

THESE TERMS INCLUDE LIMITATIONS ON SNAPDOCS' LIABILITY AND YOUR AVAILABLE REMEDIES IF WE EVER HAVE A LEGAL DISPUTE. THIS INCLUDES A CLASS ACTION WAIVER AND AN ARBITRATION CLAUSE, WHICH MEANS WE AGREE TO HAVE DISPUTES RESOLVED ON AN INDIVIDUAL BASIS BY A NEUTRAL ARBITRATOR RATHER THAN BY A JUDGE OR JURY IN COURT (THOUGH THE AGREEMENT STILL ALLOWS SMALL COURT CLAIMS). PLEASE SEE SECTION 16 BELOW FOR MORE INFORMATION.

Snapdocs User Terms of Use

Welcome to Snapdocs, Inc. ("Snapdocs," "we," "us," or "our"). Please read on to learn the terms, rules, and restrictions ("Terms of Use" or "Terms") that govern your ("You" or "Your" or "User") use of our website (www.snapdocs.com) or any other websites of Snapdocs (collectively, the "Website") and Your use of our online platform ("Platform" or "Platforms") or resources available or enabled via, or that interact with, the Website. The Platform and Website collectively make up the services offered by Snapdocs (the "Services").

You are a user of Snapdocs' service and are either (1) an individual or entity that has been invited or authorized by a Subscribing Customer (as defined below) to utilize the Services through an account controlled by the Subscribing Customer, or (2) a Notary using the Services for business purposes ("Notary"). You represent that You have read, understand, and agree to be bound by the Terms and, if You are a Notary, the Supplemental Notary Terms; that You are of legal age to form a binding contract with Snapdocs; and that 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 entity to the Terms. You also represent that You have read, understand, and You also agree to be bound by Snapdocs' Acceptable Use Policy and Privacy Policy.

The Terms (including the Supplemental Notary Terms) constitute a legally binding agreement between You and Snapdocs governing Your use of Snapdocs' Services. If You do not agree to these Terms, You must cease using the Services immediately.

These Terms of Use do not create and are not intended to create any rights in third-parties, and Snapdocs disclaims any intent to create third-party beneficiary rights by these Terms of Use, the Supplemental Notary Terms, or Snapdocs' Acceptable Use Policy and Privacy Policy.

We may, from time to time, modify these Terms (including the Supplemental Notary Terms). If so, we will post the updates on the Website. If You do not agree to, or cannot comply with, the updated Terms, You must stop using the Services. The updated Terms will take effect after their posting and will apply on a going-forward basis, unless otherwise provided in a notice to You, and except as provided in the Mandatory Arbitration and Class Action Waiver Section of these Terms. Your use of the Services after an update constitutes Your acceptance of the updated Terms or Supplemental Notary Terms.

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1. ELIGIBILITY

You agree that by using the Services You are at least 18 years of age, You are resident of the United States, and You are legally able to enter into a contract. If You do not meet these Eligibility requirements, You do not have permission to access the Services. If Snapdocs has previously prohibited You from accessing the Services, You do not have permission to access the Services unless expressly reauthorized by Snapdocs.

2. CUSTOMERS AND SERVICES

Snapdocs User. Snapdocs provides an online Platform and notary database that offers different services depending on user type.

- A. **Subscribing Customers.** This term refers to (a) title, escrow and signing service customers that use Snapdocs' notary scheduling services to help their Signers sign documents for loan and other real estate closings, and (b) lenders using the Services to enable loan closings or other transactions, including secondary market transactions. Subscribing Customers subscribe to the Services through separately negotiated agreements ("Subscribing Customer Agreements") that govern their relationship with Snapdocs—not these Terms.
- B. **Signers.** Individuals and entities who are taking out or signing a loan or other transaction (like borrowers, guarantors, and non-borrowing spouses) and working with Subscribing Customers to complete their transactions ("Signers").
- C. **Participants.** Other parties related to a particular closing or transaction (like real-estate agents and others not employed by a Subscribing Customer) seeking to monitor the signing of documents by the Signers with the Subscribing Customer's permission ("Participants").
- D. **Notaries.** Individual notary signing agents seeking to advertise on the Platform, provide notary signing services to the Subscribing Customers, and schedule or accept requests to schedule notary signing service appointments ("Signing Appointments"). All Notaries that utilize the Services agree to and are bound by the Supplemental Notary Terms as well.

Our Services.

Our Services include, but are not limited to:

- A. Snapdocs' Digital Closing Platform, or "eClose" and related products and features (including, but not limited to, eNotes, eEligibility, retail and correspondent eVault, and Closing Quality Control) enabling Subscribing Customers to invite Signers and Participants to schedule and participate in loan closings;
- B. Snapdocs' Scheduling Platform and related products and services enabling Subscribing Customers to schedule transactions that may require notary services; and

- C. Snapdocs Notary Platform enabling Notaries to offer and advertise their notary signing services and facilitate those services and Signing Appointments.

Snapdocs reserves the right in the future to require payment for certain or all aspects of the Service, change prices, or institute new charges, upon notice to You, which may be sent by email or posted on the Platform. Your use of the Platform following such notification constitutes Your acceptance of any new or increased charges.

3. USER GENERATED CONTENT

“User Generated Content” means any and all information and content that You submit to or use in connection with the Services, including uploaded documents, statements, invoices, messages, calls, signing requests, and Notary Signing Assignments.

You are responsible for Your User Generated Content. You assume all risks associated with the 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.

Snapdocs reserves the right in its sole discretion to pre-screen, refuse, or remove any User Generated Content without prior notice to You. You acknowledge that we have no obligation to pre-screen, monitor, review or edit Your – or anyone else’s – User Generated Content, and that we have no responsibility or liability related to the accuracy of User Generated Content.

By accessing and using the Services, You:

- D. Acknowledge and agree that when You submit certain User Generated Content it may be accessed by or shared with others, including a Signer, Subscribing Customer, Notary or Participant;
- E. Represent and warrant that Your User Generated Content does not violate the Acceptable Use Policy, and agree that we have a right (but not a duty) to review, edit, and monitor User Generated Content for the purpose of operating and improving the Platform (including without limitation for fraud prevention, risk assessment, investigation and customer support purposes, analytics, and advertising), ensuring Your compliance with these Terms. You further agree that we have a right (but not a duty) to review, monitor, and share User Generated Content to comply with applicable law, court orders, consent decrees, administrative agency or other governmental body or law enforcement requests;
- F. Represent and warrant that the User Generated Content You provide contains information that You are allowed to provide without violating any obligations You might have to a third party, including any confidentiality obligations; and
- G. Agree that You are responsible for creating backup copies of Your User Generated Content if You desire. You agree that Snapdocs has no responsibility or liability for the deletion 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, including scheduling alerts originating with or involving use of the Platform.

