

Notary Terms & Conditions

1 Introduction and Scope

eNotaryLog (“Provider” or “we,” “us,” or “our”) has created a website (“Website”) and platform (together, the “Platform”) through which persons can have documents electronically signed and notarized using Remote Online Notarization. The purpose of these Notary Terms & Conditions (“Notary Terms”) is to set forth the terms and conditions under which Notaries visit, access, and use the Platform to provide Remote Online Notarization Services to Customers or otherwise for the benefit of Signatories.

The Platform will allow three categories of Notaries to provide Remote Online Notarization Services (“Services”): (1) Notaries employed or otherwise engaged by Provider, (2) independent Notaries who are Customers of Provider, and (3) Notaries whose employers are Customers of Provider which license use of the Platform for use by their Notaries. These Notary Terms apply to all three categories of Notaries.

A Notary may also be a Visitor, and the General Terms & Conditions (“General Terms”), which governs Visitors, are incorporated by reference into these Notary Terms. As all Notaries are also Authorized Users, and may also be Customers, the User Agreement is also incorporated by reference into these Notary Terms. Except as otherwise set forth in Section 4.2, to the extent of any inconsistency between the General Terms, the User Agreement and the Notary Terms, the Notary Terms will prevail over the User Agreement and the General Terms, and the User Agreement will prevail over the General Terms, when you are a Notary.

Please note that these Notary Terms contains a Dispute Resolution Section below (Section 4.6), which includes a class action and jury trial waiver that affects your rights under these Notary Terms and with respect to any dispute you have with us.

2 Agreeing to the Notary Terms and our ability to amend the Notary Terms

2.1 Acceptance of the Notary Terms

Please read the Notary Terms carefully. As a Notary, you agree to be bound and abide by these Notary Terms when you click to agree to these Notary Terms during your Account creation process or during your Authorized User registration process. If you do not want to agree to these Notary Terms, do not accept these Notary Terms, exit the Platform registration or Account creation process, as applicable, and make no use of the Platform or the Services.

To use the Platform and provide Remote Online Notarization Services, you must: (i) create an Account, if you are a Customer; or (ii) register as an Authorized User associated with a Customer’s Account. If you are a Notary employed or engaged by Provider, your Authorized User registration must be associated with Provider’s

Account. Please see the User Agreement for information regarding Account creation and user registration.

2.2 Eligible Notaries

The Platform and the Services offered are only offered and available to Notaries who (1) are eighteen (18) years old or older, (2) are commissioned as a notary public by a state or territory of the United States, and (3) have the required certifications and training to perform Remote Online Notarizations in their state of commission. By creating an Account or registering as an Authorized User, you represent and warrant that you meet these conditions and that you are of legal age to form a binding contract with us. If you do not meet these requirements, you must not create an Account or register as an Authorized User, and you will not be able to provide Remote Online Notarization Services using the Platform.

2.3 Changes to the Notary Terms

We may update the Notary Terms from time to time. The revised Notary Terms will be effective on the date we post them, which will be reflected in the “Last Updated” date displayed at the top of these Notary Terms. The revised Notary Terms will apply to all uses of the Platform on or after that date. Because of this provision, you agree that you will be deemed to have, at minimum, “inquiry” notice of any change in terms. By accessing the Platform on or after that date, you agree to be bound by the revised Notary Terms. You should check the Notary Terms each time you access the Platform so that you are aware of any changes because they are binding on you. If you do not want to be bound by the revised Notary Terms, you must stop using the Platform.

3 General Notary Terms

3.1 Consent and license to use Notary User Data

Notary authorizes Provider to use the Notary’s User Data in the same manner and to the same extent as User Data under the User Agreement, and such authorization includes a nonexclusive license for Provider to use and disclose Notary Data (i) to enable you to meet any journal, Session recording, or recordkeeping requirements dictated by Notarial Law; (ii) to the Secretary of State, Department of State, or other state agency that regulates your notarial commission, as requested by such agency; and (iii) to the extent reasonably required for the performance of Provider's obligations and the exercise of Provider's rights under these Notary Terms.

