use of and participation in Services and (ii) other data that qualifies as De-Identified Data (collectively **"Notarize Analytics"**); provided, however, that any such use shall comply with the [Privacy Policy](#). The term **"De-identified Data"** means information that meets each of the following criteria: the information (i) does not identify a particular natural person; (ii) does not identify, by network Internet Protocol address, raw hardware serial number, or raw MAC address, a specific device or computer associated with or used by a person; (iii) does not identify the user; and (iv) is not reasonably linkable to a particular natural person due to technical, legal, or other controls. Notarize Analytics shall not be subject to any destruction requirements under the terms of this Notaverse Addendum.

3. You License and Consent to Notarize.

3.1 You grant to Notarize under Your Intellectual Property Rights, a nonexclusive license to access and use (and to permit Notarize's Service Providers to access and use): (i) Your Systems and processes for initiating Transactions or to facilitate your use of the Services, and (ii) other resources, for purposes of providing the Services to You and Your Authorized Notaries, Signatories and Witnesses/Participants Other Registered Users.

3.2 You agree that Notarize may use User Data for all purposes necessary and appropriate to: (i) to perform and carry out the Services; (ii) to verify identities of Signatories, Witnesses, Participants and, as applicable; Other Users including by using third-party identity database service providers; (iii) maintain records; (iv) communicate with You as provided for in this Notaverse Addendum and the Terms of Use; (v) to transmit and display Your Documents and information to You and to other authorized persons and recipients with the right or permission to receive or view them; (vi) provide You with Support Services; (vii) otherwise use or access User Data as otherwise set forth in Notarize's Privacy Policy; and (viii) comply with applicable legal requirements.

3.3 Your consent includes a nonexclusive license for Notarize to copy, store, configure, perform, display, transmit, access and use (and to permit Notarize's Service Providers, as defined below, to do all of the foregoing) User Data as necessary to perform its obligations under this Notaverse Addendum, including but not limited for

the following as applicable: (i) to review, copy, record, reformat, modify, display, distribute, or otherwise use such information to perform and carry out the services related to the Platform; (ii) to capture and store data and information relating to Your account, identity validations conducted with respect to Signatories, Witnesses, Participants and, as applicable, Other Users in relation to Your account, Your Transactions, and other Services provided to You; (iii) to convey, transmit or display such information to other parties to Your Transactions, or to those with appropriate authority, or to other third parties as provided by relevant agreements or applicable law; and (iv) to transmit Your information to Service Providers in connection with the Services. You represent and warrant that you have sufficient authority and right to provide the grant of rights in this Section 3.3.

4 **Fees Not Billable To Consumer.** The fee that is due for use of the Platform under this Notaverse Addendum is a technology fee and you agree that it will not as a standalone line item to the consumer. Notarize should not appear as a payee on any closing disclosure or other documentation in the closing package. Notarize is permitting you to access and use the Platform conditioned upon your agreement to this Section 4 and such

5 **Representations and Warranties.**

5.1 You Representations and Warranties. You represent and warrant that (i) you own all right, title and interest in and to: (a) the User Data, or that you have otherwise secured rights in the User Data necessary to permit the access, use and processing of such User Data according to this Notaverse Addendum; (b) your Systems; and (c) other resources according to this Notaverse Addendum; and, (ii) if applicable, you are duly organized, validly existing and in good standing, and is qualified and/or licensed to do business in all jurisdictions to the extent necessary to carry out its obligations under this Notaverse Addendum.

5.2 Notarize Representations and Warranties. Notarize represents and warrants to You (i) that Platform software will be scanned using commercially available virus scanning and removal software according to good industry practice and frequency; and (ii) that it is duly organized, validly existing and in good standing, and is qualified and/or licensed to do business in all jurisdictions necessary to carry out its obligations as a provider of software services under this Notaverse Addendum.

