

User Terms of Service

Last Updated: May 18, 2020

These User Terms of Service ("**User TOS**") apply to anyone accessing our Platform as a Registered User (defined below) (collectively, "**You**" and "**Your**") and is a contract between You and Notarize describing the services we will provide to You, how we will work together, and other aspects of our business relationship.

The User TOS is supplemental to, and forms an integral part of, and incorporates, the [Universal Terms of Use](#) ("**Universal TOU**"). In case of any conflict or inconsistency with the terms of the Universal TOU, this User TOS will take precedence over the terms of the Universal TOU to the extent of such conflict or inconsistency. However, if You have executed a separate contract for the Services with Notarize, the terms and conditions of that contract will supersede these User TOS. If You have signed a separate Subscription Agreement (defined below) with Notarize for the Services, that agreement shall supersede these User TOS with respect to the Services covered by such agreement.

These are legal documents so some of the language is necessarily "legalese", but we have tried to make them as readable as possible. These User TOS are so important that we cannot provide our Services to You unless You agree to them. We periodically update these terms. If You have an active Notarize subscription, we will let You know the next time You log in to the Platform that these terms have been updated. You can find archived versions of the User TOS [HERE](#).

If after reviewing these User TOS carefully, You do not wish to be bound by them, please do not access the Platform or register to use our Services.

1) General Provisions.

- a) **Registered Users.** These User TOS apply to You if You are participating in any Transaction on the Notarize Platform in any manner as a Registered User, unless You are a Subscriber with a separate written agreement with Notarize that expressly supersedes these User TOS. At any given time You may be categorized as one or more Registered User types. You do not have to create or maintain an account on the Platform to be considered a Register User, Your use of the Platform in more than a passive manner is indicative of Your status as a Registered User.
- b) **Supplements.** Additional terms and conditions, including licenses and restrictions, apply to each of the Services and are set forth in Supplements which are listed below:
 - i) Notary on Demand ("**NOD Services**") – the Registered User uses a Notary that Notarize has matched them with to procure Notarizations and other services. Additional terms and conditions apply to the NOD Services and can be found [HERE](#);
 - ii) Bring Your Own Notary ("**BYON Services**")– the Registered User uses its own Authorized Notary to provide Notarization services. Additional terms and conditions apply to the BYON Services and can be found [HERE](#);
 - iii) Notary Platform Terms of Service ("**Notary SaaS Services**") - the Registered User is a Notary that utilizes the Platform to provide Notarization services in any capacity. Additional terms and conditions apply to Notary SaaS Services and can be found [HERE](#);

- iv) Notary Business Account Services (formerly known as Bring Your Own Transaction Services) ("**Notary Biz Account Services**")- the Registered User is a Notary that has invited other Registered Users to the Platform (each a "**Notary Customer**") to sign or have a Notarization performed such that the Notary is providing the service directly to the Notary Customer(s) they invite and Notarize is providing the Notary Customer and the Notary access to the Platform.
- c) Subscription Plans.** You can access and use the Services by: (a) executing a Subscription Plan Order Form, or (b) paying fees on the Site for a monthly or per Transaction subscription (collectively, (a) and (b) are referred to as "**Subscription Plans**"). If You are a Notary Customer You do not have a Subscription Plan, and unless otherwise agreed to by the Notary, You will pay the fees designated and charged by the Notary on the Platform at the time Services are rendered.
- d) Limited License.** Subject to Your compliance with all applicable terms, applicable law and payment of any applicable fees by You or a third party on Your behalf, You may access and use the Services that we make available to You under the applicable license set forth in the applicable Supplement. We might provide some or all elements of the Services through third party service providers. Your Affiliates may access and use the Services; provided that, all such access, use and receipt by Your Affiliates is subject to and in compliance with the Agreement and You will at all times remain liable for Your Affiliates' compliance with the Agreement.
- e) Limitations on Your Use.** By way of clarification and not limitation as to conduct that is not permitted under the licenses granted in the applicable Supplement, You will use the Platform for Your internal purposes only and expressly will not: (i) use the Platform to act as a service bureau or otherwise permit unauthorized third parties to obtain Services under Your account; (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 our express written permission) of Notarize's Services, or (v) for building or providing a competitive product or service.
- f) Account Authority, Permissions and Inactivity.** 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 User TOS, (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 User TOS. 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 User TOS and as having all required authority and permissions to use the Platform and our Services on Your behalf. You are responsible for keeping Your account active, which means You must sign in periodically to avoid any disruption or loss of access to the Services, or termination of Your account. If You don't sign into Your account periodically, we reserve the right to assume Your account is inactive, and You agree that we may close it for You. You understand that You will lose access to any Content stored in Your account upon closure. Prior to closing Your account for inactivity, we will

