

# Terms of Service Agreement

Last Modified: December, 15, 2019

THESE TERMS OF SERVICE AGREEMENT ("**TERMS**") constitute the legally binding agreement between Notaroo, Inc., its affiliates, and agents (collectively, "**Notaroo**", "we", "us", or "our") and users of our Services ("user", "you", or "your", except in Sections of the TERMS that state otherwise). These TERMS govern your use of our website ([www.getnotaroo.com](http://www.getnotaroo.com)) or any other websites of Notaroo (collectively, the "**Website**") in any way, including using services or resources available or enabled via, or that interact with, the Website (collectively, the "**Services**").

By clicking an "I accept" or similar button, completing the registration process, and/or browsing the Website you represent that (1) you have read, understand, and agree to be bound by the TERMS, (2) you are of legal age to form a binding contract with Notaroo, and (3) you have the authority to enter into the TERMS personally (or on behalf of the entity you named as the user, and to bind that company to the TERMS). The term "you" refers to the individual or entity, as applicable, identified as the User when you registered on the Website.

IF YOU DO NOT AGREE TO THESE TERMS, YOU MUST CEASE USING THE SERVICES AT ONCE.

**THESE TERMS INCLUDE A CLASS ACTION WAIVER AND A WAIVER OF JURY TRIALS, AND REQUIRE BINDING ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES RELATING IN ANY WAY TO YOUR USE OF THE SERVICES. THE TERMS LIMIT THE REMEDIES THAT MAY BE AVAILABLE TO YOU IN THE EVENT OF A DISPUTE. BY ENTERING INTO THE TERMS, YOU ARE WAIVING YOUR RIGHT TO SEEK RELIEF IN A COURT OF LAW. PLEASE SEE SECTION 15 BELOW FOR MORE INFORMATION REGARDING ARBITRATION AND HOW IT DIFFERS FROM A PROCEEDING IN A COURT OF LAW.**

ANY DISPUTE OR CLAIM RELATING IN ANY WAY TO YOUR USE OF THE SERVICES WILL BE GOVERNED AND INTERPRETED BY AND UNDER THE LAWS OF THE STATE OF ARIZONA, CONSISTENT WITH THE FEDERAL ARBITRATION ACT, WITHOUT GIVING EFFECT TO ANY PRINCIPLES THAT PROVIDE FOR THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS DOES NOT APPLY TO THESE TERMS.

These TERMS are subject to occasional revision. We will notify you of changes to the TERMS by posting a new version of the TERMS at [www.getnotaroo.com/tos](http://www.getnotaroo.com/tos), and we will change the "**Last Modified**" date above. You should consult these TERMS regularly for any changes. For current users of our Services, any changes to these TERMS will be effective thirty (30) calendar days following our posting of the new version. For new users of our Services, the TERMS will be effective immediately. Continued use of our Services following notice of such changes shall indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.

## 1. AGE LIMITATION.

THE SERVICES ARE NOT INTENDED FOR INDIVIDUALS UNDER THE AGE OF 18. IF YOU ARE UNDER 18, YOU MAY NOT USE THE SERVICES.

## 2. Services.

Notaroo provides an online platform and notary database to bring together:

- Individuals and entities who are taking out a loan ("**Borrowers**") and working with lenders, or title and escrow companies (collectively "**Companies**") to close their loans;
- Companies seeking notary services to help their Borrower's sign documents for loan applications or closings;
- Polished notary signing agents ("**Notaries**") seeking to advertise and provide notary signing services; and
- Other parties related to a particular closing (e.g. real-estate agents and banks) seeking to monitor the signing of documents by the Borrowers ("**Participants**").

Notaroo's responsibilities are limited to providing the Services as summarized in this Section 2, and more fully described in these TERMS. Certain provisions of these TERMS apply only to Companies, Borrowers, Notaries, or Participants as described more fully below.

- **Our Services enable and assist:**
  - Companies to (i) upload documents that Borrowers needs to sign with a Notary, (ii) easily browse through, find, and select a Notary that is best equipped to help a Borrower with notary signing services, (iii) create a "**Signing Request**," which means to request that a Notary listed on the Services perform the notary signing services described in the request ("**Notary Assignment**"), for instance, assisting a Borrower in signing documents that Company uploaded onto the Notaroo platform, (iv) monitor the Borrower's signing process to ensure the Borrower signed the documents that Company uploaded onto Notaroo, (v) manage Notary Assignments and mark them as complete, (vi) place Notary Feedback (defined below), (vii) add and grant permissions for Borrowers to interact with the Services as listed in this Section, and (viii) add Participants to monitor the signing of documents for a particular Borrower; and
  - Notaries to (i) offer and advertise their notary signing services, (ii) receive documents to be signed, and (iii) manage orders from Companies that require their assistance, and (iv) manage Notary Assignments and mark them as complete;
- **Limited Access.**

Borrowers and Participants may have limited access to the Services as an observer. They can only use the Services if the Company they are working with requests for them to be invited to the Services, and even then, they may only view and interact with the Services in the following ways:

- Borrowers
  - may: (i) view, modify the date and time of, accept, and reject meetings with a Notary, (ii) comment on Notary meetings, and (iii) place feedback either via email or on the Website if the applicable Company requests that Notaroo solicit Borrower feedback.

- Participants

may only view and track the signing of documents for that Signing Request.

- **If you are a Company.**

As a Company, you represent, warrant and covenant that: (i) the Signing Requests you submit are true and accurate, and (ii) you will pay the agreed upon price for the Notary Assignment that is listed on the Services (payment for the Notary Assignment shall be as set forth in Section 9 of these TERMS). You are solely responsible for accuracy and completeness of the Signing Request you submit and for all content, including, the documents you upload and Notary Assignment, contained in a Signing Request. Submission of a Signing Request does not obligate Notaroo to ensure the Notary is available to fulfill your Signing Request and Notaroo may remove the Signing Request with or without notice to you at any time for any reason. You agree that Notaroo will not be liable to you for any removal of a Signing Request or any part thereof.