Subscribing Customers may request and use Your User Generated Content when they use Snapdocs' Services. In such cases, You agree that it is solely Subscribing Customers'—and not Snapdocs'—responsibility to:

- A. Inform You of any relevant Subscribing Customer's policies and practices and any settings that may impact Your access or User Generated Content;
- B. Obtain any rights, permissions or consents from You and any Users that are necessary for the lawful use of User Generated Content while operating on the Platform;
- C. Ensure that the transfer and processing of User Generated Content is lawful; and
- D. Respond to and resolve any dispute a Subscribing Customer has with You relating to or based on User Generated Content, including access to User Generated Content by third parties, or Subscribing Customer obligations.

4. UNDERSTANDING SNAPDOCS' RELATIONSHIP WITH NOTARIES WHO USE ITS SERVICES

Snapdocs' Services Offer Only a Venue for Notaries. Snapdocs' Notary services provide only (1) a method for Subscribing Customers to identify, communicate with, and hire Notaries, and (2) a medium to exchange money between Subscribing Customers and Notaries. The Platform is not an employment service, and we are not an employer of any Notary. When Subscribing Customers wish to engage a Notary's services, they enter into an agreement with each other, to which Snapdocs is not a party, for a Signing Appointment. Notaries acknowledge that a Notary is providing services solely on behalf of the Subscribing Customers who request Notary services, not Snapdocs. Neither the request for services nor the performance of such services constitutes an employment agreement or otherwise creates an employment or agency relationship between the Notary and Snapdocs.

Snapdocs does not:

- control the quality, safety, or legality of any aspect of the Notary services;
- control the ability of Notaries to provide the notary signing services;
- control the ability of Subscribing Customers to pay Notaries;
- supervise, direct or control a Notary's work or services performed in any manner;
- set Notary work hours and location of work;
- get involved in determining the type or manner of compensation to be paid for any Signing Appointment;
- provide Notaries with training or any equipment or materials needed for a particular Signing Appointment;
- provide feedback or ratings to Notaries—to the extent a Notary's profile reflects such feedback, it is solely from Users or Subscribing Customers; provided, however, that ratings may be algorithmically weighted or processed; or
- endorse any Notaries or their services.

"Snapdocs Verified" Accounts Explained: Some Notaries apply to receive a "Snapdocs Verified" profile by submitting credentials and identification—including for example their notary commissions, background check reports, E&O insurance policies, verified government identification, and bonds (where applicable). Snapdocs reviews these documents for legitimacy,

and, if they meet our standards, grants the application for Verified status. “Snapdocs Verified” Notaries have the same relationship with Snapdocs as all other Notaries. All of the representations made in this Section, elsewhere in the Terms, and in the Supplemental Notary Terms apply with equal force to *all* Notaries, regardless of whether their profiles are “Snapdocs Verified.”

For the avoidance of doubt, Snapdocs clarifies that Notaries are not Snapdocs’ employees, independent contractors, or agents. Notaries do not have authority to enter into written or oral—whether implied or express—contracts on behalf of us.

We disclaim all liability arising from or related to any such agreements between Subscribing Customers and Notaries (except as related to our agreement to facilitate payments and except as set forth in our separately negotiated agreements with Subscribing Customers) and from the services or actions of Notaries in general.

This Section does not affect any express written employment agreement or independent contractor agreement between Notaries and Subscribing Customers.

5. PLATFORM ACCESS

To access a document to sign, or access the Platform or Website, You may be asked to provide certain information about Yourself as prompted by the access process. You are responsible for maintaining the confidentiality of Your login information and any information You access using the Platform or the Services. You agree to immediately notify Snapdocs of any unauthorized use or suspected unauthorized use.

Reservation of Rights. Snapdocs reserves the right, in its sole discretion, to suspend or terminate Your access and refuse any and all current or future use of the Services if You violate these Terms of Use, the Supplemental Notary Terms (where applicable), the Acceptable Use Policy or the Privacy Policy. You agree that Snapdocs will not be liable for any claim, injury, or damage arising in connection with any suspension or termination of Your access or any such refusal of any use of the Services (or any portion thereof).

Audit Trails. You acknowledge and agree that Snapdocs may create an audit trail on Your transactions and activity on our Platform and/or Website. You acknowledge and agree that any audit trails created by Snapdocs 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.

6. VERIFICATION AND COMMUNICATIONS

Identity Verification. You authorize us, directly or through third parties, to make any inquiries we consider necessary to help verify Your identity or prevent fraud while using the Services. This may include asking You to provide a form of government identification (e.g., driver’s license or passport), photograph (including biometric data), Your date of birth, and other information requiring You to take steps to confirm ownership of Your email address or other accounts.

Verification of Your Signature. You authorize us, directly or through third parties to verify that a signature belongs to You by using Your personal information, for example information related to Your access, login credentials, email verification, and IP address.

You acknowledge that Snapdocs is not required to confirm or attempt to confirm any particular User, Subscribing Customer or Notary's purported identity, and we make no warranties or guarantees as to the identity of such person using the Services—aside from the limited credential check service we provide Notaries who apply to be “Snapdocs Verified,” see Section 4. **We do not endorse any persons or entities who use or register for the Services.**

SMS Text Terms. If You opt-in to receive SMS Text updates regarding Your access or Your transaction, the following terms apply.