attempt to provide notice to You. For the avoidance of doubt, this Section 1.f. does not apply to paid accounts in good standing.

- g) Free Trial.** If You register for a free trial, we will make the applicable Service available to You on a trial basis free of charge until the earlier of (a) the end of the free trial period (if not terminated earlier) or (b) the start date of Your paid subscription. Unless You purchase a subscription to the applicable Service before the end of the free trial, all of Your data in the Service may be permanently deleted at the end of the trial, and we will not recover it. If we include additional terms and conditions on the trial registration web page, those will apply as well.
- h) Analytics.** You agree that Notarize may 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 will comply with our 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. We will not pay compensation for use of the Notarize Analytics.
- i) 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) Business Users; Personal Users

- a) Business Account Users.** If You received an Entitlement from a Business pursuant to a Subscription Plan Order Form then (A) You are a "**Business User**" of such Business; (B) Your Notarize profile associated with such Entitlement is a "**Business Profile**"; and (C) all references to "You" in these Terms will mean such Business. If You are a Business User, You agree that, due to Your receipt of Entitlements from such Business, (1) Notarize may provide the Business with the ability to access, use, remove, retain, and control Your Business Profile and all Content therein whether uploaded or imported before or after the date these Terms were last updated; (2) Your use of the Services and Software is governed by such Business's agreement with Notarize; and (3) Notarize may provide Your personal information to such Business. If You are a Business User with Entitlements from multiple Businesses, You may have separate Business Profiles associated with each Business. As a Business User, You may have different agreements with or obligations to a Business, which may affect Your Business Profile or Your Content. Notarize is not responsible for any violation by You of such agreements or obligations.
- b) Personal Account Users.** If You did not receive Entitlements from a Business, then (a) You are a "**Personal User**"; (b) Your Notarize profile is a personal profile; (c) You maintain sole access and control over all Content in Your personal account

or personal profile (except as otherwise indicated in the Privacy Policy); and (d) all references to "You" in these User TOS will mean You as an individual. If You received Entitlements through a personal plan and from a Business, then You are both a Personal User and a Business User. You are a Personal User when You utilize the Entitlements You obtained through Your personal plan, and You are a Business User when You utilize Your Entitlements provided by a Business.

- c) Business Email Domains.** As a Registered User You may create an account using an email address provided or assigned to You by a Business (such as Your work email address). If the Business establishes a direct relationship with us, they may want to add Your account to such relationship. If this happens, the Business may, with prior notice, roll Your account into the Business's account. This means the Business may (A) access the account; (B) take control over the account and any content therein whether stored, uploaded, or imported before or after the date these User TOS were last updated; and (C) recommend any non-business content associated with such account to be moved to a new account that utilizes an email address not associated with such business. You, as an individual or a business user, also acknowledge that Notarize may provide Your personal information to such business, such as Your name or email address. If You do not want a business to access, use, remove, retain, or control an account or profile, then do not use a business email address with that account.

3) Electronic Communications and E-Sign Disclosure Supplement

This consent form provides You with information about our electronic records and electronic signature procedures, and Your rights related to completing Your transaction electronically. By agreeing to the User TOUs and using the Platform to complete a transaction, You are giving Your affirmative consent to receive information and disclosures using electronic records. By agreeing to the User TOUs and completing a transaction on this Platform, You are also agreeing to sign documents electronically.