- **If you are a Notary.**

By participating on Notaroo as a Notary, you represent, warrant, and covenant that: (i) the information you submit to us or post on the Services, whether in your profile, invoice, or otherwise, is true and accurate; (ii) you will perform the Notary Assignments in accordance with the applicable laws of your jurisdiction and in accordance with the information provided to you by the Company that submitted the Signing Request; (iii) that you have obtained and will maintain all certifications, licenses and legal requirements to perform the applicable Notary Assignments and that you comply with all applicable laws and industry standards (including business licenses and, to the extent applicable, the collection and remittance of sales taxes); (iv) that you maintain valid workers compensation and professional liability insurance policies in amounts sufficient to meet your statutory obligations and to cover any damages that might occur during or as a result of performing each Notary Assignment; (v) that you will provide the services in a Notary Assignment without imposing restrictions or policies not fully described to Companies in writing prior to such Companies engaging you to perform a Notary Assignment; and (vi) that you will not solicit Companies to pay for your services outside of the Services (payment provisions are set out below) or otherwise circumvent any fees that are paid or would be payable to Notaroo, to the extent applicable. You agree that unless you obtain the consent of any Company, you will use the personal information of Borrowers and Companies provided to you by Notaroo or a Company only to communicate with and provide the services in a Notary Assignment to that Company and that Borrower (or Borrowers), and for no other purpose. You are solely responsible for the accuracy and completeness of the notary signing services you post, or invoice you submit and for all content contained in such submissions. Your submission of a post does not obligate Notaroo to make your posting or any of its contents available on the Services. Notaroo may remove your posting with or without notice to you at any time for any reason. You agree that Notaroo will not be liable to you for any removal of a notary signing services posting or any part thereof. You acknowledge and agree that Notaroo may screen potential Notaries and that Notaroo may publish feedback and recommendations of Notaries by Companies and Borrowers ("**Notary Feedback**"), which may include reviews of you. You further acknowledge and agree that Notaroo may post Notary Feedback without permitting you to view the Notary Feedback or any information related to the Notary Feedback.

- **Disclaimer Regarding Notaries.**

Notaroo makes no representation to Borrowers or to Companies, whether through Notary Feedback or otherwise, regarding Notaries, including that such Notaries are qualified to perform the applicable Signing Requests. You acknowledge and agree that the inclusion of a particular Notary on a list of Notaries does not operate as a recommendation, validation, or approval of such Notary by Notaroo. The list of Notaries available through the Services may not be a complete list of all potentially qualified Notaries in any particular area. Each Notary indicates in the personal profile of that Notary (available to you via the Services) certain information and qualifications that may assist you in comparing Notaries, and in selecting the one most suitable to perform your Notary Assignment. In addition, we may publish through the Services Notary Feedback, which are based in part on aggregate Company and Borrower feedback, and which may assist your decision. However, You are solely responsible for selecting or approving a Notary. Other than with respect to the payment procedures described in these TERMS, Companies and Notaries (and not Notaroo) are solely responsible for any interaction between them. For purposes of clarity, Notaroo has no liability in the performance of a Notary Assignment.

- **Only a Venue.**

Notaroo does not control the quality, safety, or legality of any aspect of the Notary Assignment, the ability of Notaries to provide the notary signing services, or the ability of Companies to pay Notaries. The relationship between (i) the Companies and Borrowers and (ii) Notaries are governed by the provisions of these TERMS as follows: if you are a Company, you provide to each Notary the covenants, representations, and warranties provided to Notaroo in Section 2, Limited Access. If you are a Notary, you provide to each Company and Borrower the covenants, representations, and warranties provided to Notaroo in Section 2, If You Are a Company. Companies, Borrowers and Notaries each acknowledge that the other is a third-party beneficiary of these TERMS, but solely with respect to Section 2, Limited Access, and Section 2, If You Are a Company.

- **E-signing Documents.**

Notaroo provides users with an electronic signature solution for U.S. notarized contracts ("**E-Sign Solution**"). Notaroo complies with the requirements of the U.S. Electronic Signature in Global and National Commerce Act of 2000 ("**ESIGN**") and Uniform Electronic Transactions Act ("**UETA**"), which should make your electronic signature on notary contracts legally binding. By using the E-Sign Solution, you agree to transact business using electronic communications, electronic records, and electronic signatures rather than using paper documents to communicate, keep records, and sign. For avoidance of doubt, by using the E-Sign Solution, you agree to use an electronic signature in lieu of a hand-written signature on paper. You acknowledge and agree that legislation such as ESIGN and UETA have provided electronic signatures the legal equivalence of handwritten signatures on paper, and thus should make your e-signature legally binding in the United States and analogues where statutes have been adopted. However, Notaroo does not make any warranties or guarantees as to the enforceability of ESIGN and UETA for transactions and documents. You agree not to electronically sign a document without first reading and understanding it, thus demonstrating that you are able to access the electronic information contained within the document before signing. You acknowledge and

agree that per E-SIGN you are not required to use our E-Sign Solution, or electronically sign documents in another way, if you prefer not to do so.

- **Signature Verification.**

Notaroo verifies that the signature belongs to a particular user by using your personal information, for example your Account information, login credentials, email verification, IP address capture when a user signs a document, and group password mechanisms that Notaroo may provide. Any user using an electronic signature on Notaroo must have an Account. Notaroo uses commercially reasonable standards governed by our internal policies to ensure user information is secure. However, Notaroo does not guarantee the identity of any user who signs a document and makes no warranties or guarantees as to the identity of users using the Services.

- **Audit Trails.**

You acknowledge and agree that Notaroo may create an audit trail on your transactions to provide you with a transactions history. We track and timestamp various information from the time a document is uploaded by a Company for a Borrower's signature to when it is signed by a Borrower. You acknowledge and agree that any audit trails created by Notaroo may not be admissible in a court of law. We do not warrant or guarantee that any audit trails are legally binding.

- **Necessary Equipment.**

You must provide all equipment and software necessary to connect to the Services, including but not limited to, a computer that is suitable to connect with and use the Services. You are solely responsible for any fees, including Internet connection or mobile fees, that you incur when accessing the Services.

### **3. Disclaimers; Release.**

- **Compliance with Laws.**

As noted above, Notaries are solely responsible for compliance with all applicable laws, rules, regulations and local ordinances, including without limitation, necessary permits, certifications, insurance coverage, surety bond requirements, or other taxes and payments which may be applicable to the performance of their notary signing services.