- E. When You opt-in to receive SMS Text updates, You will receive a message to confirm Your signup. Message and data rates may apply. Text "HELP" for help. Text "STOP" to cancel.
- F. You can cancel the SMS Text services at any time. Just text "STOP." After You send the message "STOP," You will receive a reply message to confirm that You have been unsubscribed. After this, You will no longer receive messages. If You want to join again, just sign up as You did the first time.
- G. Participating carriers: AT&T, Verizon Wireless, Sprint, T-Mobile, U.S. Cellular, Boost Mobile, MetroPCS, Virgin Mobile, Alaska Communications Systems (ACS), Appalachian Wireless (EKN), Bluegrass Cellular, Cellular One of East Central, IL (ECIT), Cellular One of Northeast Pennsylvania, Cricket, Coral Wireless (Mobi PCS), COX, Cross, Element Mobile (Flat Wireless), Epic Touch (Elkhart Telephone), GCI, Golden State, Hawkeye (Chat Mobility), Hawkeye (NW Missouri), Illinois Valley Cellular, Inland Cellular, Wireless (Iowa Wireless), Keystone Wireless (Immix Wireless/PC Man), Mosaic (Consolidated or CTC Telecom), Nex-Tech Wireless, NTelos, Panhandle Communications, Pioneer, Plateau (Texas RSA 3 Ltd), Revol, RINA, Simmetry (TMP Corporation), Thumb Cellular, Union Wireless, United Wireless, Viaero Wireless, and West Central (WCC or 5 Star Wireless). Carriers are not liable for delayed or undelivered messages.

7. E-SIGNING DOCUMENTS

Snapdocs provides Users with access to a third-party electronic signature solution (“E-Sign Solution”) for signing documents as part of the Services, including notarized documents. Snapdocs 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”). 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. You acknowledge and agree that legislation such as ESIGN and UETA have provided electronic signatures the legal equivalence of handwritten signatures on paper. 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 You are not required to use our E-Sign Solution or electronically sign documents. Snapdocs does not make

any warranties or guarantees as to the enforceability of ESIGN and UETA for transactions and documents.

8. PRIVACY

Please review our Privacy Policy, located at <https://www.snapdocs.com/privacy-policy> which describes our practices regarding Your personal information.

You acknowledge and agree that we may access, preserve, or share any of Your information when we believe in good faith that it is reasonably necessary to investigate, prevent, or take action regarding possible illegal activities or to comply with legal or regulatory obligations. We may also access, preserve, or share Your information in situations involving potential threats to the physical safety of any person, or violations of the Privacy Policy, Acceptable Use Policy, or these Terms of Use (including the Supplemental Notary Terms); or to respond to claims of violation of the rights of third parties and/or to protect the rights, property and safety of Snapdocs, our employees, Subscribing Customers, Users (including Notaries), or the public. This may involve the sharing of Your information with law enforcement, government agencies, courts, and/or other organizations.

9. NO WARRANTIES

YOU ACKNOWLEDGE AND AGREE THAT SNAPDOCS PROVIDES ITS SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS "WITH ALL FAULTS," AND SNAPDOCS EXPRESSLY DISCLAIMS WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING REPRESENTATIONS, WARRANTIES, AND CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, TITLE, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT PERMITTED BY LAW, SNAPDOCS DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS ARISING BY LAW, STATUTE, REGULATION, OR ORDINANCE, OR FROM A COURSE OF DEALING OR USAGE OF TRADE. SNAPDOCS DOES NOT WARRANT THAT THE SERVICES WILL BE ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL CODE. YOU BEAR THE ENTIRE RISK OF USING SNAPDOCS' SERVICES.

FROM TIME TO TIME, SNAPDOCS 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 ANY TIME IN SNAPDOCS' SOLE DISCRETION. THE PROVISIONS OF THIS SECTION APPLY WITH FULL FORCE TO SUCH FEATURES AND TOOLS.

SPECIAL DISCLAIMER REGARDING NOTARIES. ASIDE FROM THE REVIEW SNAPDOCS CONDUCTS TO QUALIFY A NOTARY AS "SNAPDOCS VERIFIED," SEE SECTION 4, SNAPDOCS MAKES NO REPRESENTATION TO YOU REGARDING NOTARIES WHATSOEVER, INCLUDING THAT ANY NOTARY WILL ADEQUATELY DISCHARGE HIS/HER DUTIES. YOU ACKNOWLEDGE THAT SNAPDOCS DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING ANY SERVICES PROVIDED BY A NOTARY, ANY FAILURE TO PROVIDE SUCH SERVICES, OR THE CONDUCT OF ANY NOTARY WITH WHOM YOU INTERACT. YOU BEAR THE ENTIRE RISK OF SELECTING AND USING A NOTARY.

SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE FOREGOING DISCLAIMERS, EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM SNAPDOCS OR THROUGH THE SERVICES, WILL CREATE ANY WARRANTY OR CONDITION.

10. GENERAL RELEASE FROM THIRD-PARTY CONDUCT, INCLUDING NOTARIES

When interacting with other Users, Subscribing Customers or other third parties, You should exercise caution and common sense to protect Your personal safety and property, just as You would when interacting with other persons whom You don't know. Your own conduct must also comport with Snapdocs Acceptable Use Policy.

YOU AGREE THAT—WITH THE SOLE EXCEPTION OF SNAPDOCS' APPOINTMENT AS THE LIMITED PAYMENT COLLECTION AGENT OF NOTARIES AS DESCRIBED IN SECTION 5 OF THE SUPPLEMENTAL NOTARY TERMS—YOUR INTERACTIONS WITH OTHER USERS (INCLUDING NOTARIES), SUBSCRIBING CUSTOMERS, AND OTHER PARTIES USING SNAPDOCS' SERVICES, WHETHER ONLINE OR OFFLINE, ARE SOLELY BETWEEN YOU AND SUCH PERSONS OR ENTITIES. YOU FURTHER AGREE THAT SNAPDOCS, OUR EMPLOYEES, OUR OFFICERS, OUR DIRECTORS, OUR MANAGERS, OUR REPRESENTATIVES, OUR AGENTS, AS WELL AS OUR AND THEIR AFFILIATES AND LICENSORS HAVE NO DUTY OR OBLIGATION TO CONTROL OR SUPERVISE SUCH INTERACTIONS, AND THAT YOU ARE SOLELY RESPONSIBLE FOR THEM. YOU AGREE THAT SNAPDOCS, OUR EMPLOYEES, OUR OFFICERS, OUR DIRECTORS, OUR MANAGERS, OUR REPRESENTATIVES, OUR AGENTS, AS WELL AS OUR AND THEIR AFFILIATES AND LICENSORS SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY CLAIM, INJURY, OR DAMAGE ARISING FROM OR RELATING TO YOUR ONLINE OR OFFLINE INTERACTIONS WITH OTHER USERS (INCLUDING NOTARIES), SUBSCRIBING CUSTOMERS, OR OTHER PARTIES USING THE SERVICES—EXCEPT FOR SNAPDOCS' AFOREMENTIONED LIMITED OBLIGATIONS AS A COLLECTION AGENT.