- a) Consent to Use Electronic Means; Scope of consent.** In most cases, You have the right to receive disclosures on paper instead of electronically. This Platform is designed to provide all Documents in electronic form. If You want to receive paper disclosures, You should not agree to these Terms of Use and should not proceed with Your Transaction on this Platform. You are consenting to conduct Your Transactions electronically. Your consent applies to all Documents and disclosures related to Your Transactions.
- b) Withdrawal of Consent.** You may withdraw Your consent to conduct Transactions and receive disclosures by electronic records at any time. To do so, please notify us at legal@notarize.com. If You 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 on our Platform. We will not charge You a fee for withdrawing Your consent, however the other parties involved in the Transaction may impose charges in some cases, and You may have to pay additional costs to reschedule the Transaction. In some cases, rescheduling may have legal consequences that cause You to forfeit money or lose favorable terms. All actions taken by You before Your withdrawal of consent, including the signing of Documents, delivery or making available of disclosures and participating in Notarizations, remain valid and enforceable.
- c) 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. You can request paper copies of these Documents and disclosures from the business that scheduled or organized the Transaction. 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.

- d) Changing Your contact information.** You can make certain changes to Your contact and billing information by logging into Your account and editing Your profile. In the event You wish to make changes to Your username or email associated with Your account or other changes which you are not able to make directly in your account please reach out to support@notarize.com.
- e) 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.
- f) Indicating Your Consent.** By setting up Your account on our Platform and consenting to the User TOUs 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. If You have signed other e-consent documents that apply to this Transaction, the terms of the other consent apply to the extent they are inconsistent with these terms.
- g) 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. 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).

4) Fees and Payment.

- a) Fees.** In consideration for Your access or use of the Services You receive on the Platform, You will timely pay the various fees specified on the Platform including in a Subscription Plan. If You are accessing or using the Platform as a Notary Customer, You will pay all fees specified by the Notary providing You the Services. You expressly understand that when You are accessing and using the platform as a

Notary Customer that Notarize is not setting the fees You are paying, these fees are set by the Notary providing You the Service. Notarize is not liable for the Notaries compliance with applicable law, including but not limited to Applicable Notarial Law or Applicable Electronic Signature Law.

b) Payment. Unless the applicable Subscription Plan specifically states otherwise, the following general payment terms will apply:

i) **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 (including those which fall outside of the Subscription Plan), will be paid by You either at the time of each such Transaction or other Service, or on a monthly basis in arrears if Registered User has entered into a Subscription Plan. Furthermore, unless otherwise outlined in a Subscription Plan, or a Subscriber has agreed to pay the Transaction fee on Your behalf and has entered into an agreement with Notarize to this effect, all fees for Services will be due from Signatories upon completion of the Transaction and You will not be able to access the applicable Transaction Documents until payment is rendered.

ii) **Acceptable Payment Methods.** All payments will be charged either automatically via one of the payment methods accepted on our Platform (such as credit card) as set up by You when either: at the time of agreeing to a Subscription Plan; or when prompted for payment within the Platform when the Transaction does not fall within a Subscription Plan. 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. You authorize Notarize OR ITS AGENT TO CHARGE THE PAYMENT METHOD SUPPLIED ON A RECURRING (E.G. MONTHLY OR YEARLY) BASIS ("AUTHORIZATION") FOR: (a) THE APPLICABLE SUBSCRIPTION PLAN FEES; (b) ANY AND ALL APPLICABLE TAXES; AND (c) ANY OTHER CHARGES INCURRED IN CONNECTION WITH YOUR USE OF THE DOCUSIGN SERVICES.

iii) **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.

c) Subscriber Payment Terms. The Subscriber will 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 will 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.

i) **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 will 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 will 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 will 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.

- d) Taxes.** All payments required by these User TOS, 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 You agree to bear and be responsible for the payment of all such charges, excluding taxes based upon Notarize's net income. All amounts due hereunder will be grossed-up for any withholding taxes imposed by any foreign government.

5) Confidentiality and Ownership.