- **Limited Identity Verification.**

You authorize us, directly or through third parties, to make any inquiries we consider necessary to help verify or check your identity or prevent fraud, including with respect to our handling of payments through the Services as described below. This may include asking you to provide a form of government identification (e.g. driver's license or passport), your date of birth, and other information requiring you to take steps to confirm ownership of your email address and/or Payment Provider Account (as defined below); or attempting to screen your information against third party databases. Nevertheless, you acknowledge that Notaroo is not required to confirm or attempt to confirm any particular user's purported identity, and does not warrant that our efforts will be successful. We do not endorse any persons or entities who use or register for

the Services. You are finally responsible, whether as a Notary, Company, or Borrower for determining the identity and suitability of others whom you may contact or who may contact you by means of the Services. You agree to exercise caution and good judgment in all interactions with other users. Notaroo encourages you to communicate directly with others through the tools available via the Services and to conduct your own investigation of the other users with whom you interact. You may also wish to consider using a third-party service that provides additional user verification.

- **If you are a Notary.**

You further authorize Notaroo to verify your insurance coverage, notary certification, proof that you have conducted a background check, and proof that you have a surety bond (if laws applicable to you require such a bond). You acknowledge that Notaroo uses commercially reasonable efforts governed by our then existing internal policies to verify Notaries.

- **RELEASE.**

**Notaroo makes no warranties regarding users or the Services the content made available through the Services, or the interactions (if any) between the users within or outside of the Services, and each of the foregoing is provided by us "as is."** Your interactions with other users are solely between you and such user and Notaroo shall not be responsible for any loss or damage incurred as the result of any such interactions. Without limiting the foregoing, as a Company, you should conduct your own investigation prior to hiring a Notary to perform a Notary Assignment. If there is a dispute between you and any other user, Notaroo is under no obligation to become involved, but reserves the right to do so. The foregoing disclaimers shall not limit the more general disclaimers in these TERMS. To the extent permitted under applicable laws, you hereby release and forever discharge us (and our officers, employees, agents, successors, and assigns) from, and hereby waive and release, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or relates directly or indirectly to: (i) any incorrect or inaccurate content posted or uploaded on the Services, whether caused by us or any user of the Services, or by any of the equipment or programming associated with or utilized in the Services; (ii) the conduct, whether online or offline, of any Company, Notary, Borrower, or Participant; (iii) any injury, loss or damage caused by another user, a Signing Request, Notary Assignment, or content posted on the Services, whether online or offline; and (iv) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, the Services' users' communications. The foregoing release does not apply to any claims, demands, or any losses, damages, rights and actions of any kind, including personal injuries, death or property damage for any unconscionable commercial practice by Notaroo or for Notaroo's fraud, deception, false, promise, misrepresentation or concealment, suppression or omission of any material fact in connection with the Services.

4. **Access to the Services.**

Subject to these TERMS, we hereby grant you a limited, non-transferable, non-sub-licensable, non-exclusive license to use the Services on any applicable devices that are under your

control, and to use the Services solely as applicable herein. The Services may not be used for any other purposes without our prior written consent. You may not use the Services if you are not the owner or approved administrator of the device on which you activated or accessed the Services.

5. **User Generated Content; Acceptable Use Policy.**

- **"User Generated Content"** means any and all information and content that a user submits to, or uses with, the Services, such as Signing Requests, Notary Assignments, information regarding your services if you are a Notary, documents uploaded if you are a Company or Borrower, Statements, invoices, messages, calls, etc. You are solely responsible for your User Generated Content. You assume all risks associated with use of your User Generated Content, including any reliance on its accuracy, completeness, or usefulness by others, or any disclosure of your User Generated Content that makes you or any third party personally identifiable. You hereby represent and warrant that your User Generated Content does not violate the Acceptable Use Policy as defined in Section 5 herein. You may not state or imply that your User Generated Content is in any way provided, sponsored, or endorsed by Notaroo. Because you alone (and not Notaroo) are responsible for your User Generated Content, you may expose yourself to liability if, for example, your User Generated Content violates the Acceptable Use Policy. Notaroo is not obligated to backup any User Generated Content and User Generated Content may be deleted at any time. You are solely responsible for creating backup copies of your User Generated Content if you desire. Notaroo has no responsibility or liability for the deletion or accuracy of any User Generated Content; the failure to store, transmit, or receive transmission of User Generated Content; or the security, privacy, storage, or transmission of other communications originating with or involving use of the Services.

- **Third Party Consent to Share Information.**

YOU REPRESENT, WARRANT, AND COVENANT TO ONLY PROVIDE INFORMATION TO THE SERVICES THAT YOU ARE ALLOWED TO PROVIDE WITHOUT VIOLATING ANY OBLIGATIONS YOU MIGHT HAVE TOWARDS A THIRD PARTY, INCLUDING ANY CONFIDENTIALITY OBLIGATIONS. PLEASE DO NOT PROVIDE ANY INFORMATION THAT YOU ARE NOT ALLOWED TO SHARE WITH OTHERS, INCLUDING BY CONTRACT OR LAW; PLEASE NOTE THAT ANY INFORMATION YOU PROVIDE MAY BE ACCESSIBLE BY USERS OF THE SERVICES. NOTWITHSTANDING THE FORGOING, IF YOU ARE A COMPANY, YOU REPRESENT, WARRANT, AND COVENANT THAT YOU HAVE OBTAINED FROM EACH BORROWER WHOSE INFORMATION YOU MAKE AVAILABLE ON OUR SERVICES OR WEBSITE, INCLUDING WITHOUT LIMITATION PERSONALLY IDENTIFIABLE INFORMATION AND SENSITIVE INFORMATION (COLLECTIVELY, "**BORROWER INFORMATION**") ALL CONSENTS REQUIRED TO SHARE SUCH BORROWER INFORMATION WITH NOTAROO AND FOR NOTAROO TO USE AND DISCLOSE SUCH BORROWER INFORMATION IN ACCORDANCE WITH OUR PRIVACY POLICY.