SNAPDOCS RESERVES THE RIGHT, BUT HAS NO OBLIGATION, TO (1) MONITOR INTERACTIONS BETWEEN USERS (INCLUDING NOTARIES), SUBSCRIBING CUSTOMERS, AND OTHER PARTIES USING THE SERVICES, OR (2) INTERVENE IN OR RESOLVE ANY DISPUTES BETWEEN USERS, SUBSCRIBING CUSTOMERS, AND OTHER PARTIES, REGARDLESS OF WHETHER YOU REQUEST IT. YOU AGREE THAT YOUR CONDUCT ON OUR SERVICES IS GOVERNED BY THE SNAPDOCS ACCEPTABLE USE POLICY.

WAIVER OF CALIFORNIA CIVIL CODE SECTION 1542: IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

THE RELEASES IN THIS SECTION DO NOT APPLY TO CLAIMS, DEMANDS, LOSSES, DAMAGES, RIGHTS, OR ACTIONS, INCLUDING PERSONAL INJURIES, DEATH OR

PROPERTY DAMAGE, AS A RESULT OF AN UNCONSCIONABLE COMMERCIAL PRACTICE BY SNAPDOCS OR FOR SNAPDOCS' KNOWING AND INTENTIONAL FRAUD, DECEPTION, FALSE PROMISE, MISREPRESENTATION OR CONCEALMENT, SUPPRESSION, OR OMISSION OF ANY MATERIAL FACT IN CONNECTION WITH THE SERVICES.

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 REMAINS WITH YOU. YOU AGREE THAT NEITHER SNAPDOCS NOR ANY OTHER PERSON OR ENTITY THAT USES OR BENEFITS FROM THE SERVICES WILL BE LIABLE FOR INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR HARMS ASSOCIATED WITH THE LOSS OF DATA OR LOSS OF GOODWILL, AND LOSSES ASSOCIATED WITH SERVICE INTERRUPTION OR SYSTEM FAILURE. THIS ALSO INCLUDES ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS OR FROM ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER PERSONS ARISING FROM OR RELATING TO YOUR USE OF THE SERVICES.

THESE LIMITATIONS APPLY TO ANY AND ALL CLAIMS YOU MAY HAVE RELATED TO SNAPDOCS' SERVICES, THESE TERMS (INCLUDING THE SUPPLEMENTAL NOTARY TERMS), SNAPDOCS' PRIVACY POLICY, OR SNAPDOCS' ACCEPTABLE USE POLICY. THEY APPLY REGARDLESS OF THE LEGAL THEORY UPON WHICH YOUR CLAIM IS BASED—LIKE WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY. THEY APPLY WHETHER OR NOT SNAPDOCS KNEW OR SHOULD HAVE KNOWN ABOUT THE POSSIBILITY OF SUCH DAMAGE. AND THEY APPLY EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

IF, DESPITE THE DISCLAIMERS, LIMITATIONS, AND RELEASES IN THESE TERMS, YOU HAVE A LEGITIMATE CLAIM FOR DAMAGES AGAINST US (INCLUDING FOR A BREACH OF THESE TERMS), YOUR EXCLUSIVE REMEDY IS TO RECOVER—WHETHER FROM SNAPDOCS OR FROM ITS AFFILIATES AND LICENSORS—UP TO THE AMOUNTS YOU PAID FOR SNAPDOCS' SERVICES DURING THE SIX (6) MONTHS BEFORE THE EVENT GIVING RISE TO THE LIABILITY (OR UP TO ONE HUNDRED U.S. DOLLARS (\$100) IF NO SUCH PAYMENTS HAVE BEEN MADE).

SEE SECTION 7 OF THE SUPPLEMENTAL NOTARY TERMS FOR ADDITIONAL LIMITATION OF LIABILITY TERMS THAT APPLY SPECIFICALLY TO SNAPDOCS' PAYMENT SERVICES TO NOTARIES.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THOSE LIMITATIONS MAY NOT APPLY TO YOU.

12. INDEMNIFICATION.

You agree to defend, indemnify and hold harmless Snapdocs, and its respective suppliers, licensors, officers, directors, employees and agents from any losses, costs, liabilities and expenses (including reasonable attorneys' fees) from third-party claims arising from or relating to (i) Your use of the Services; (ii) Your breach of these Terms (including the Supplemental Notary Terms), (iii) Your breach of applicable law or regulations, and (iv) Your submission,

posting, use or transmission of any personal information (including User Generated Content) to or from the Platform.

Snapdocs reserves the right, at Your expense, to assume the exclusive defense and control of any matter for which You are required to indemnify Snapdocs, and You agree to cooperate with the defense of these claims. You agree not to settle any matter without the prior written consent of Snapdocs. Snapdocs will use reasonable efforts to notify You of any such claim, action or proceeding upon becoming aware of it unless doing so would violate the law or court order. You must do the same if you become aware of anything. This provision does not require You to indemnify Snapdocs and its respective suppliers, licensors, officers, directors, employees or agents for an unconscionable commercial practice by such party or for such party's knowing and intentional fraud, deception, false promise, misrepresentation or concealment, suppression, or omission of any material fact in connection with the Platform.

13. THIRD PARTY SOFTWARE AND LICENSES.

Portions of the Platform may include software that we license from third parties ("Third Party Software"), which may be subject to various "open source" or commercial licenses. Snapdocs has no control over, and assumes no responsibility for, the content, accuracy, privacy policies, practices of, or opinions expressed in, any third-party websites or by any third party that You interact with through or on the Platform. You agree that Snapdocs is not liable to You or others for the information or services provided by any such Third Party Software.

Third Party Software is subject to the terms and conditions imposed by the licensors of that Third Party Software ("Third Party Terms"). You should review them. You agree that Your use of Third Party Software is subject to and governed by the related Third Party Terms, but those Third Party Terms do not alter these Terms of Use, the Supplemental Notary Terms, the Privacy Policy, or the Acceptable Use Policy. We do not make any warranty with respect to Third Party Software.

