



NOTARIZE UNIVERSAL TERMS OF USE

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Notarize offers a proprietary, web-based technology platform comprised of Sites, API's, Systems, Services, and Apps which among other things allows authorized Subscribers, Signatories, Witnesses/Participants, Notaries and Other Users to participate or to facilitate remote online Notarizations, e-sign and other remote document transaction services offered by Notarize to business customers and consumers.

By accessing and using the Platform, you agree to these Universal Terms of Use ("Universal TOU") even if you do not register to use our Services. Notarize reserves the right to modify these Universal TOU at any time without giving you prior notice. Your use of the Notarize Platform following any such modification constitutes your agreement to follow and be bound by these Universal TOU as modified. The last date these Universal TOU were revised is set forth above. The Universal TOU apply to anyone accessing our Platform (collectively, "you" and "your") and is a contract between you and us. If after reviewing these Universal TOU carefully, you do not wish to be bound by them, please do not access the Platform or register to use our Services. Definitions of capitalized terms that are not defined here can be found in our Notarize Defined Terms Glossary which is located [HERE](#).

1. Permitted Use of The Notarize Platform

You may use the Notarize Platform, and the information, writings, images and/or other works that you see, hear or otherwise experience on the Notarize Platform (collectively, the "**Content**") solely for your non-commercial, personal purposes and/or to learn about Notarize products and services, and solely in compliance with these Universal TOU. 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. Prohibited Use of The Notarize Platform

By accessing the Notarize Platform, you agree that you will not

- Use the Notarize Platform in violation of these Universal TOU; and
- Use the Notarize Platform in violation of the terms of [Notarize's Universal Acceptable Use Policy](#) ("**AUP**").

3. Copyrights and Trademarks

The Notarize Platform is based upon proprietary Notarize technology and includes the Content. The Notarize Platform is protected by applicable intellectual property and other laws, including trademark and copyright laws. The Notarize Platform, including all Intellectual Property Rights in the Notarize Platform, belongs to and is the property of Notarize or its licensors (if any). Neither these TOU nor your access and use of the Platform gives you any ownership rights or licenses to our Content. Except as specifically permitted on the Notarize Platform as to certain Content, the Content may not be copied, reproduced, modified, published, uploaded, posted, transmitted, performed, or distributed in any way, and you agree not to modify, rent, lease, loan, sell, distribute, transmit, broadcast, or create derivative works based on the Content or the Notarize Platform, in whole or in part, by any means. The name Notarize, the Sprocket Design, the Notarize logos, and other marks used by Notarize from time to time are trademarks and service marks of Notarize and the appearance, layout, color scheme, and design of the Notarize Platform is protected trade dress (our "Marks"). Your use of the Platform does not convey any ownership or license to use our Marks. Notarize may use and incorporate into the Notarize Platform or the Notarize Service any suggestions or other feedback you provide without payment or condition. 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 us at 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.

4. Information and Materials You Post or Provide

You represent that you have all right, title, and interest to materials you post on the Notarize Platform or provide to Notarize ("**Materials**"), including but not limited to any consent, authorization, release, clearance or license from any third party (such as, but not limited to, any release related to rights of privacy or publicity) necessary for you to provide, post, upload, input or submit the Materials, and that posting such Materials does not violate or constitute the infringement of any patent, copyright, trademark, trade secret, right of privacy, right of publicity, moral rights, or other Intellectual Property Right recognized by any applicable jurisdiction of any person or entity, or otherwise constitute the breach of any agreement with any other person or entity. You further represent and warrant that you are who you say you are, that you have not submitted fictitious, false or inaccurate information about yourself, and that all information contained in the posted Materials is true and your own work or work you are authorized to submit, and that the posted Materials do not contain any threatening, harassing, libelous, false, defamatory, offensive, obscene, or pornographic, material, or other material that would violate any other applicable law or regulation. You agree that you will not knowingly and with intent to defraud provide material and misleading information. You represent and warrant that the Materials you supply do not violate these Universal TOU.

5. Links to Third-Party Web Sites

Notarize may from time to time provide links on the Notarize Platform to third party websites or information, these links are provided solely as a convenience to you. If you use these links, you will leave the Notarize Platform. Such links do not constitute or imply an endorsement, sponsorship, or recommendation by Notarize of the third party, the third-party website, or the information there. Notarize is not responsible for the availability of any such websites. Notarize is not responsible or liable

for any such websites or the content thereon. If you use the links to the websites of Notarize affiliates or service providers, you will leave the Notarize Platform and will be subject to the terms of use and privacy policy applicable to those websites.

6. Downloading Files

Notarize cannot and does not guarantee or warrant that files available for downloading through the Notarize Platform will be free of infection by software viruses or other harmful computer code, files or programs.