- **Rights and Sharing User Generated Content.**

By making available your User Generated Content on or in the Services, you represent that you own or have all rights necessary to make available your User Generated Content. When you submit certain User Generated Content, you acknowledge and

agree that such User Generated Content may be shared with other users in accordance with the TERMS.

○ **Our Acceptable Use Policy.**

The following sets forth our "**Acceptable Use Policy**": as a condition of use, you agree not to use the Services for any purpose that is prohibited by the TERMS or by applicable law. You will not (and will not permit any third party) either (i) take any action or (ii) make available any User Generated Content on or through the Services that:

- violates any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right;
- is unlawful, threatening, abusive, harassing, harmful, defamatory, trade libelous, deceptive, fraudulent, false, intentionally misleading, pornographic, invasive of another's privacy, tortious, obscene, patently offensive (e.g., material that promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual), vulgar, profane or otherwise objectionable material of any kind or nature or which is harmful to minors in any way or which may create risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to you or to any other person or may constitute a crime or tort;
- contains any information or content that is not correct and current;
- in violation of any laws, or obligations or restrictions imposed by any third party;
- constitutes unauthorized or unsolicited advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise;
- involves commercial activities and/or sales without Notaroo prior written consent, such as contests, sweepstakes, barter, advertising, or pyramid schemes;
- impersonates any person or entity, including any employee or representative of Notaroo, or falsifies or misrepresents yourself, your credentials, or your affiliation with any person or entity;
- interferes with or attempt to interfere with the proper functioning of the Services or uses the Services in any way not expressly permitted by the TERMS;
- bypasses the measures we may use to prevent or restrict access to the Services, including, but not limited to, registering for the Services with a fraudulent email address;
- harasses or interferes with another user's use and enjoyment of the Services;
- harvests, collects, gathers or assembles information or data regarding other users, including e-mail addresses, without their consent;

- displays, mirrors, or frames the Services;
  - attempts to engage in or engage in, any potentially harmful acts that are directed against the Services, including but not limited to violating or attempting to violate any security features of the Services, using manual or automated software or other means to access, "scrape," "crawl" or "spider" any pages contained in the Services, uploading invalid data, introducing viruses, worms, or any software intended to damage or alter a computer system or data, interfering with, disrupting, or creating an undue burden on servers or networks connected to the Services or violate the regulations, policies or procedures of such networks, attempting to gain unauthorized access to the Services, other computer systems or networks connected to or used together with the Services, through password mining or other means;
  - violates the additional usage requirements in Section 9 below with respect to our payment services, as they are a part of the Acceptable Use Policy.
- **No Obligation to Pre-Screen Content.**

The Services may contain User Generated Content provided by other users or third parties. You acknowledge that Notaroo has no obligation to pre-screen User Generated Content, although Notaroo reserves the right in its sole discretion to pre-screen, refuse, or remove any User Generated Content at any time for any reason. By entering into these TERMS, you hereby provide your irrevocable consent to such monitoring.

- **Investigations.**

We may, but are not obligated to, monitor or review the Services at any time, investigate, and/or take appropriate action against you in our sole discretion (including removing or modifying your User Generated Content, terminating your Account, and/or reporting you to law enforcement authorities) if you violate any provision of these TERMS, any applicable law, or otherwise create liability for us or any other person.

## 6. **Using the Services.**

- **Registration.**

To use the Services, you may have to register for an account with us ("**Account**"). To create an Account, you must provide certain information about yourself as prompted by the registration process. You acknowledge and agree to submit varying types of information depending on whether you login as a Notary, Company, Borrower, or Participant. You represent and warrant that: (i) all required registration information you submit is truthful and accurate; and (ii) you will maintain the accuracy of such information. You may deactivate your Account at any time, for any reason, by following the instructions on the Website. You are responsible for maintaining the confidentiality of your Account login information and are fully responsible for all activities that occur under your Account, including payment authorizations. You agree to immediately notify Notaroo of any unauthorized use, or suspected unauthorized use of your Account or any other breach of security. Notaroo cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements. You agree not to create an Account or use the Services if you have been previously removed by

us or banned from any of the Services. Notaroo reserves the right in its sole discretion to suspend or terminate your Account and refuse any and all current or future use of the Services (or any portion thereof) at any time for any reason. You agree that Notaroo will not be liable for any suspension or termination of your Account or any refusal of any use of the Services (or any portion thereof). Notaroo reserves the right in its sole discretion to remove any content you provide or upload at any time for any reason. You agree that Notaroo will not be liable for such removal.

- **User Restrictions.**

The rights granted to you in these TERMS are subject to the following restrictions: you shall not: (i) permit any third party to use the Services (unless you are a Company or Borrower permitting a Friend to use the Services); (ii) circumvent, disable or otherwise interfere with security-related features of the Services; (iii) modify, create a derivative work of, reverse engineer, decompile or disassemble the Services except to the extent permitted by applicable law and, in such an event, provided you first give us written notice thereof; (iv) remove, deface, obscure, or alter the Services, or any third parties, copyright notices, trademarks, or other proprietary rights notices affixed to or provided as part of the Services; (v) use the Services for benchmarking purposes or to develop any software, product or service that is the same as, substantially similar to, or competitive with the Services; (vi) use the Services to promote, conduct, or contribute to fraudulent, obscene, pornographic, illegal or otherwise inappropriate activities, including without limitation, deceptive impersonation in connection with contests, pyramid schemes, surveys, chain letters, junk e-mail, spamming or any duplicative or unsolicited messages; (vii) use any robot, spider, other automated device or any toolbar, web-bar, other web-client, device, software, routine or manual process to monitor or scrape information from the Services; (viii) otherwise use the Services in any unlawful manner or in breach of these TERMS; or (ix) share User Generated Content (other than your own User Generated Content) outside the Services without the applicable User's permission.

- **Other Restrictions.**

Unless otherwise indicated, any future release, update, or other addition to functionality of the Services shall be subject to these TERMS. You shall not agree to, nor shall you authorize or encourage any third party to: (i) prevent others from using the Services; (ii) use the Services for any fraudulent or inappropriate purpose; or (iii) act in any way that violates the TERMS and Services' policies as may be revised from time to time.