Notary warrants that the Notary’s User Data does not infringe any Intellectual Property Rights, shall not give rise to any liability for Provider, and does not violate any law, statute, or regulation, and Notary indemnifies and holds Provider harmless from any damages and liability arising from any such infringement of Intellectual Property Rights.

3.2 Consent to maintain the Remote Online Notarization Session recording and create and maintain the notarial journal

The Platform is designed to assist Notaries in performing Remote Online Notarization Services. The Notary is solely responsible for ensuring that under the applicable Notarial Law or Electronic Signature Law, the Notary can perform a Remote Online Notarization for any particular Customer.

While the Platform provides Notaries with functionality that may allow Notaries to meet Notarial Law requirements, including journal requirements and recording requirements, the Provider does not represent and warrant that the Platform will meet any or all Notarial Law requirements. Notary agrees that it is the Notary's responsibility to ensure that the Notary complies with any and all applicable Notarial Laws when providing Remote Online Notarial Services. Except as otherwise provided in these Notary Terms, Notary agrees to hold Provider harmless from any liabilities imposed on the Notary because of the Notary's failure to comply with the Notary's applicable Notarial Law.

If you, as a Customer, or a Customer on your behalf, have purchased Platform repository Services, you expressly appoint the Platform as your repository, with respect to Sessions conducted on the Platform by you as Notary, to:

- (1) create and maintain all audio-video recordings of such Sessions; and
- (2) create and maintain the electronic notarial journal information for such Sessions.

This appointment shall continue until the termination of these Notary Terms.

Provider shall use commercially reasonable efforts to provide such repository Services and to maintain the recordings and journal entries in accordance with industry standards and applicable state and federal laws. Provider is not acting as a legal custodian in providing the repository Services to Notary or on Notary's behalf, and Provider assumes no fiduciary duties to Notary or any Customer under these Notary Terms.

Notary may access the recordings and electronic journal entries through Notary's Account or Authorized User registration. Notary is solely responsible for managing Notary's unique access credentials to the Account or registration to maintain Notary's control over the recordings and the journal as required by Notarial Law.

You represent and warrant that: (i) you have complied with all requirements of your state of commission with respect to registering the Platform and Provider as the repository of such recordings; (ii) you have received sufficient training and education on the operation of the Platform to be able to successfully utilize the Platform for Remote Online Notarizations and to store and maintain the Session recordings in full compliance with Notarial Law; (iii) you shall promptly respond to and address all requests of any Customer, Authorized User or third party, including and not limited to any governmental or state authority or agency, for access to such Session recordings; and (iv) you shall take all required actions, and make all required

statements as necessary to ensure the contents of each Session recording and each journal entry comply with Notarial Law.

Provider does not represent and warrant that the electronic journal will meet the requirements set forth in the Notarial Law. Notary further agrees and understands that, during an audio-video Session recording, the video or audio stream may disconnect, experience latency, or lose data; the Authorized User's or Notary's microphone or webcam may stop working; or other such interruptions may occur that impact the accuracy and completeness of the recording. The Notary is responsible for ensuring that each recording is valid, complete, and meets the requirements of the applicable Notarial Law. The Notary agrees that the Provider will not be liable in any manner for any recording that is invalid, incomplete, or does not otherwise meet the requirements of applicable Notarial Law.

Notary is responsible to ensure the maintenance and management of the Session recordings and the electronic journal entries for the time period required by Notarial Law. Notary has engaged Provider, for the duration of these Notarial Terms, to provide repository Services for the journal and recordings. However, the Provider does not represent and/or warrant that the electronic journal or the recorded session will be available to the Notary on a 24/7 basis. For example, the Provider's Platform may be temporarily unavailable for Maintenance Services, the Platform may be subject to a distributed denial-of-service attack, or the Platform may be unavailable for other reasons. Additionally, by relying on the Provider to act as the repository for the Session recordings and the Notary's electronic journal, the Notary is assuming the risk that situations outside of Provider's control may cause any of the recordings and/or any electronic journal entry to be deleted, rendered permanently inaccessible, or otherwise become permanently unavailable to the Notary. To the fullest extent allowed by applicable law, and except for damages caused by Provider's gross negligence or intentional misconduct, the Provider will not be liable to the Notary for any temporary or permanent loss of the Session recordings or the Notary's electronic journal entries.