6 **Indemnifications.**

6.1 Indemnification by You. You agree to indemnify, defend and hold harmless Notarize from and against any demand, suit, action or other claim that is related to or arises from (i) your User Data, (ii) your Systems, (iii) a breach of this Notaverse Addendum by you or Registered Users accessing or using the Platform at your direction, (iv) misuse of the Platform including a failure by you, or Registered Users failure, to follow instructions on how to use the Platform by you or your Authorized Notary, (v) you or a Registered User under your account or an employee, contractor or agent's negligence or more culpable act or omission (including recklessness or willful misconduct by you, your Registered Users, your employees, contractors or agents, or any third party on behalf of you), or failure to comply with applicable law (each a "**Subscriber-Related Claim**"), and, subject to the damage limitations, to indemnify Notarize for settlement amounts or damages, liabilities, costs and expenses (including reasonable attorneys' fees) awarded and arising out of any such Subscriber-Related Claim.

6.2 Intellectual Property Indemnification by Notarize. Notarize agrees to defend You against any demand, suit, action or other claim by a third party that the Platform or Services misappropriate or infringe the intellectual property rights of such third party (each a "**Notarize-Related IP Claim**"), and to indemnify You for settlement amounts or damages, liabilities, costs and expenses (including reasonable attorneys' fees) awarded and arising out of any such Notarize-Related IP Claim. Notarize shall be entitled, at its option, to (i) modify the Platform or Services to resolve such third party

infringement claims, provided such modifications do not materially degrade the features or performance of such Services; (ii) obtain for You a license to continue using the infringing Services; or (iii) terminate all of Your licenses to use the Services. If Notarize is unable at reasonable effort or expense to implement (i) and (ii) above, and therefore implements (iii), then You shall be entitled to a pro-rata refund of its most recent period fee charged and paid in advance, representing the unused portion of its most recent periodic payment under its then-current Order Form or other Agreement. The foregoing states the entire liability of Notarize, and Your exclusive remedy, with respect to actual or alleged violation of third party intellectual property rights by the Platform or other performance by or deliverable from Notarize under this Notaverse Addendum or any other agreement between You and Notarize.

6.3 Conditions to Indemnification. The indemnifying Party's obligations hereunder are conditioned on (i) the Party seeking indemnification providing prompt written notice thereof and reasonable cooperation, information, and assistance in connection therewith (at the indemnifying Party's expense) and (ii) the indemnifying Party having sole control and authority to defend, settle or compromise such claim. The indemnified Party may participate in the defense at its sole cost and expense. The indemnifying Party will not enter into any settlement that adversely affects the indemnified Party's rights or interest without its prior written approval, not to be unreasonably withheld. The indemnifying Party shall not be responsible for any settlement it does not approve in writing.

7 Limitation on Remedies.

7.1 Consequential Damages Waiver. In no event shall either party be liable to the other party for any indirect, incidental, punitive, special, or consequential damages of any kind or nature whatsoever, including without limitation any claim of loss of profits or arising out of loss of data, loss or interruption of use, cost to procure substitute technologies or goods or services, or any other indirect or consequential economic loss, even if such party has been advised of the possibility of such losses or damages.

7.2 General Limitation of Liability. In no event will the liability of a Party, in the aggregate respecting any and all claims arising out of or relating to this Notaverse Addendum, exceed the lesser of: (a) the total amount of payments, for the immediately preceding 12 (twelve) month period, paid or due to Notarize under this Notaverse Addendum or any other agreement between the parties, or (b) the actual monetary damages suffered by the injured party. These limitations are independent of all other provisions of this Notaverse Addendum and shall apply notwithstanding the failure of any remedy provided herein.

7.3 Exclusions. THE LIMITATIONS AND EXCLUSIONS SET FORTH IN SECTIONS 7.1 AND 7.2 SHALL NOT APPLY TO THE FOLLOWING: THE INDEMNIFICATION OBLIGATIONS IN SECTIONS 2.3, 6.1 AND 6.2 OF THIS NOTAVERSE ADDENDUM, DAMAGES ARISING FROM A BREACH OF SECTIONS 2.3 OF THIS ADDENDUM OR SECTION 14 OF THE TERMS OF USE (CONFIDENTIALITY), OR CLAIMS DUE TO GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

8 Survival Provisions. The following shall survive the termination or expiration of the Agreement for whatever reason or cause: Sections 6, 7, and 8 of this Notaverse Addendum and any other that may be reasonably interpreted as surviving termination or expiration of this Notaverse Addendum) will survive the termination or expiration of this Notaverse Addendum.