- a) Scope.** This Section 5 governs the protections for Confidential Information that one party (the "**Disclosing Party**") provides to the other (the "**Receiving Party**") under this Agreement. The Receiving Party will 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 this Agreement. The Receiving Party will 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 will at a minimum use commercially reasonable care and methods to protect the Disclosing Party's Confidential Information. A Receiving Party will 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 purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement; and (b) has agreed to confidentiality and use restrictions at least as restrictive to those terms contained in this Agreement. You will not provide third parties with access to Notarize Confidential Information. Each party will be responsible for any breach of confidentiality by its employees and (where applicable) its Authorized Individuals and will promptly notify the Disclosing Party of any unauthorized use or disclosure of Confidential Information and take all reasonable steps to prevent further unauthorized use or disclosure. Notwithstanding anything to the contrary herein, Notarize will be entitled to (i) retain Confidential Information required to comply with applicable law, regulation or rule (or to demonstrate compliance with applicable law or legal requirement) or as otherwise permitted in this Agreement, and (ii) to use Your customers' information (including Personal Information) in accordance with its then-current Privacy Policy to the extent such customers have agreed to such Privacy Policy. The Parties' obligations of confidentiality and non-use will 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.

- i) **Compelled Disclosure.** Nothing herein will 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, rule or regulation (including disclosures pursuant to any applicable securities laws and regulations); provided, however, that prior to any such disclosure, the Receiving Party will 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.
 - ii) **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 5 (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 .
 - iii) **Non-Disclosure Agreement.** If prior to the Effective Date the Parties entered into a Non-Disclosure Agreement ("**NDA**"), this Agreement will control with respect to all 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 User TOS.
 - iv) **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 this Agreement, promptly after termination or expiration of this Agreement, each party will (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 will certify in writing to the destruction of such Confidential Information and Derived Information. Notwithstanding the above, the Receiving party will be entitled to retain Confidential Information in its archival or backup systems, and such Confidential Information will remain subject to this Agreement and related confidentiality and security obligations throughout the period it is retained.
 - v) **Ownership.** Except as expressly provided in this Section 5, as between Notarize and You, Notarize is and will 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 5, as between Notarize and You, You are and will remain sole owner or licensor of all right, title and interest in and to (i) User Data (including Your Confidential Information) and Documents, with Notarize having a license to use, copy, transmit, display and store such Data and Documents as provided for in this Agreement and the Privacy Policy; and (ii) Your Marks; and (iii) Your Systems.
- b) Volunteered Feedback.** The term "**Feedback**" means suggestions, ideas, feature requests, and recommendations by Notarize customers, including You, relating to the Platform or other elements of Notarize's business. The term "**Volunteered Feedback**" means Feedback that embodies Intellectual Property Rights (defined below) owned or controlled by a visitor or Registered User. Notarize neither seeks nor requests Volunteered Feedback, and this Agreement 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.

c) No Implied Rights. You will not obtain any licenses or rights implied under this Agreement or based on any course of conduct.

6) Your Responsibilities and Acknowledgements.

a) Compliance with Laws. You will comply with all applicable local, state, national and foreign laws in connection with its use of the Platform, including those laws related to data privacy, notary law, international laws and the transmission of technical or personal data. You acknowledge that Notarize exercises no control over the content of the information transmitted by Registered Users through the Platform. You will not upload, post, reproduce or distribute any information, software or other material protected by copyright, privacy rights, or any other Intellectual Property Right without first obtaining the permission of the owner of such rights.

b) User Data Backups; Retention. UNLESS OTHERWISE AGREED TO IN A SUBSCRIPTION PLAN, SUBJECT TO APPLICABLE LAW, YOU WILL RETAIN COPIES OF ALL USER DATA SUBMITTED TO IN CONNECTION WITH THE PLATFORM. YOU WILL BE SOLELY RESPONSIBLE FOR BACKUP OF SUCH DATA, AND TO RETAIN SUCH DATA ACCORDING TO RETENTION REQUIREMENTS APPLICABLE TO YOU. WE WILL MAKE DOCUMENTS AVAILABLE FOR REVIEW VIA THE PLATFORM FOR A REASONABLE PERIOD OF TIME BASED ON INDUSTRY PRACTICE AND OUR STANDARD PRACTICES, BUT YOU ACKNOWLEDGE THAT WE HAVE NO OBLIGATION TO RETAIN ANY SUCH DOCUMENTS.