3.3 Digital certificates

The Platform allows Notaries to upload a digital certificate and a notarial stamp to their profile, if required by Notarial Law. The Provider may provide the Notary with the Notary's digital certificate; however, some states require that the Notary purchase a digital certificate from the state directly or through a trusted certificate authority. If you provide to the Platform your own digital certificate for use in performing Remote Online Notarizations on the Platform, you represent and warrant that such certificate is valid, not expired, and has not been revoked by the issuing certification authority. You are solely responsible for all costs associated with acquiring a digital certificate and notarial stamp, and for the maintenance of your digital certificate and notarial stamp. The Notary is responsible for ensuring that any digital certificate and notarial stamp meets the Notarial Law requirements. Therefore, if Provider provides Notary with a digital certificate, but in the Notary's opinion, the digital certificate does not comply with Notarial Law, it is the Notary's responsibility, and solely the Notary's

responsibility, to acquire a compliant digital certificate. The Provider does not represent or warrant that any digital certificate the Provider provides to a Notary complies with Notarial Law and the Provider is providing such digital certificate, to the extent it is able, as a courtesy to the Notary. Further, it is the Notary's responsibility to ensure that the Notary's stamp is accurate, in good standing, and meets the requirements of Notarial Law.

3.4 Disclaimer

All disclaimers made in the User Agreement shall apply with respect to these Notary Terms and the Services provided hereunder. Additionally, Notary acknowledges and agrees that Notary is solely responsible for ensuring Notary's compliance with Notarial Law and Electronic Signature Law in the performance of Remote Online Notarizations using the Platform, and Provider expressly disclaims any warranties not set forth expressly herein or in the User Agreement.

3.5 Limitations on liability

The limitations on liability set forth in the User Agreement shall apply to Provider's duties and obligations under these Notary Terms, and Provider shall bear no obligations or liability for Notary's breach of these Notary Terms; provided, however, that Provider shall remain liable for direct damages suffered by Notary as the proximate result of Provider's gross negligence or willful misconduct in the performance of Provider's duties and obligations under these Notary Terms. In no event shall Provider's liability to Notary exceed the amounts actually paid to Provider for the Services described herein.

3.6 Indemnification

You agree to defend, indemnify, and hold harmless the Provider, its affiliates, licensors, and Service Providers, and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Notary Terms or your use of the Platform and/or Remote Online Notarization Services, including, but not limited to, any use of the Platform's content or Remote Online Notarization Services other than as expressly authorized in these Notary Terms or as required under applicable law, or your use of any information obtained from the Platform.

3.7 Legal advice not provided

While accessing the Platform, you may receive information from the Provider concerning Remote Online Notarization Services, such as information on electronic signatures, Remote Online Notarizations, and other subject matter areas. We provide you this information for general informational purposes only. Such information does not constitute legal advice. If you believe that you need legal advice before using the Platform or Remote Online Notarization Services, or participating in a Transaction on

the Platform, you are solely responsible for obtaining such advice from an attorney licensed to practice law in your jurisdiction.

3.8 Confidentiality

User Confidential Information of a Notary shall include all information uploaded or maintained in the Notary journal, the Session recordings, the Notary's digital certificate (if applicable), and all notarial commission and other data and information uploaded by the Notary as part of the Account opening or Authorized User registration process. Notary hereby authorizes the use and disclosure of such Notary User Confidential Information by Provider as permitted under the User Agreement.

4 Miscellaneous

4.1 Waiver and severability

No waiver by Provider of any term or condition set out in these 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 the Provider to assert a right or provision under these Notary Terms shall not constitute a waiver of such right or provision.

If any provision of these Notary Terms is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of these Notary Terms will remain in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will remain in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant provision will be deemed to be deleted).