- **Disclaimer.**

We make no representation or warranties that the Services are appropriate for use in locations other than the United States or that the Services are or will be available for use in any particular location or at specific times. We may change, modify, suspend, or discontinue any aspect of the Services (including the payment services) at any time and without prior notice. You agree that we will not be liable for any change, modification, suspension, or discontinuation of the Services or any part thereof.

- **Updates.**

- **Update to the Services.**

We may update the Services periodically but you agree that we are under no obligation to do so or to provide technical support or maintenance. If we do update the Services, it will be done automatically without notice to you if these updates are designed to improve, enhance or fix bugs in the then current version of the Services. By accepting these TERMS, you agree to such updates.

- **Update to these TERMS.**

If we modify these TERMS, we will either post the modification on the Site or otherwise provide you with notice of the modification. We will also update the "**Posted**" date at the top of these TERMS. By continuing to use the Services (including the payment services) after we have posted a modification or have provided you with notice of a modification, you are indicating that you agree to be bound by the modified TERMS. If the modified TERMS are not acceptable to you, your only recourse is to cease using the Services.

- A. Your access and use of the Services is at your own risk and responsibility and you shall comply with all laws, rules and regulations applicable to you. As a part of the Services, you may have access to materials that are hosted by another party. You agree that it is impossible for Notaroo to monitor such materials and that you access these materials at your own risk.

## 7. **Intellectual Property Rights.**

- **Notaroo Ownership.**

The Services' features, design and content, including without limitation, all text, documents, products, software, scripts, graphics, and services provided therein and the trademarks, service marks and logos contained therein ("**Content and Marks**") are either owned by us or owned by third parties and licensed to us. The Content and Marks are protected under United States and foreign copyright and intellectual property laws and treaties. The Content and Marks are provided to you "AS IS" for your information and personal use only and are subject to the terms and conditions of these TERMS. You agree not to use, copy, or distribute the Services or any part thereof other than as expressly permitted herein, or to interfere with security-related features of the Services. Nothing in these TERMS constitutes a waiver of our intellectual property rights under any law. Our name, logo, and the product names associated with the Services belong to us or our licensors, and no right or license is granted to use them by implication, estoppel or otherwise. Neither these TERMS nor your access to the Services transfers to you or any third party any rights, title or interest in or to such intellectual property rights, except for the limited usage and access rights expressly set forth in Section 4. Notaroo and its licensors reserve all rights not granted in these TERMS. Notaroo does not grant any implied licenses under these TERMS.

- B. **User Ownership.**

Each user owns its own User Generated Content.

- C. **License to Notaroo.**

You hereby grant, and you represent and warrant that you have the right to grant, to Notaroo an irrevocable, perpetual, nonexclusive, royalty-free, and fully paid, worldwide license to license, reproduce, distribute, modify, adapt, publicly display and perform, prepare derivative works of, incorporate into other works, and otherwise use your User Generated Content (in whole or in part), and to grant sublicenses of the foregoing, solely for the purposes of including your User Generated Content in the Services and operating and providing the Site and Services. You agree to irrevocably waive (and cause to be waived) any claims and assertions of moral rights or attribution with respect to your User Generated Content.

#### D. **User Feedback.**

You agree that submission of any ideas, suggestions, and/or proposals to us ("**Feedback**") is at your own risk and that Notaroo has no obligations (including without limitation obligations of confidentiality) with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback. You hereby grant to Notaroo a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner it deems appropriate, any and all Feedback, and to sublicense the foregoing rights. We will treat any Feedback you provide to us as non-confidential and non-proprietary. You agree that you will not submit to us any information or ideas that you consider to be confidential or proprietary. **If you are a Notary**, you acknowledge and agree that feedback about you may not be accessible, viewable, or editable by you, and may be visible to other users without your knowledge or consent.

#### E. **Copyright Infringement Claim.**

It is Notaroo's policy to respect the legitimate rights of copyright and other intellectual property owners, and we have adopted and implemented a policy respecting copyright law that provides for the removal of any infringing materials and for the termination, in appropriate circumstances, of users of our Services who are repeat infringers of intellectual property rights, including copyrights. Should you believe that content available via the Services unlawfully infringes one or more of your copyrights and you wish to have the infringing material removed, the following information in the form of a written notification (pursuant to 17 U.S.C. § 512(c)) must be provided to our designated Copyright Agent:

- A physical or electronic signature of the copyright owner or a person authorized to act on their behalf;
- identification of the copyrighted work claimed to have been infringed;
- a description of the nature and exact location of the content that you claim to infringe your copyright, in sufficient detail so to allow Notaroo to locate and identify such content;
- your name, address, telephone number and email address;

- a statement that you have a good faith belief that the use of the material in the manner described in your Complaint is not authorized by the copyright owner, its agent, or the law; and
- a statement that the information in the Complaint is accurate, and that you are either the copyright owner or a person authorized to act on their behalf

**Notaroo designated Copyright Agent is: [support@notaroo.com](mailto:support@notaroo.com).** You acknowledge that for us to be authorized to takedown any content, your Digital Millennium Copyright Act (DMCA) takedown notice must comply with all the requirements of this Section 7. Please note that a copy of your complaint, including any contact information you provide (address, telephone number, and email address), will be forwarded to the person or entity whose content you claim infringes your right.

- Please note that, pursuant to 17 U.S.C. § 512(f), any misrepresentation of material fact (falsities) in a written notification automatically subjects the complaining party to liability for any damages, costs and attorney's fees incurred by us in connection with the written notification and allegation of copyright infringement.

## 8. Privacy.

Our Privacy Policy, located here: [https://www.Getnotaroo.com/privacy\\_policy](https://www.Getnotaroo.com/privacy_policy), describes our practices regarding your personal information.