c) Protecting Passwords; Responsibility for Activities. You will maintain all username(s) and password(s) associated with the Platform in confidence and will not disclose this information or make it accessible to unauthorized persons. You will furthermore 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 Your access credentials with all of the rights and privileges that it provides to You, and will hold You responsible for the activities of a person using Your access credentials. You will ensure that passwords and credentials are not shared by any users, including, but not limited to any Authorized Notaries.

d) Data.

i) To the extent required for Notarize to provide Services to You, You grant to Notarize, and 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 using the Services, and (ii) other resources, for purposes of providing the Services to You and Your Signatories and Witnesses/Participants.

ii) You agree that Notarize may use User Data for all purposes necessary and appropriate (i) to perform and carry out the Services, (ii) if applicable to the Services, to verify identities of Signatories, Witnesses, Participants and, as applicable, other Users including by using third-party identity database service providers, (iii) to maintain records, (iv) to communicate with You as required to provide the Services (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) to provide You with Support Services

- (if applicable), (vii) as set forth in Notarize's [Privacy Policy](#), and (viii) in accordance with and as required to comply with applicable legal requirements.
- iii)** 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 User TOS, 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.
 - iv)** We reserve the right at any time to (i) monitor Your use of the Platform, and (ii) terminate or suspend Your use of some or all of the Platform or Services if You engage in activities that we conclude, in our discretion, breach our Platform standards or code of conduct or otherwise violate these Terms. Although we have no – and assume no – obligation to monitor activities on the Platform, please understand that we may employ filters designed to detect and block inappropriate content. We reserve the right to deactivate Your account at any time and for any reason. You should also understand that our standards and codes of conduct are often based on principles of applicable law. Violations of our standards and codes of conduct accordingly may expose You to criminal charges, and civil liability to harmed parties for compensatory damages and attorney's fees. Notarize reserves the right at all times to disclose information it deems necessary to satisfy any applicable law, regulation, legal process or governmental request. You acknowledge and understand that if Your notary account is associated with a third parties business account that it associated with the Platform (e.g., title agents), these third parties may have access to Your accounts solely for maintenance purposes (e.g. to update profiles, deactivate accounts and access Documents). Additionally, Notarize may access Your account for maintenance purposes and to ensure compliance with Applicable Notarial Laws.

7) Representations and Warranties.

- a) Mutual Representations and Warranties.** Each of us represents and warrants: (i) our execution, delivery and performance of this Agreement will not violate or constitute a default under any agreement of such party; (ii) we have the full right, power, and authority to enter into and be bound by the terms and conditions of this Agreement and to perform its obligations under this Agreement; and (iii) that we 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).
- b) Disclaimer.** The Platform and all of Notarize's or its Service Provider's performance obligations are provided "as is" without warranty of any kind. Notarize does not warrant: (A) that the Platform or its performance will meet Your requirements; (B) that the Platform's operation or the delivery of Services will be uninterrupted or error-free; (C) that a third party will accept a Notarized Document or e-signed Document for Your intended purpose; or (D) 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 THIS AGREEMENT, 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.

8) Term and Termination.