4.2 Entire agreement

The Notary Terms, which incorporate the General Terms and the User Agreement, constitute the sole and entire agreement between you and Provider regarding the Platform and the Remote Online Notarial Services and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Platform and Services. Notwithstanding anything to the contrary herein, with respect to Notaries employed or engaged by Provider, the Notary's written employment/engagement agreement shall survive the Notary's acceptance of these Notary Terms, the General Terms, and the User Agreement, and such employment/engagement agreement shall supersede and control over any conflicting terms of these Notary Terms, the General Terms, or User Agreement.

4.3 Termination

These Notary Terms will be effective when you accept them as described above and will continue in full force and effect until (i) your engagement or employment with Provider is terminated or you resign, with respect to Notaries engaged by Provider, or (2) Provider terminates your Account or Authorized User registration by notice to you,

or (3) you terminate your Account or Authorized User registration by giving Provider at least thirty (30) days' prior written notice of termination. Upon termination or expiration of these Notary Terms, all your licenses (if any) shall end. The following sections of these Notary Terms shall survive termination or expiration for whatever reason or cause: Section 3.1 (Consent and license to use Notary User Data) (to the extent required by operation of Section 4.4), Section 3.2 (Consent to maintain Remote Online Notarization Session recording and create and maintain journal) (to the extent required by operation of Section 4.4), Section 3.3 (Digital certificates) (to the extent required by operation of Section 4.4), Section 3.4 (Disclaimer), Section 3.5 (Limitations on liability), Section 3.6 (Indemnification), Section 3.7 (Legal advice not provided), Section 3.8 (Confidentiality), Section 4.1 (Waiver and severability), Section 4.2 (Entire agreement), Section 4.3 (Termination) (survival portion only), Section 4.4. (Transition after termination), Section 4.5 (Governing Law), Section 4.6 (Dispute Resolution), and Section 5 (Definitions).

4.4 Transition after termination

Upon any termination of these Notary Terms, the Notary can email legal@enotarylog.com within thirty (30) days to obtain the Notary's digital certificate (if maintained on the Platform), notary journal, and Session recordings of Notary, each in an industry standard format. Except as expressly provided in these Notary Terms, Provider shall not be required to maintain any User Confidential Information or User Data of a Notary beyond termination of these Notary Terms unless required to do so by applicable state or federal laws.

4.5 Governing law

Each Notary agrees that any question, conflict, requirement, or interpretation related to Remote Online Notarization will be governed and subject to the Notarial Law and the Electronic Signature Law of the state in which the Notary is commissioned, without giving effect to any choice or conflict of law provision or rule. The Notary Terms shall be governed by and construed in accordance with Florida law as if executed and fully performed in the State of Florida, without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction).

4.6 Dispute resolution

4.6.1 Arbitration, jury waiver, and class action waiver

You agree that all claims, disputes, or disagreements that may arise out of the interpretation or performance of these Notary Terms, or that in any way relate to your use of the Platform, the Services, and/or other content on the Platform or any other dispute with Provider, shall be submitted exclusively to binding arbitration, except that each party retains the right to bring an individual action in small claims court for disputes and actions within the scope of such court's jurisdiction and the

right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of a party's copyrights, trademarks, trade secrets, patents, or other Intellectual Property Rights. Arbitration means that an arbitrator and not a judge or jury will decide the claim. Rights to prehearing exchange of information and appeals may also be limited in arbitration. You acknowledge and agree that you and Provider are each waiving the right to a trial by jury. You further acknowledge and agree that you waive your right to participate as a plaintiff or class member in any purported class action or representative proceeding. Further, unless both you and Provider otherwise agree in writing, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of any class or representative proceeding. If this class action waiver is held unenforceable, then the entirety of this "Dispute Resolution" section will be deemed void. Except as provided in the preceding sentence, this "Dispute Resolution" section will survive any termination of these Notary Terms. You further acknowledge that any claim arising under these Notary Terms must be brought within one year of its accrual or it will be waived. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this agreement to arbitrate, as well as all threshold arbitrability issues, including whether this Dispute Resolution provision is unconscionable and any defense to arbitration.

