



## API License Agreement

**Last Modified Date: October 13, 2020**

This API License Supplement (“API Supplement”) applies to you if you are Registered User that uses Notarize’s APIs. This API Supplement is incorporated into and made a part of the User TOS, and provides additional terms for licensing Notarize’s APIs for the purpose of integrating with Your Applications.

### 1. General

**1.1** Capitalized terms not defined here have the same meaning as defined in the User TOS or the Defined Terms Glossary.

**1.2** In the event of a conflict between this API Supplement and the User TOS, this API Supplement supersedes the User TOS with respect to the license of our APIs.

**1.3** By accessing or using the API(s), you (a) acknowledge that you have read and understand this API Supplement; (b) represent and warrant that you have the right, power, and authority to enter into this supplement; and (c) accept this supplement and the associated User TOS and agree that you are legally bound by their terms. If you do not accept these terms, you may not access or use the API.

### 2. License Grant.

Subject to and conditioned on your compliance with all terms and conditions set forth in this Agreement, we hereby grant you a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the term of the Agreement to use the API solely for developing an integration with Your Application(s) that will communicate and interoperate with the Notarize Services for the benefit of a Notarize Registered User. You acknowledge that there are no implied licenses granted under this Agreement. We reserve all rights that are not expressly granted. You may not use the API for any other purpose without our prior written consent. In order to use and access the API, you must be approved by Notarize, and obtain an API Key through the registration process available at <https://www.Notarize.com/developers/>. You may not share your API Key with any third party, must keep your API Key and all log-in information secure, and must use the API Key as your sole means of accessing the API. Your API Key may be revoked at any time by us.

### 3. Personal Data.

The API may provide you with access to certain personal information of Notarize Registered Users, or other individuals, including but not limited to: (a) homeowner names and other home owner information; and (b) certain financial information, including mortgage details, individual net worth, or home worth details (collectively, “**Personal Data**”). Your use of Personal Data is strictly limited to the uses specifically requested through opt-in consent by Notarize Registered Users. You agree to keep the Personal Data confidential. You will not disclose, reproduce, summarize or distribute the Personal Data to any third party or otherwise display Personal Data to anyone other than the Notarize Registered User to whom the Personal Data belongs and your employees who are bound by this Agreement on a need-to-know basis. You will take reasonable security precautions, at least as great as the precautions you take to protect your confidential information, but no less than reasonable care, to keep confidential Personal Data.

**4. Use Restrictions.** Except as expressly authorized under this Agreement, you may not:

- a. copy, modify, or create derivative works of the API, in whole or in part;
- b. share your access credentials with any third party, or allow any third party to use your access credentials on your behalf;
- c. rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the API;
- d. reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the API, in whole or in part;
- e. remove any proprietary notices from the API;
- f. use the API in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law;
- g. use any data or materials accessible through the API for any purpose other than for providing the Application to Notarize Registered Users;
- h. access the API or use any data or materials available through the API for competitive or benchmarking purposes;
- i. combine or integrate the API with any software, technology, services, or materials not authorized by Notarize;
- j. design or permit Your Application(s) to disable, override, or otherwise interfere with any Notarize-implemented communications to end users, consent screens, user settings, alerts, warning, or the like;

- k. use the API in any of Your Application(s) to replicate or attempt to replace the user experience of the Notarize Services, including any Notarize or Notarize Registered User forms or data; or
- l. attempt to cloak or conceal your identity or the identity of Your Application(s) when requesting authorization to use the API. You and Your Applications shall comply with all terms and conditions of this Agreement, all applicable laws, rules, and regulations, and all guidelines, standards. In addition, you will not use the API in connection with or to promote any products, services, or materials that constitute, promote, or are used primarily for the purpose of dealing in spyware, adware, or other malicious programs or code, counterfeit goods, items subject to U.S. embargo, unsolicited mass distribution of email (“spam”), multi-level marketing proposals, hate materials, hacking, surveillance, interception, or descrambling equipment, libelous, defamatory, obscene, pornographic, abusive, or otherwise offensive content, stolen products, and items used for theft, hazardous materials, or any illegal activities. If you become aware of any access to the API that violates this Agreement, or any Notarize Registered User activity that violates the Notarize Terms of Use, you agree to immediately notify us of such breach by email to [dotplatform@Notarize.com](mailto:dotplatform@Notarize.com).

**5. Your Applications.** You agree to monitor the use of Your Applications for any activity that violates applicable laws, rules and regulation or any terms and conditions of this Agreement, including any fraudulent, inappropriate, or potentially harmful behavior, and promptly restrict any offending users of Your Applications from further use of Your Applications. You agree to provide a resource for users of Your Applications to report abuse of Your Applications. As between you and us, you are responsible for all acts and omissions of your end users in connection with Your Application and their use of the API, if any. You agree that you are solely responsible for posting any privacy notices and obtaining any consents from your end users required under applicable laws, rules, and regulations for their use of Your Applications.