- a) Term; Renewal.** Except for “per transaction” Subscription Plans or if You have entered into a Subscription Plan Order Form with us, 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 User TOS, on the terms applicable to the last month of that Subscription Plan. If You have executed a Subscription Plan Order Form with us unless otherwise outlined on the Subscription Plan Order Form, the Subscription Plan will auto-renew for successive twelve (12) month periods unless either of us provides the other with written notice of termination at least fifteen (15) days prior to the end of the then-current term. 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. We may modify, terminate, or otherwise amend the fees and features associated with Your currently selected Subscription Plan at any time. In the event a 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. Unless otherwise agreed in a Subscription Plan Order Form, Notarize may increase fees for any Subscription Plan by providing 30 days’ advance written notice to Customer. Notarize may additionally terminate some or all of the Services effective upon written notice to You in the event Notarize is of the reasonable belief that continuing to provide said Services would result in violation of applicable law or legal requirement and such termination will not be deemed a breach of these User TOS.
- b) Notarize Termination.** Notarize may terminate this Agreement and any Order Form entered into hereunder, effective on written notice to You in the event You: (i) fails to pay any amount due hereunder, and such failure continues more than ten (10) days after delivery of notice thereof; or (ii) breaches any of its obligations under this Agreement. Notarize may additionally terminate some or all of the Services effective upon written notice to You in the event Notarize is of the reasonable belief that continuing to provide said Services would result in violation of applicable law or legal requirement. Notarize may change its product offerings at any time and is under no duty to continue to extend services to You.
- c) Termination for Cause.** In addition to termination of this Agreement due to non-payment as set forth in [Section 8.b](#), either party will be entitled to terminate a Subscription 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, Order Form or other agreement will be deemed terminated as of the date of the Notice of Breach. If Notarize terminates a Order

Form for cause, You will be charged and obligated to pay all unpaid periodic fees and will not receive any refunds for periodic fees previously paid as part of an Order Form.

- d) Cessation of Services; Certain Licenses.** Upon the termination or expiration of this Agreement, Notarize will cease providing the Services to You and all licenses extend to You hereunder will end.
 - e) Suspend Access.** Notarize may, directly or indirectly, and by use of a disabling device, suspend or terminate Your access to and use of the Platform, or remove or disable any 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 User TOS in the case of You, or the User TOS in the case of Registered Users, or the Account User TOS in the case of Authorized Notaries or applicable law; (b) You (including Your users) or a Registered User with Entitlements associated with Your account 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) these User TOS expire or our agreement is otherwise terminated. Notarize will use commercially reasonable efforts to notify You before any suspension or disablement of Your access to the Service or the Platform, 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 Services or a third party. In such circumstances, Notarize will provide notice if and when the restrictions no longer apply.
 - f) Survival Provisions.** All provisions of the User TOS, Supplements and any other incorporated agreements that may be reasonably interpreted as surviving termination or expiration of this Agreement) will survive the termination or expiration of these User TOS.
- 9) Business Private Label Branding.** If Notarize agrees, in its sole discretion after request from a Subscriber which is a Business, to private-label Services under one or more of the Business's trademarks, service marks, or logos (the "**Business Marks**"), then the requirements set out in Section 10 (Use of Marks) apply as to Notarize's use of the Business Marks in relation to such private label branding.
- 10) Use of Marks.**
- a) Business Marks.** Each Business grants Notarize a limited, non-exclusive, non-transferable permission to display the Business Marks on its website and its marketing materials to indicate that the Business is or intends to be a user of the Services. Notarize acknowledges that, as between the Parties, the Business is the sole and exclusive owner the Business Marks and all goodwill associated with the Business Marks, and that any goodwill created by these User TOS under the Business Marks will inure solely and exclusively to Business.
 - b) Business Use of Notarize Marks.** At Notarize's option, the Business will 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 will indicate that the Business is a user, or intends to become a user, of the Services. Notarize grants the Business 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 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 User TOS under the Notarize Marks will inure solely and exclusively to Notarize.