4.6.2 Arbitration rules

The arbitration will be administered by the American Arbitration Association ("AAA"). Except as modified by this "Dispute Resolution" provision, the AAA will administer the arbitration in accordance with either (A) the Commercial Arbitration Rules then in effect, or (B) the Consumer Arbitration Rules then in effect if the matter involves a "consumer" agreement as defined by Consumer Arbitration Rule R-1 (together, the "**Applicable AAA Rules**"). The Applicable AAA Rules are available at <https://www.adr.org> or by calling the AAA at 1-800-778-7879. The Federal Arbitration Act will govern the interpretation and enforcement of this entire "Dispute Resolution" provision.

4.6.3 Arbitration process

A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the Applicable AAA Rules. The arbitrator will be either a retired judge or an attorney licensed to practice law in the county in which you reside and will be selected in accordance with the Applicable AAA Rules. If the parties are unable to agree upon an arbitrator within fourteen (14) days of the AAA's notice to the parties of its receipt of the Demand for Arbitration, then the AAA will appoint the arbitrator in accordance with the AAA Rules.

4.6.4 Arbitration location and procedure

Any required arbitration hearing may be conducted, at your option, (a) in Tampa, Florida; (b) if you prefer a hearing in or closer to your hometown area, at a reasonable

alternative location you and Provider identify upon conferring in good faith; or (c) by telephone or video conference. The arbitration shall be conducted in English. If your claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of documents you and Provider submit to the arbitrator, unless you request a hearing, or the arbitrator determines that a hearing is necessary. If your claim exceeds \$10,000, your right to a hearing will be determined by the Applicable AAA Rules. Subject to the Applicable AAA Rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

4.6.5 Arbitrator's decision

The arbitrator will render an award within the time frame specified in the Applicable AAA Rules. The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The arbitrator's award of damages and/or other relief must be consistent with the terms of the "Limitation of Liability" section above as to the types and the amounts of damages or other relief for which a party may be held liable. The arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide the relief warranted by the claimant's individual claim. If the arbitrator determines that you are the prevailing party in the arbitration, and only if authorized under applicable law, the arbitrator may award reasonable attorneys' fees and expenses. Provider will not seek, and hereby waives, all rights Provider may have under applicable law to recover attorneys' fees and expenses if Provider prevails in arbitration unless the arbitrator finds that either the substance of your claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)).

4.6.6 Fees

Your responsibility to pay any AAA filing, administrative and arbitrator fees will be solely as set forth in the Applicable AAA Rules. However, if your claim for damages does not exceed \$5,000, Provider will pay all such fees unless the arbitrator finds that either the substance of your claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)).

4.6.7 Changes

Provider reserves the right to change this "Dispute Resolution" section, but any such changes will not apply to disputes arising before the effective date of such amendment. Notwithstanding the provisions of the modification-related provisions above, if Provider changes this "Dispute Resolution" section after the date you first accepted these Notary Terms (or accepted any subsequent changes to these Notary Terms), you agree that your continued use of the Platform after such change will be

deemed acceptance of those changes. If you do not agree to such change, you may reject any such change by providing Provider written notice of such rejection by mail or hand delivery to: 5411 SkyCenter Drive, Suite 100, Tampa, FL 33607, or by email from the email address associated with your account to legal@enotarylog.com, within 30 days of the date such change became effective, as indicated in the "Last Updated" date indicated at the top of the first page of these Notary Terms of Use. In order to be effective, the notice must include your full name and clearly indicate your intent to reject changes to this "Dispute Resolution" section. By rejecting changes, you are agreeing that you will arbitrate any dispute between you and Provider in accordance with the provisions of this "Dispute Resolution" section as of the date you first accepted these Notary Terms (or accepted any subsequent changes to these Notary Terms, as applicable).

4.6.8 Other remedies for California residents

The provisions of this Section 6.7 do not prohibit California residents from obtaining provisional or ancillary remedies such as injunctive relief.

5 Definitions

All capitalized terms use but not defined herein shall have those definitions set forth in the User Agreement and General Terms, as applicable, except to the extent such definitions are modified or extended in these Notary Terms.