14. OWNERSHIP

Your Ownership. You own Your User Generated Content. Subject to these Terms, You grant us and any Snapdocs employee, contractor, vendor or servicer, a worldwide, non-exclusive, irrevocable, perpetual, royalty-free license to access, process, copy, distribute, perform, export, display or otherwise use Your User Generated Content (in whole or in part), for the purposes of improving, operating and providing the Platform 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.

Snapdocs Ownership. We own and will continue to own our Services and Platform, including all related intellectual property rights. We grant You a non-sublicensable, non-transferable, non-exclusive, limited license to use the Services. All of our rights not expressly granted by this license are hereby retained by Snapdocs.

15. TERM & TERMINATION

Term. These Terms (including the Supplemental Notary 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 or updated, as set forth above.

Termination. You may terminate Your relationship with us at any time by unregistering Your Account or discontinuing Your use of the Platform. We may suspend or terminate Your rights to use the Platform (including Your Account) or Services at any time for any reason at our sole discretion, including for any use of the Platform or Services in violation of these Terms (including the Supplemental Notary Terms). Grounds for such termination shall include, but not be limited to, (a) breaches or violations of these Terms (including the Supplemental Notary Terms) or other agreements, (b) requests by law enforcement or government agencies, (c) discontinuance or material modification of the Website (or any part thereof), (d) unexpected technical or security issues or problems, (e) extended periods of inactivity, (f) activities related to protecting the rights, property, or safety of Snapdocs, our agents and affiliates, or our users and the public, (g) providing any information that is false, inaccurate, out-of-date, or incomplete or (h) the request of a Subscribing Customer.

Effect of Termination. Upon termination of these Terms (including the Supplemental Notary Terms): (i) the license granted to You hereunder will immediately and automatically expire; (ii) Your right to access and use the Platform or Services will terminate immediately; and (iii) You will cease any and all use of the Platform and Services. Certain provisions of these Terms will still apply post-termination, including without limitation, the arbitration clause and class action waiver provision, warranty disclaimers, and limitations of liability and remedies.

You understand that any termination or cancelation of Your access may involve deletion of data associated with Your access or use of the Services from our databases. You understand that Snapdocs may deactivate Your access upon termination, but may retain all data associated with You and use it in accordance with these Terms and Privacy Policy.

16. ARBITRATION AND WAIVER OF REPRESENTATIVE-CAPACITY CLAIMS LIKE CLASS ACTIONS

Please read this Section carefully. It requires You and us to resolve disputes through mandatory individual binding arbitration before JAMS under the Federal Arbitration Act. By agreeing to arbitration, You waive Your right to sue in court before a jury or judge. Instead, You and we agree to have our disputes decided by an arbitrator. The arbitrator's decision will be final, though the Federal Arbitration Act permits parties a limited right of review. In addition, this Section also confirms that You will never file class action lawsuits, engage in class-wide arbitrations, seek public injunctions, seek to join claims or proceedings without the consent of all parties, or pursue any other proceeding or request any relief against us where You act as a representative for others. We confirm the same if we have a dispute with you.

- E. This Section Covers Almost Everything—IP Disputes are The Sole Exception. You and we agree that this Section applies to any dispute or claim relating in any way to these Terms (including the Supplemental Notary Terms), Your use of the Services, or our relationship—except it does not apply to disputes concerning infringement or other misuse of our or Your (or either parties' licensors') intellectual property rights. You or we may sue in court to enjoin infringement or other misuse of intellectual property.
- F. You or We Can Still Sue In Small Claims Court, But Only For Individualized Relief. Both You and we have the option to sue the other party in small claims court in lieu of arbitration if the action meets the small claims court's prerequisites. The small claims court must be in the County of San Francisco,

California, or in the county where You reside or (for businesses) where Your principal place of business is. If You sue in small claims court, You must still only pursue an individual claim and seek individualized relief. The waiver of class actions and other representative actions and relief still applies.

- G. Arbitration Procedure. At least 60 days before beginning an arbitration proceeding, You must send a letter requesting arbitration and describing Your claim to Snapdocs at legal@snapdocs.com. The arbitration will be conducted by JAMS, an established alternative dispute resolution provider. To initiate an arbitration, please follow the instructions at <https://www.jamsadr.com/submit/>. 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/>. If JAMS is not available to arbitrate, You and we will select an alternative arbitral forum. If you and we cannot agree, the American Arbitration Association will arbitrate under its Consumer or Commercial Arbitration Rules.

If the arbitrator finds that You cannot afford to pay JAMS's filing, administrative, hearing and/or other fees and You cannot obtain a waiver from JAMS, Snapdocs will pay them for You. In addition, Snapdocs 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, Snapdocs will not seek attorneys' fees or costs in arbitration unless the arbitrator determines the claims are frivolous.

At the end of the arbitration, the arbitrator will issue an award resolving the dispute. Any judgment on the arbitrator's award may be entered in any court of competent jurisdiction. If You prevail on Your claims, the arbitrator is authorized to provide for the same amount of damages to You individually as a court could award. The arbitrator can also award declaratory or injunctive relief, so long as that relief is tailored to resolve Your individual claim. You and we agree that the arbitrator cannot provide any relief that would impact non-parties.

You can contact JAMS by filling out and e-submitting the form available here: <https://www.jamsadr.com/contact>.

- H. Severability. If any part of this Section is found unenforceable as to any legal claim or request for remedy, then You and we agree to arbitrate the remaining claims and remedies before litigating the unenforceable claims and remedies in court. If any other part of this Section is found unenforceable, the remainder will remain in effect, but only individual arbitrations seeking individual relief that does not affect others may take place. You and we agree that any arbitration award must be issued before any court proceeding begins.
- I. Thirty-Day Right to Reject Changes to This Section. You have the right to reject any changes to this Arbitration Agreement by sending written notice of Your decision to privacy@snapdocs.com within thirty (30) days after the change. Your

notice must include Your name and address, and the email address You used to set up Your Account. If You do so, the prior version of the arbitration agreement will apply to You.

- J. Survival. This Section will survive the termination of Your relationship with Snapdocs.
- K. Emergency Equitable Relief Available. Notwithstanding the foregoing, either party may seek emergency equitable relief before a state or federal court 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 Section.

17. MISCELLANEOUS.

Disclosures. If You are a California resident, You may report complaints to the Complaint Assistance Unit of the Division of Consumer Product of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.