## 9. Fees and Financial Terms.

- **Types of Fees.**

Upon completion of a Notary Assignment, the Company that made the Signing Request for such Notary Assignment will be charged: (1) a fee that in exchange for that Notary's performance of the Notary Assignment ("**Notary Fee**"); and (2) a fee for use of the Services ("**Notaroo Fee**"). Collectively, the Notary Fee and Notaroo Fee are the "**Fees**." The Company may elect to pay the Fees via one of the three ways described in Section 9, Payment Options. All Fees listed on the Services are in US dollars unless otherwise specified herein or on the Services. Company is responsible for paying the Fees once that Company or the applicable Notary marks the Notary Assignment complete on our Services. For clarity, the Fees are charged for each Notary Assignment marked as complete by either the applicable Notary or Company (i.e. the Fees are charged on a per transaction basis).

- **Company Financial Terms.**

The terms in this Company Financial Terms Section only apply to users who are Companies. For purposes of this Company Financial Terms Section, "you" refers only to users that are Companies (and no other users).

- Payment Methods.

When you create an Account, you must provide us with valid credit card information (Visa, Mastercard, or any other issuer accepted by us) or automated clearing house account information ("**Payment Provider**" and "**Payment Provider Account**"). We may, in our sole discretion, waive the

requirement in the previous sentence, in which case you may pay the Fees via a commercial check, cashier's check, or another format that we mutually agree upon. Your Payment Provider agreement governs your use of the designated Payment Provider Account, and you must refer to that agreement and not the TERMS to determine your rights and liabilities. By providing us with your Payment Provider Account, you agree we are authorized to immediately charge your Payment Provider Account for all charges due and payable to us (and to the Notary depending on the payment option you select from Section 9, Payment Options, in connection with your Account and that no additional notice or consent is required. By submitting a Signing Request, you represent that you are an authorized user of the Payment Provider Account provided. Please note that we cannot control, and disclaim all liability associated with, any fees that may be charged by your bank in relation to our collection of the Fees.

- Amount of Fees.

In connection with the creation of your Account, you and us will agree upon our Notaroo Fee. The amount of the Notary Fees will vary depending on the Notary Assignment (e.g. the Notary Fee is different for a Notary Assignment that is for a refinancing Notary Assignment versus a Notary Assignment for a new loan), the Notary, and location, and is at your discretion. The amount of the Notaroo Fee may vary from Company to Company. After you login to your Account, and while you create a Signing Request, the Services will display the Notary Fee you would owe (next to a description of the Notary Assignment) should you submit the Signing Request. For clarity, the Services will inform you of the total Notary Fees you would owe before you submit the Signing Request. Notaroo may enable features in your Account that permit you submit the least and greatest amount of Notary Fees you be willing to pay for each Notary Assignment. By submitting a Signing Request, you agree to pay all the Fees for that Signing Request in accordance with the fees, charges, and billing terms in effect at the time the charge is due and payable. A list of all the Fees you owe are available to view in your Account and we will send you periodic invoices for the Fees you owe depending on the payment option you choose in Section 9, Payment Options. If you have questions or concerns about our billing practices, please contact us at the contact information listed in Section 20 (Questions and Concerns).

- Payment Options.

We offer you three payment options, and your Account will be subject to the option you and we mutually agree upon when you create your Account.

- Under the first payment option, you must pay each Notary Fee directly to each Notary on your own and outside of the Services, and your Payment Provider Account will be automatically charged each month for the Notaroo Fees you owe for that month ("**Classical Invoice**").
- Under the second payment option, Notaroo will submit a Classical Invoice to you each month for all Notary Assignments for the prior month, and we will pay each Notary on your behalf ("**Auto Pay**"). Under Auto Pay, we will disburse Notary Fees to Notaries on your behalf.

Upon your payment of the Notary Fees to us, your payment obligation for that Notary Assignment is extinguished, and we are responsible for remitting the Notary Fees to the Notary in the manner described in these TERMS.

- Under the third payment option, Notaroo will charge your Payment Provider Account for the Fees on a bi-monthly basis (i.e. two times each month), and will pay each Notary via Auto Pay. Under Auto Pay, we will disburse Notary Fees to Notaries on your behalf. Upon your payment of the Notary Fees to us, your payment obligation for that Notary Assignment is extinguished, and we are responsible for remitting the Notary Fees to the Notary in the manner described in these TERMS.

- Payment Changes.

You agree to immediately notify us of any change in your Payment Provider Account, including your billing address, used for payment hereunder. We reserve the right, at any time, to change our prices and billing methods, either immediately or upon posting on our Services or by email delivery to you.

- Only a Venue.

You agree that only the Notary, and not Notaroo, is responsible for performing each Notary Assignment, and accounting for damages resulting from performance of such Notary Assignment. You acknowledge and agree that by submitting each Signing Request, you enter into an agreement with the Notary who accepted your Signing Request, and that we, Notaroo, are not a party to such agreements. You further acknowledge and agree that with the exception of Notaroo's obligations to process payments pursuant to these TERMS, we disclaim all liability arising from or related to any such agreements between you and Notaries.

## **B. Notary Financial Terms.**

The terms in this Section 9, Notary Financial Terms, only apply to users who are Notaries. For purposes of this Section 9, Notary Financial Terms, "you" refers to users who are Notaries (and no other users).

- **Limited Agent.**

Subject to these TERMS, each Notary hereby appoints us as its limited agent for the sole purpose of accepting and collecting Notary Fees from Companies who choose Auto Pay. You acknowledge and agree that payments made to us by a Company using Auto Pay shall be considered the same as a payment made directly to you. You agree to indemnify us in the event a Company triggers a chargeback of any Notary Fees that are paid to you.

- **Disclaimer.**

If we are unable to collect any Fees, we will inform you in writing. However, we have no obligation to impose collection procedures on Companies and we do not guarantee payment from Companies.

- **Taxes.**

Tax regulations may require us to collect appropriate tax information from you or to withhold taxes from payouts to you, or both. For instance, IRS regulations stipulate that we must collect an IRS Form W-9 from certain US Notaries. You are solely responsible for keeping information in your tax forms current, complete, and accurate. If you fail to provide us with documentation that we determine to be sufficient to alleviate our obligation (if any) to withhold taxes from payments to you, we reserve the right in our sole discretion to freeze all payments of Notary Fees to you until resolution, to withhold such amounts as required by law, or to do both. You understand and agree that you are solely responsible for determining your applicable tax reporting requirements and for remitting to the relevant authority any taxes included or received by you through the Services. We cannot and do not offer tax advice to our users.