- c) **Cessation of Permissions.** Business will be entitled to end Notarize's use of the Business Marks and Notarize will be entitled to end Business's use of Notarize's Marks after notice and a reasonable wind-down period.
 - d) **Business Publicity.** The Business 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.
- 11) Miscellaneous.**
- a) **Export Control Laws.** You represents and warrants 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 of Your user data and any other Your content transmitted through the platform for purposes of this clause, "export laws" means 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.
 - b) **No Effect on Your Prior Obligations.** Expiration or termination of this Agreement will not affect any obligation which accrued before such expiration or termination, and You will promptly remit to Notarize all unpaid fees according to the terms of this Agreement.
 - c) **Entire Agreement.** These User TOS, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.
 - d) **Assignment.** This Agreement may not be assigned, in whole or in part, by You without Notarize's prior written consent which consent will not be unreasonably withheld. This Agreement will be binding upon, and inure to the benefit of, the successors, representatives and permitted assigns of the Parties hereto.
 - e) **Independent Contractors.** The parties will be independent contractors under this Agreement, 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.
- 12) Governing Law; No Class Actions; Arbitration of Disputes.**
- a) **Governing Law; Exclusive Jurisdiction.** In the event Notarizations are part of the Services provided to You, 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 will be governed by and construed according to the Applicable Notary Law and Applicable Electronic Signatures Law, without regard to its conflicts of law provisions. Otherwise, this Agreement will be governed by and construed per the laws of the Commonwealth of Massachusetts, USA, without regard to its conflicts of law provisions. Subject to and without in any way limiting the Arbitration requirement set forth hereinbelow, jurisdiction for resolution of any court dispute or proceeding arising out of or in any way relating to this Agreement, whether in law or equity, will be in the state or federal courts, as applicable, of the Commonwealth of Massachusetts with venue in Suffolk County. Each party consents to and irrevocably waives challenge to such jurisdiction and venue.

- b) Jury Trial and Class Action Waiver.** Without in any way limiting the arbitration requirement set forth hereinbelow, both You and Notarize voluntarily and irrevocably waive trial by jury in any action or other proceeding which arises out of or in any way relates to this Agreement. You further expressly waives any right to bring or participate in a class action or to seek class action status for any claim or dispute arising out of or in any way relating to this Agreement. The scope of the waivers in this section encompasses any and all claims or contentions that arise out of or relate in any way to this Agreement, including, without limitation, claims at law or in equity, contract, tort, statutory, and breach of duty claims, and any and all other common law and statutory claims. Except for actions for nonpayment or breach of a party's proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than one (1) year after the cause of action has accrued.
- c) Arbitration of Disputes.** The Parties agree to submit any and all disputes arising out of or in any way relating to this Agreement or the Platform, including any and all disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, and also including any claims relating to arbitrability of any claim or dispute, to final and binding arbitration administered by JAMS in accordance with JAMS Rules then in effect. The arbitration will be conducted before a single neutral arbitrator in Suffolk County in the Commonwealth of Massachusetts, and judgment on the arbitration award may be entered in any court with jurisdiction thereof. Payment and allocation of all fees will be governed by JAMS Rules. "**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, if applicable, according to the Expedited Procedures in those Rules.
- d) No Waiver.** The failure of either party to enforce its rights under this Agreement 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.
- e) Unenforceability.** If any provision of this Agreement is determined to be invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.
- f) No Legal Advice.** While receiving the Services, You may receive information from Notarize concerning laws governing electronic signatures, electronic Notarization, and other subject matter areas. This information is for general informational purposes only and does not constitute legal advice. Notarize and the Notaries 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 all aspects of the Services, Your Documents, or Your Transactions.
- g) Force Majeure.** Neither party will be liable for a failure or delay in the performance of its obligations under this Agreement 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. Inability to pay or financial hardship will not constitute Force Majeure regardless of the cause thereof and whether the reason is outside a party's control.
- h) Notices.**
- i) To Notarize:** Notice will be sent to the contact address set forth [HERE](#), and will be deemed delivered as of the date of actual receipt.
- ii) To You:** Your address as provided in our Notarize subscription account information for You. We may give electronic notices by general notice via the

Services and may give electronic notices specific to You by email to Your e-mail address(es) on record in our account information for You or through the notifications center of the Services. We may give notice to You by telephone calls to the telephone numbers on record in our account information for You.

You must keep all of Your account information current.

- i) Contract for Services.** This Agreement is a contract for the provision of services and not a contract for the sale of goods. The provisions of the Uniform Commercial Code (UCC), the Uniform Computer Information Transaction Act (UCITA), or any substantially similar legislation as may be enacted, will not apply to this Agreement. If You are located outside of the territory of the United States, the parties agree that the United Nations Convention on Contracts for the International Sale of Goods will not govern this Agreement or the rights and obligations of the parties under this Agreement.

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