Notice. The communications between You and Snapdocs use electronic means, whether You use the Services or send us emails, or whether Snapdocs posts notices on the Website or Platform or communicates with You via email. For contractual purposes, You (i) consent to receive communications, including notifications, from Snapdocs in an electronic form; and (ii) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Snapdocs 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.

Choice of Governing Law & Forum for Disputes Not Covered by the Arbitration Section.

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 in which You reside or (for businesses) Your principal place of business regardless of conflict of law principles, except that the Federal Arbitration Act governs everything related to arbitration. The United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms or Supplemental Notary Terms.

You agree to submit to the personal jurisdiction and exclusive venue of the state courts in San Francisco County, California, and federal courts located in the Northern District of California for all disputes that are not resolved in arbitration or small claims court.

Waiver. No waiver by Snapdocs of any term or condition set out in these Terms or Supplemental Notary Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Snapdocs to assert a right or provision under these Terms or Supplemental Notary Terms shall not constitute a waiver of such right or provision.

Severability. If any provision of these Terms or Supplemental Notary Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms or Supplemental Notary Terms will continue in full force and effect.

Subsection 16.D applies to arbitration and prevails over this Severability paragraph if inconsistent with it.

Entire Agreement. These Terms of Use, the Supplemental Notary Terms, the Acceptable Use Policy and our Privacy Policy constitute the sole and entire agreement between You and Snapdocs, Inc. regarding the Services. They supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral.

Survival. Even after Your rights under these Terms or Supplemental Notary Terms are terminated, all provisions of these Terms or Supplemental Notary Terms which by their nature should survive, will survive—including, without limitation, ownership provisions, warranty disclaimers, arbitration and limitations of liability.

YOUR COMMENTS AND CONCERNS. If You have any questions or concerns regarding these Terms, please contact us at: legal@snapdocs.com.

Supplemental Notary Terms

The following supplemental terms apply to Notaries that utilize Our Services. For purposes of these Supplemental Notary Terms, You are a Notary (“Notary”, “You, “Your”). Please read on to learn the supplemental terms, rules, and restrictions (“Supplemental Notary Terms”) that are incorporated into the Terms and govern Your use of our website, application, plug-ins, products, Platform and other services provided by us (“Services”). You acknowledge and agree that, by accessing or using the Platform, You are indicating that You have read and understand, and agree to be bound by these Supplemental Notary Terms. You remain bound by Snapdocs Terms of Use, Privacy Policy, and Acceptable Use Policy.

Certain Snapdocs products and services offered through third party providers may be utilized in Notary transactions. These third parties may have their own specific terms, which you should review. Snapdocs has no control over, and assumes no responsibility for, the content, accuracy, privacy policies, practices of, or opinions expressed in, any third-party websites or by any third-party product or service that You interact with through or on the Platform.

THESE TERMS DO NOT REPLACE ANY OTHER PROVISIONS IN SNAPDOCS’ TERMS OF USE, TO WHICH YOU REMAIN BOUND. THIS INCLUDES THE TERMS THAT LIMIT YOUR LEGAL REMEDIES AND SNAPDOCS’ LIABILITY TO YOU. YOU REMAIN BOUND BY THE CLASS ACTION WAIVER AND ARBITRATION SECTION (WHICH LIMITS YOUR ABILITY TO RESOLVE DISPUTES IN COURT BEFORE JURY OR JUDGE) IN THE TERMS OF USE. THESE SUPPLEMENTAL NOTARY TERMS ALSO INCLUDE A SEPARATE LIMITATION OF LIABILITY SECTION TO WHICH YOU ARE ALSO BOUND. TO THE EXTENT THERE IS ANY CONFLICT BETWEEN THE TERMS OF USE AND SUPPLEMENTAL NOTARY TERMS, THE SUPPLEMENTAL NOTARY TERMS GOVERN.

IF YOU DO NOT AGREE TO BOTH THE SUPPLEMENTAL NOTARY TERMS AND TERMS OF USE IN THEIR ENTIRETY, YOU MUST CEASE USING THE PLATFORM AT ONCE.

1. NOTARY ELIGIBILITY

In addition to the eligibility requirements in the Terms of Use, You represent that You are a natural person, legally authorized in Your State to provide notary services, and You are legally able to enter into a contract.

2. RELATIONSHIP WITH SNAPDOCS

You specifically acknowledge and affirm that Snapdocs provides only a venue for Your services and that You are not a Snapdocs employee, independent contractor, or agent. You further agree and affirm all representations in Section 4 of the Terms of Use above are accurate and apply to You.

3. ACCOUNT REQUIREMENTS.

Account Registration. To use the Platform to provide notary services, You must register for a Notary account (“Account”) and provide information about Yourself as prompted by the registration process. You may deactivate Your Account by following the instructions on the

Platform. You may not use the Platform if You are not the owner or approved administrator of the device on which You activated or accessed the Services.

Requirements. In addition to Your compliance with the Acceptable Use Policy, Privacy Policy and Terms of Use, You are solely responsible and agree to be solely liable for maintaining accurate content and up-to-date information on Your Account. You agree to immediately notify Snapdocs of any unauthorized use or suspected unauthorized use of Your Account. You may not permit or authorize another person or entity to use or access Your Account or to attend signings on your behalf including, but not limited, to other members of any “Notary Team” you participate in or create. A separate account must be created for each Notary on Your Team.

Snapdocs reserves the right, in its sole discretion, to suspend or terminate Your Account and refuse any and all current or future use of the Platform (or any portion thereof) if Snapdocs determines, in its sole discretion, that You may be in violation of the Terms of Use, the Supplemental Notary Terms, the Applicable Use Policy or the Privacy Policy, or for any other reason. Snapdocs will not be liable for any injury You claim relating to a suspension or termination of Your Account or any such refusal of any use of the Platform or Services, including but not limited to claims for lost profits. Snapdocs has no obligation to provide a reason for or notice to You of Account deactivation.

Snapdocs will not be liable for any loss or damage arising from Your failure to comply with these requirements or from feedback and/or ratings posted on the Platform about your service. You are responsible for all claims or actions arising out of, or in connection with Your Account information and Your Account access, including any reliance by a person or entity on the Account’s content. Please see Sections 10 and 11 of the Terms of Use above for further information.