**C. Refunds.**

Notaroo has no obligation to provide refunds or credits, but may grant them in extenuating circumstances, for instance to correct any errors made by Notaroo, in each case at Notaroo's sole discretion. We do our best to rectify errors we made and that we become aware of. If you believe Notaroo made an error in processing your payments, please contact us at the contact information listed in Section 20 (Questions or Concerns).

**10. Disclaimer of Warranties.**

YOU ACKNOWLEDGE AND AGREE THAT THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, REPRESENTATIONS, WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND THOSE ARISING BY STATUTE OR FROM A COURSE OF DEALING OR USAGE OF TRADE. NOTAROO DOES NOT WARRANT THAT THE SERVICES WILL OPERATE ERROR-FREE, OR THAT THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL CODE. NOTAROO DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING ANY SERVICES PROVIDED BY A NOTARY, ANY FAILURE TO PROVIDE SUCH SERVICES, OR THE CONDUCT OF ANY NOTARY WITH WHOM YOU INTERACT, AND THE FOREGOING ARE AT YOUR OWN RISK. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM NOTAROO OR THROUGH THE SERVICES OR COLLECTIVE CONTENT, WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

YOU ACKNOWLEDGE THAT NOTAROO IS NOT ABLE TO CONTROL OR SUPERVISE YOUR INTERACTION OR TRANSACTIONS WITH OTHER USERS OF THE SERVICE AND YOU AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR SUCH INTERACTION OR TRANSACTIONS. NOTAROO RESERVES THE RIGHT, BUT HAS NO OBLIGATION, TO (I) MONITOR ANY SUCH DISPUTE OR (II) UPON YOUR REQUEST, INTERVENE IN SUCH DISPUTE FOR THE PURPOSE OF RESOLVING THE DISPUTE, PROVIDED THAT

NOTAROO WILL NOT BE RESPONSIBLE FOR ANY DAMAGES WHATSOEVER ARISING FROM ANY MONITORING OR INTERVENTION ACTIVITIES THAT WE PERFORM.

FROM TIME TO TIME, NOTAROO MAY OFFER NEW "BETA" FEATURES OR TOOLS WITH WHICH YOU MAY EXPERIMENT. SUCH FEATURES OR TOOLS ARE OFFERED SOLELY FOR EXPERIMENTAL PURPOSES AND WITHOUT ANY WARRANTY OF ANY KIND, AND MAY BE MODIFIED OR DISCONTINUED AT NOTAROO'S SOLE DISCRETION. THE PROVISIONS OF THIS SECTION 10 APPLY WITH FULL FORCE TO SUCH FEATURES AND TOOLS.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, AND NOTWITHSTANDING NOTAROO'S APPOINTMENT AS THE LIMITED PAYMENT COLLECTION AGENT OF THE NOTARIES FOR THE PURPOSE OF ACCEPTING PAYMENTS FROM COMPANIES ON BEHALF OF THE NOTARIES, NOTAROO EXPLICITLY DISCLAIMS ALL LIABILITY FOR ANY ACT OR OMISSION OF ANY USER OR OTHER THIRD PARTY.

11. **Limitation of Liability.**

YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF THE USE OF OUR SERVICES, INCLUDING OUR PROVISION OF PAYMENT SERVICES TO YOU HEREUNDER, REMAINS WITH YOU. IF YOU PERMIT OR AUTHORIZE ANOTHER PERSON TO USE YOUR NOTAROO ACCOUNT IN ANY WAY, YOU ARE RESPONSIBLE FOR THE ACTIONS TAKEN BY THAT PERSON. NEITHER NOTAROO NOR ANY OTHER PARTY INVOLVED IN PROVIDING THE SERVICES (OR IN CARRYING OUT PAYMENT SERVICES HEREUNDER) WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, FROM THE USE OF OR INABILITY TO USE THE PAYMENT SERVICES, FROM ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SERVICES (INCLUDING THE PAYMENT SERVICES), WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT NOTAROO HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

EXCEPT FOR OUR OBLIGATIONS TO PAY AMOUNTS TO APPLICABLE NOTARIES PURSUANT TO THE PAYMENT PROVISIONS OF THESE TERMS, IN NO EVENT WILL NOTAROO'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND YOUR USE OF THE SERVICES AND OUR PAYMENT SERVICES HEREUNDER INCLUDING, BUT NOT LIMITED TO, FROM THE USE OF OR INABILITY TO USE OUR PAYMENT SERVICES, EXCEED THE AMOUNTS YOU HAVE PAID OR OWE FOR SERVICES VIA THE NOTAROO PLATFORM AS A COMPANY (OR BORROWER) IN THE SIX (6) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY, OR IF YOU ARE A NOTARY, THE AMOUNTS PAID BY NOTAROO TO YOU IN THE SIX (6) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY, OR ONE HUNDRED U.S. DOLLARS (\$100), IF NO SUCH PAYMENTS HAVE BEEN MADE, AS APPLICABLE. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN NOTAROO AND YOU. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF

LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

12. **Indemnification.**

You agree to defend, indemnify and hold harmless Notaroo, and respective suppliers, licensors, officers, directors, employees and agents from any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of (i) your use of the Service; and (ii) your breach of these TERMS and/or applicable law. Notaroo reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify Notaroo, and you agree to cooperate with the defense of these claims. You agree not to settle any matter without the prior written consent of Notaroo. Notaroo will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it. This provision does not require you to indemnify Notaroo, and respective suppliers, licensors, officers, directors, employees or agents for any unconscionable commercial practice by such party or for such party's fraud, deception, false promise, misrepresentation or concealment, suppression or omission of any material fact in connection with the Services.

13. **Term and Termination.**

o **Term.**

These TERMS shall become effective on the date that you first register, access, or use the Services. These TERMS shall continue in full effect until terminated, as set forth herein.

B. **Termination.**

You may terminate your relationship with us at any time by unregistering your Account or discontinuing your use of the Services. We may suspend or terminate your rights to use the Services (including your Account) at any time for any reason at our sole discretion, including for any use of the Services in violation of these TERMS.