7. Disclaimers; Limitations of Liability

NOTARIZE AND ITS SERVICE PROVIDERS, LICENSORS AND SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, SECURITY OR ACCURACY OF THE NOTARIZE PLATFORM OR THE CONTENT FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICE AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. NOTARIZE AND ITS SERVICE PROVIDERS, LICENSORS AND SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND WITH REGARD TO THE NOTARIZE PLATFORM AND THE CONTENT, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. NO STATEMENT OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM NOTARIZE IN ANY MEANS OR FASHION WILL CREATE ANY WARRANTY NOT EXPRESSLY AND EXPLICITLY SET FORTH IN THIS AGREEMENT. THE CONTENT MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL NOTARIZE AND ITS SERVICE PROVIDERS, LICENSORS OR SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR OTHER TYPE OF DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR COVER OR LOSS OF USE, DATA, REVENUE OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE NOTARIZE PLATFORM, WITH THE DELAY OR INABILITY TO USE THE NOTARIZE PLATFORM, OR FOR ANY CONTENT, OR OTHERWISE ARISING OUT OF THE USE OF THE NOTARIZE PLATFORM, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, THE FAILURE OF ANY LIMITED REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE, OR OTHERWISE, EVEN IF NOTARIZE OR ANY OF NOTARIZE'S SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

IF, NOTWITHSTANDING THE OTHER TERMS OF THIS AGREEMENT, NOTARIZE IS DETERMINED TO HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY LOSS, HARM OR DAMAGE, YOU AGREE THAT THE AGGREGATE LIABILITY OF NOTARIZE AND ITS OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, SERVICE PROVIDERS, LICENSORS OR SUPPLIERS WILL IN ALL CASES BE LIMITED TO ONE HUNDRED DOLLARS.

8. Indemnification

You understand and agree that you are personally responsible for your behavior on the Notarize Platform. You agree to indemnify, defend and hold harmless Notarize, its parent companies,

subsidiaries, affiliated companies, joint venturers, business partners, licensors, employees, agents, and any third-party information providers from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of your use, misuse, or inability to use the Notarize Platform or the Content, or any violation by you of these Universal TOU.

9. Privacy

Your use of the Notarize Platform is subject to Notarize's Privacy Policy which is available [HERE](#).

10. Additional Terms of Service

If you use the Notarize Services in more than a passive manner (e.g., as a Witness, Signatory, Subscriber, etc.), your use of the Notarize Service is subject to Notarize's User Terms of Service which are available [HERE](#). In the event of a conflict between these Universal TOU and the User Terms of Service with respect to a Registered User, the User Terms of Service shall govern.

11. General Provisions

a. Entire Agreement/No Waiver. These Universal TOU and the incorporated documents (e.g., Privacy Policy, AUP) constitute the entire agreement between us, unless you use or interact with the Notarize Services as part of a Transaction, in which case the [User Terms of Service](#) shall apply as well. No waiver by Notarize of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default.

b. Correction of Errors and Inaccuracies. The Content may contain typographical errors or other errors or inaccuracies and may not be complete or current. Notarize therefore reserves the right to correct any errors, inaccuracies or omissions and to change or update the Content at any time without prior notice. Notarize does not, however, guarantee that any errors, inaccuracies or omissions will be corrected.

c. Enforcement/ Choice of Law/ Choice of Forum. If any part of these Universal TOU is determined by a court of competent jurisdiction to be invalid or unenforceable, it will not impact any other provision of these Universal TOU, all of which will remain in full force and effect. Any and all disputes relating to the Universal TOU, Notarize's Privacy Policy, your use of the Notarize Platform or the Content are governed by, and will be interpreted in accordance with, the laws of the Commonwealth of Massachusetts, without regard to any conflict of laws provisions. You agree to the sole and exclusive jurisdiction and venue of the federal or state courts in Boston, Massachusetts in the event of any dispute of any kind arising from or relating to the Universal TOU, Notarize's Privacy Policy, your use of the Notarize Platform or Content.

d. Confirmation of Customer Agreement.

- You have read and understood the Universal TOU;
- You agree that your electronic signature is the equivalent of a manual signature and that we may rely on it as such in connection with any and all agreements you may enter into using the Services and any documents you electronically sign using the Services;

- You acknowledge and agree that it is your obligation to immediately advise us of any change in your electronic address (i.e., email address);
- You acknowledge and agree that it is your obligation to immediately advise us in the event that you withdraw your consent to use electronic means for use of Services;
- You agree to the Universal TOU set forth above;
- You acknowledge and agree that the various security and verification procedures adopted by us in the Privacy Policy in connection with the documents to which you will affix your electronic signature constitute reasonable and secure security procedures; and
- You acknowledge and agree that in the event that any person known to you (whether it be a family member, member of your household, or otherwise) misappropriates any of the security devices connected with your Notarize login/electronic signature account and such misappropriation could not reasonably be detected by us, we shall have the right to treat all resulting electronic signatures as though they were affixed by you.

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