Location-based Services. Some of the Services may require that location functionality be enabled on the relevant device in order to work properly. You acknowledge and agree that if location permissions and functionalities are not enabled on the device with which You access the Services, the Services may not work appropriately or at all.

We will use any location information we receive from You in accordance with our Privacy Policy.

4. VERIFICATION.

Verification of Your Identity. 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 Platform. This may include asking You to provide a form of government identification, a photograph or other biometric data, Your date of birth, and/or other information requiring You to take steps to confirm ownership of Your email address and/or payment account; and/or attempting to screen Your information against third party databases.

Verification of Credentials. You authorize Snapdocs to verify Your credentials, including without limitation insurance coverage, notary certification, proof that You have obtained a current background check, and proof that You have a surety bond (if laws applicable to You require such a bond).

Verification of Your Signature. Snapdocs may verify that the signature belongs to You by using Your personal information, for example information related to Your Account, login credentials, email verification, and IP address.

Snapdocs Verified Profile. In order to be considered for inclusion in the “Snapdocs Verified” Notary program, You must provide, at least: notary commission, background check report, E&O insurance policy, verified driver's license or equivalent government identification if approved by Snapdocs, and bond (where applicable). These requirements may change without prior notice, and Snapdocs has no obligation to verify any profile information. You agree to and affirm all representations in Section 4 of the Terms of Use above relating to “Snapdocs Verified” profiles.

No Duty to Verify You acknowledge that Snapdocs is not required to confirm or attempt to confirm the identity of any particular person or entity with whom You have contact/communication through the Platform or Services. You are solely responsible for determining the identity and suitability of others, and we do not endorse or guarantee any person or entities who uses, registers, or signs documents on the Platform.

5. FINANCIAL TERMS & FEES

Limited Agent. Subject to these Supplemental Notary Terms, You hereby appoint us as limited agent for the sole purpose of accepting and collecting Notary Fees (defined below) from Subscribing Customers who choose VendorPay. You acknowledge and agree that payments made to us by a Subscribing Customer using VendorPay shall be considered the same as a payment made directly by the Subscribing Customer to You. You agree to [VendorPay terms](#). Snapdocs has no obligation to maintain or enable VendorPay for any Notary or Signing Customer, may terminate access to VendorPay at our sole discretion, and limit the Signing Appointments available to a Notary, or Notaries available for a Signing Appointment, based on VendorPay status. You agree to indemnify us in the event a Subscribing Customer triggers a chargeback or reduction of any Notary Fees that are paid to You.

Fees. It is up to the Notary and the Subscribing Customer to set the fee that is exchanged for that Notary's performance of any notary service (“Notary Fee”). Snapdocs does not set Notary Fees. The Notary Fee is charged for each notary service marked as complete. Subscribing Customers are responsible for paying all applicable fees for use of the Services and all Notary Fees (collectively, “Fees”). Notary Fees are generally charged on a per transaction basis. All Fees listed on the Services are in US dollars unless otherwise specified on the Services.

If we are unable to collect any Fees, we will inform You in writing. We have no obligation to impose collection procedures on a Subscribing Customer. We do not guarantee payment from a Subscribing Customer and under no circumstances is Snapdocs liable to pay Your Fees if the Subscribing Customer fails to do so.

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 and issue IRS Form 1099 in certain circumstances. 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.

Our Third Party Payment Processor. In connection with Your use of the Platform and Services, You will be asked to provide billing information such as Your name, billing address and payment provider account information (“Payment Account”) either to us or to our third-party payment processor, [Stripe](#). You hereby authorize us and Stripe to store Your payment provider account information and charge Your Payment Account as outlined herein. If Your Payment Account contains errors, You agree to allow us to acquire the correct information and update the Payment Account that is on file in Your Account. By paying or receiving funds through the Services, You agree to be bound by Stripe’s US Terms of Service available at <https://stripe.com/us/terms> and Privacy Policy available at <https://stripe.com/us/privacy>. If applicable, Stripe will report amounts paid to Professionals by filing Form 1099-NEC with the Internal Revenue Services, as required by law. You hereby consent to provide and authorize Snapdocs and Stripe to share any information (including but not limited to identification documents that may be requested by Stripe and/or required by OFAC) and payment instructions You provide to the extent required to complete the payment transactions or comply with laws and regulations in connection with providing the Services, including personal, financial, credit card payment, and transaction information. **Stripe may impose its own additional terms or charges for the use of their services, including by deducting their charges from the Notary Fees.**

YOU ACKNOWLEDGE AND AGREE THAT SNAPDOCS IS NOT LIABLE, YOU AGREE NOT TO SEEK TO HOLD SNAPDOCS LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING THOSE THAT YOU OR WE UTILIZE IN CONNECTION WITH THE SERVICES (INCLUDING BUT NOT LIMITED TO STRIPE), AND OPERATORS OF EXTERNAL SITES, AND THAT THE RISK OF INJURY FROM SUCH THIRD PARTIES RESTS ENTIRELY WITH YOU.

Refunds. Snapdocs has no obligation to provide refunds or credits, but may grant them in extenuating circumstances, for instance to correct any errors made by Snapdocs, in each case at Snapdocs’ sole discretion. We do our best to rectify errors we make and that we become aware of. If You believe Snapdocs made an error in processing Your payments, please contact us at support@snapdocs.com

6. WARRANTIES OF NOTARY

By participating on Snapdocs as a Notary, You represent, warrant, and covenant that:

- (i) the information You submit to us or post on the Platform, whether in Your profile, invoice, or otherwise, is true and accurate;
- (ii) You will perform notary services in accordance with the applicable laws of Your jurisdiction and in accordance with the information provided to You by the Subscribing Customer that submitted the signing request;
- (iii) that You have obtained and will maintain all certifications, licenses and legal requirements to perform the applicable notary services 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 Your notary services;
- (v) that You will provide notary services without imposing restrictions or policies not fully described to Subscribing Customers in writing prior to such Subscribing Customers engaging You to perform a notary service;
- (vi) that You will not solicit Subscribing Customer to pay for Your services outside of the Platform or otherwise circumvent any fees that are paid or would be payable to Snapdocs, to the extent applicable; and
- (vii) that You will protect the confidentiality of any and all individual data that You interact with on the Platform or while providing notary services. You agree that unless You obtain the consent of any Subscribing Customer, You will use the personal information (including User Generated Content) of users and Subscribing Customers only to communicate with and provide notary services to that Subscribing Customer and user, 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 require Snapdocs to make Your posting or any of its contents available on the Platform. Snapdocs may remove Your posting with or without notice to You at any time for any reason. You agree that Snapdocs will not be liable to You for any claims relating to the removal of a notary signing services posting or any part thereof.