C. **Effect of Termination.**

Upon termination of these TERMS: (i) the license granted to you hereunder will automatically expire; (ii) your Account and right to access and use the Services will terminate immediately you will cease any and all use of the Services. You understand that any termination of your Account may involve deletion of any data associated with your Account from our live databases. You also understand that Notaroo may deactivate your Account upon termination, but may retain all data associated with your Account and use it in accordance with these TERMS. Notaroo will not have any liability whatsoever to you for any termination of your rights under these TERMS, including for termination of your Account or deletion or preservation of such data. Even after your rights under these TERMS are terminated, all provisions of these TERMS which by their nature should survive, will survive, including, without limitation, ownership provisions, warranty disclaimers, and limitations of liability.

14. **Third Party Software and Licenses.**

Portions of the Services may include software that we license from third parties ("**Third Party Software**"), which may be subject to various "open source" or commercial licenses. Third Party

Software is subject to the terms and conditions imposed by the licensors of that Third Party Software ("**Third Party Terms**"). You agree that your use of Third Party Software is subject to and governed by the related Third Party Terms. To the extent of any conflict between any Third Party Terms and the terms of these TERMS, the Third Party Terms shall prevail in connection with the related Third Party Software. Notwithstanding anything to the contrary herein, we do not make any warranty with respect to Third Party Software.

15. **Arbitration Agreement; Class Waiver; Waiver of Trial by Jury.**

Please read this Section 15 ("Arbitration Agreement") carefully. It is part of your contract with Notaroo and affects your rights. It contains procedures for **MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER**. By agreeing to arbitration, you are waiving your right to seek relief in a court of law.

- A. *Applicability of Arbitration Agreement.* **You acknowledge and agree that any dispute or claim relating in any way to these TERMS, your use of the Services, or to any products or services sold or distributed by Notaroo, will be resolved by binding arbitration, rather than in court,** except that you may assert claims in small claims court if your claims qualify. Notwithstanding the foregoing, you agree that you will not bring any class action claims in small claims court. The Federal Arbitration Act and federal arbitration law apply to this Agreement.
- B. *Waiver of jury trial.* There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow these TERMS as a court would.
- C. *Commencement of Arbitration Proceeding.* To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to Notaroo at [support@notaroo.com](mailto:support@notaroo.com). The arbitration will be conducted by JAMS, an established alternative dispute resolution provider. Disputes involving claims and counterclaims under \$250,000, not inclusive of attorneys' fees and interest, shall be subject to JAMS's most current version of the Streamlined Arbitration Rules and procedures available at <http://www.jamsadr.com/rules-streamlined-arbitration/>; all other claims shall be subject to JAMS's most current version of the Comprehensive Arbitration Rules and Procedures, available at <http://www.jamsadr.com/rules-comprehensive-arbitration/>. JAMS's rules are also available at [www.jamsadr.com](http://www.jamsadr.com) or by calling JAMS at 800-352-5267. If JAMS is not available to arbitrate, the parties will select an alternative arbitral forum. If the arbitrator finds that you cannot afford to pay JAMS's filing, administrative, hearing and/or other fees and cannot obtain a waiver from JAMS, Notaroo will pay them for you. In addition, Notaroo will reimburse all such JAMS's filing, administrative, hearing and/or other fees for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous. Likewise, Notaroo will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the country where you live or at another mutually agreed location. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.
- D. *No Class Actions.* **We each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action.** If for any reason a claim proceeds in court rather than in

arbitration, **we each waive any right to a jury trial**. We also both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

- E. *Thirty-Day Right to Opt Out.* You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to the address listed in Section 20 (Questions or Concerns) within thirty (30) days after first becoming subject to this Arbitration Agreement. Your notice must include your name and address, and the email address you used to set up your Account, and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of this TOS Agreement will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.
- F. *Survival.* This Arbitration Agreement will survive the termination of your relationship with Notaroo.
- G. *Emergency Equitable Relief.* Notwithstanding the foregoing, either party may seek emergency equitable relief before a state or federal court in order to maintain the status quo pending arbitration. A request for interim measures shall not be deemed a waiver of any other rights or obligations under this Arbitration Agreement.
- H. *Courts.* In any circumstances where the parties are permitted to litigate in court, the parties hereby agree to submit to the personal jurisdiction and exclusive venue of the state courts in Maricopa County, Arizona and federal courts located in the Middle District of Arizona for such purpose.

#### 16. **Export Controls.**

The Services may be subject to U.S. export control laws and may be subject to export or import regulations in other countries and you will comply therewith. You agree not to export, re-export, or transfer, directly or indirectly, any U.S. technical data acquired from Notaroo, or any products utilizing such data, in violation of the United States export laws or regulations. You will defend, indemnify, and hold harmless Notaroo from and against any violation of such laws by you or any of your agents, officers, directors, or employees.

#### 17. **Disclosures.**

Notaroo is located at the address set forth below. You may report complaint here: <https://www.azag.gov/complaints/consumer>.

#### 18. **Electronic Communications.**

The communications between you and Notaroo use electronic means, whether you use the Services or send us emails, or whether Notaroo posts notices on the Services or communicates with you via email. For contractual purposes, you (a) consent to receive communications, including notifications, from Notaroo in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Notaroo provides to you electronically satisfy any legal requirement that such communications would satisfy if it were in a hardcopy writing. The foregoing does not affect your non-waivable rights.

19. **Miscellaneous.**

These TERMS constitute the entire understanding between the parties with respect to the matters referred to herein. If any provision of these TERMS is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable and such decision shall not affect the enforceability of such provision under other circumstances, or of the remaining provisions hereof under all circumstances. As used herein, "including" means "including without limitation". Failure of Notaroo to enforce any rights or to take action against you in the event of any breach hereunder shall not be deemed a waiver of such rights or of subsequent actions in the event of future breaches. These TERMS and any right granted herein may not be assigned by you without the prior written consent of Notaroo. The terms and conditions set forth in these TERMS shall inure to the benefit of and be binding upon permitted assignees.

20. **Questions or Concerns.**

If you have any questions or concerns regarding these TERMS, please contact us at: [support@notaroo.com](mailto:support@notaroo.com) or write to us at **PO Box 5316 Lancaster, PA 17606.**