**6. Audit Rights.** You agree to maintain complete and accurate records in during the Term and for a period of two years after the termination or expiration of this Agreement with respect to the details of all Notarize Registered Users, and any other users of Your Applications, using materials accessed or provided to you via the API, and all associated data stored or accessed by You or through Your Applications via the API. We may, at our own expense, on reasonable prior notice, where 24 hours will be considered reasonable notice, periodically inspect and audit your records with respect to matters covered by this Agreement, provided that if such inspection and audit reveals that your use of the API or any of Your Applications have violated this Agreement, you bear the cost of the audit, and your right to use or access the API will immediately cease, in addition to our right to pursue other legal remedies. Such inspection and auditing rights will extend throughout the Term of this Agreement and continue for a period of two years after the termination or expiration of this Agreement.

**7. No Support; Updates.** This Agreement does not entitle you to any support for the API. You acknowledge that we may update or modify the API from time to time and at our sole discretion (in each instance, an “**Update**”), and may require you to obtain and use the most recent version(s). You are required to make any such changes to Your Applications that are required for integration as a result of such Update at your sole cost and expense. Updates may adversely affect how Your Applications

communicate with the Notarize Services. Your continued use of the API following an Update constitutes binding acceptance of the Update.

**8. No Fees.** You agree that no license fees or other payments will be due under this Agreement in exchange for the rights granted under this Agreement. You acknowledge and agree that this fee arrangement is made in consideration of the mutual covenants set forth in this agreement, including, without limitation, the disclaimers, exclusions, and limitations of liability set forth herein. Notwithstanding the foregoing, we reserve the right to start charging for access to and use of the API at any time.

**9. Intellectual Property Ownership.** You acknowledge that, as between you and us: (a) we own all right, title, and interest, including all intellectual property rights, in and to the API (including all data or other materials accessible through the API), and the Notarize Services; and (b) you own all right, title, and interest, including all intellectual property rights, in and to Your Application(s), excluding the aforementioned rights in Section 10(a). You will use commercially reasonable efforts to safeguard the API (including all copies thereof) from infringement, misappropriation, theft, misuse, or unauthorized access. You will promptly notify us if you become aware of any infringement of any intellectual property rights in the API and will fully cooperate with us, in any legal action taken by us to enforce our intellectual property rights. If you or any of your employees, contractors, and agents sends or transmits any communications or materials to us by mail, email, telephone, or otherwise, suggesting or recommending changes to the API or the Notarize Services.

**10. Disclaimer of Warranties.** THE API AND ALL RELATED MATERIALS AND API DOCUMENTATION ARE PROVIDED "AS IS" AND NOTARIZE SPECIFICALLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. NOTARIZE SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NOTARIZE MAKES NO WARRANTY OF ANY KIND THAT THE API, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET YOUR OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY OF YOUR OR ANY THIRD PARTY'S SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

**11. Indemnification.** You agree to indemnify, defend, and hold harmless Notarize and its officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, arising from or relating to: (a) your use or misuse of the API; (b) your breach of this Agreement; and (c) Your Applications, including any Notarize Registered User's use of Your Applications. In the event we seek indemnification or defense from you under this provision, we will promptly notify you in writing of the claim(s) brought against us for which we seek indemnification or defense. We reserve the right, at our option and in our sole discretion, to assume full control of the defense of claims with legal counsel of our choice. You may not enter into any third-party agreement that would, in any manner whatsoever, constitute an admission of fault by us or bind us in any manner, without our prior written consent. In the event we assume control

of the defense of such claim, we will not settle any such claim requiring payment from you without your prior written approval.

**12. Limitations of Liability.** TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL WE BE LIABLE TO YOU OR TO ANY THIRD PARTY UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY LOST PROFITS, LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE THE API. IN NOT EVENT WILL NOTARIZE'S DAMAGES, IN THE AGGREGATE, EXCEED 100 DOLLARS EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE OR NOTARIZE WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**13. Term and Termination.** The term of this Agreement will continue in effect until terminated as set forth in this Section. We may immediately terminate or suspend this Agreement, any rights granted herein, and/or your licenses under this Agreement, in our sole discretion at any time and for any reason, by providing notice to you or revoking access to the API. In addition, this Agreement will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement. You may terminate this Agreement at any time by notifying us at [legal@notarize.com](mailto:legal@notarize.com) and ceasing your access to and use of the API. Upon termination of this Agreement for any reason all licenses and rights granted to you under this Agreement will also terminate and you must cease using, destroy, and permanently erase from all devices and systems you directly or indirectly control all copies of the API and any related materials and API Documentation. Any terms that by their nature are intended to continue beyond the termination or expiration of this Agreement, will survive termination. Termination will not limit any of Notarize's rights or remedies at law or in equity.

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