You acknowledge and agree that Snapdocs may screen potential Notaries and that Snapdocs may publish rankings or feedback and/or recommendations of Notaries provided by Subscribing Customers and other Users ("Notary Feedback"), which may include reviews of You. You further acknowledge and agree that Snapdocs may post Notary Feedback, rankings or reviews without permitting You to view the Notary Feedback or any information related to the Notary Feedback and that Snapdocs has no obligation or duty to remove, amend or change any of the Notary Feedback information about You.

7. LIMITATION OF LIABILITY FOR PAYMENT SERVICES

IN ADDITION TO THE LIABILITY LIMITATIONS FOUND IN SECTION 11 OF THE TERMS OF USE, YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF THE USE OF OUR PAYMENT SERVICES TO YOU AS DESCRIBED IN SECTION 5 OF THE SUPPLEMENTAL NOTARY TERMS REMAINS WITH YOU. NEITHER SNAPDOCS NOR ANY OTHER PAYMENT SERVICE PROVIDER OR THIRD-PARTY PRODUCT INVOLVED IN PROVIDING THE PAYMENT SERVICES 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, 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 PAYMENT SERVICES, FROM THE USE OF OR INABILITY TO USE THE PAYMENT SERVICES, AND FROM ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH

OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE PAYMENT SERVICES. THESE LIMITATIONS APPLY REGARDLESS OF THE LEGAL THEORY UPON WHICH YOUR CLAIM IS BASED—WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY. AND THEY APPLY WHETHER OR NOT SNAPDOCS 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.

IF, DESPITE THE DISCLAIMERS, LIMITATIONS, AND RELEASES HERE AND ABOVE IN THESE TERMS, YOU HAVE A LEGITIMATE CLAIM FOR DAMAGES AGAINST US ARISING OUT OF THE PAYMENT SERVICES, EXCEPT FOR OUR OBLIGATIONS TO PAY AMOUNTS APPLICABLE TO YOU PURSUANT TO THE PAYMENT SERVICES DESCRIBED IN THESE SUPPLEMENTAL NOTARY TERMS, YOUR EXCLUSIVE REMEDY IS TO RECOVER—WHETHER FROM SNAPDOCS OR FROM ITS AFFILIATES AND LICENSORS—UP TO THE AMOUNTS OWED YOU FOR YOUR NOTARY SERVICES UP TO SIX (6) MONTHS BEFORE THE EVENT GIVING RISE TO THE LIABILITY, OR UP TO ONE HUNDRED U.S. DOLLARS (\$100), IF NO SUCH PAYMENTS ARE OWED.

If You have any questions about Your Account or these Supplemental Notary Terms, please reach out to legal@snapdocs.com

Snapdocs Acceptable Use Policy

This Acceptable Use Policy sets out a list of unacceptable conduct and content on our Platform. “You”, “Your” as provided herein refers to any person, user, customer, entity, agent, notary or other person or entity accessing our Services or other Snapdocs-owned property.

As a condition of the use of our Platform and Services, You agree not to use the Services for any purpose that is prohibited by this policy or by applicable law. If we believe a violation of the policy exists or presents a credible risk of harm to other users, our customers, the Platform or any third parties, we may suspend or terminate Your access. This policy may change so please check back for updates.

PROHIBITED USES

You will not (and will not permit any third party to) either (i) take any action that or (ii) make available any User Generated Content on or through the Platform that:

1. 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;
2. 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;
3. violates Snapdocs’ agreements with its customers (including the Terms of Use, Supplemental Notary Terms, and Privacy Policy);
4. contains any information or content that is not correct and current;
5. is in violation of any laws, or obligations or restrictions imposed by any third party;
6. 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;
7. involves commercial activities and/or sales without Snapdocs’ prior written consent, such as contests, sweepstakes, barter, advertising, or pyramid schemes;

8. impersonates any person or entity, including any employee or representative of Snapdocs, or falsifies or misrepresents Yourself, Your credentials, or Your affiliation with any person or entity;
9. interferes with or attempts to interfere with the proper functioning of the Platform or uses the Platform in any way not expressly permitted by the Terms of Use, Supplemental Notary Terms, or Privacy Policy;
10. bypasses the measures we may use to prevent or restrict access to the Platform, including, but not limited to, registering for the Platform with a fraudulent email address;
11. uses the Platform for benchmarking purposes or to develop any software, product or service that is the same as, substantially similar to, or competitive with the Platform;
12. harasses or interferes with another individual's use and enjoyment of the Platform;
13. modifies, creates a derivative work of, reverse engineers, decompiles or disassembles the Services except to the extent permitted by applicable law and, in such an event, provided You first give us written notice thereof;
14. harvests, collects, gathers, assembles, or shares outside of the Services information or data regarding other users (including their User Generated Content), including e-mail addresses, without their consent;
15. removes, defaces, obscures, or alters the Services, or any third parties, copyright notices, trademarks, or other proprietary rights notices affixed to or provided as part of the Services; or
16. attempts to engage in or engages in, any potentially harmful acts that are directed against the Platform, including but not limited to violating or attempting to violate any security features of the Platform, using manual or automated software or other means to access, monitor, "scrape," "crawl" or "spider" any pages contained in the Platform, 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 Platform or violate the regulations, policies or procedures of such networks, attempting to gain unauthorized access to the Platform, other computer systems or networks connected to or used together with the Platform, through password mining or other means.

COPYRIGHT INFRINGEMENT CLAIM

It is Snapdocs' 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:

1. A physical or electronic signature of the copyright owner or a person authorized to act on their behalf;
2. identification of the copyrighted work claimed to have been infringed;
3. a description of the nature and exact location of the content that You claim to infringe Your copyright, in sufficient detail so to allow Snapdocs to locate and identify such content;
4. Your name, address, telephone number and email address;
5. 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
6. 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.

Snapdocs designated Copyright Agent is: legal@snapdocs.com

You acknowledge that for us to be authorized to take down any content, Your DMCA takedown notice must comply with all the requirements of this policy. 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.