

## TECHNOLOGY SERVICES AGREEMENT

This Technology Services Agreement (“*Agreement*”) constitutes a legal agreement between you, an individual (“*you*”) and Notarized, LLC (as applicable, “*Company*”).

Company provides lead generation to independent providers of notary services using the Get Notarized Services (as defined below). The Get Notarized Services enable an authorized Notarization Services provider to seek, receive, and fulfill requests for notary services from an authorized user of Company’s mobile applications and website. You desire to enter into this Agreement for the purpose of accessing and using the Get Notarized Services.

**You acknowledge and agree that Company is a technology services provider that does not provide notary services.**

In order to use the Get Notarized Services, you must agree to the terms and conditions that are set forth below. Upon your execution (electronic or otherwise) of this Agreement, you and Company shall be bound by the terms and conditions set forth herein.

**IMPORTANT: PLEASE NOTE THAT TO USE THE GET NOTARIZED SERVICES, YOU MUST AGREE TO THE TERMS AND CONDITIONS SET FORTH BELOW. PLEASE REVIEW THE ARBITRATION PROVISION SET FORTH BELOW CAREFULLY, AS IT WILL REQUIRE YOU TO RESOLVE DISPUTES WITH THE COMPANY ON AN INDIVIDUAL BASIS, EXCEPT AS PROVIDED HEREIN, THROUGH FINAL AND BINDING ARBITRATION UNLESS YOU CHOOSE TO OPT OUT OF THE ARBITRATION PROVISION. BY VIRTUE OF YOUR ELECTRONIC EXECUTION OF THIS AGREEMENT, YOU WILL BE ACKNOWLEDGING THAT YOU HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT (INCLUDING THE ARBITRATION PROVISION) AND HAVE TAKEN TIME TO CONSIDER THE CONSEQUENCES OF THIS IMPORTANT BUSINESS DECISION. IF YOU DO NOT WISH TO BE SUBJECT TO ARBITRATION, YOU MAY OPT OUT OF THE ARBITRATION PROVISION BY FOLLOWING THE INSTRUCTIONS PROVIDED IN THE ARBITRATION PROVISION BELOW.**

### 1. Definitions

1.1. “*Corporate Affiliate*” means an entity that, directly or indirectly, controls, is under the control of, or is under common control with a party, where control means having more than fifty percent (50%) of the voting stock or other ownership interest or the majority of the voting rights of such entity. This is distinct and separate from “*Affiliate sellers*” which are defined and governed by the company’s then-current Affiliate Program Terms of Service.

1.2. “*Company Data*” means all data related to the access and use of the Get Notarized Services hereunder, including all data related to Users (including User Information), all data related to the provision of Notarization Services via the Get Notarized Services and the Notary App, and the Notary ID.

1.3. “*Device*” means Your Device.

1.4. “*Fee*” has the meaning set forth in Section 4.1.

1.5. “*Get Notarized Services*” mean Company’s on-demand lead generation and related services that enable notary providers to seek, receive and fulfill on-demand and scheduled requests for notary services by Users seeking notary services; such Get Notarized Services include access to the

Notary App and Company's software, websites, payment services as described in Section 4 below, and related support services systems, as may be updated or modified from time to time.

1.6. *"Requestor"* or *"Requester"* refers to a user of the website that is seeking notary services.

1.7. *"Notarization Services"* means your provision of notary services to Users and Signers via the Get Notarized Services in the Territory using the Notary App.

1.8. *"Notary App"* means the mobile application provided by Company that enables notary providers to access the Get Notarized Services for the purpose of seeking, receiving and fulfilling on-demand requests for notary services by Users, as may be updated or modified from time to time.

1.9. *"Notary ID"* means the identification and password key assigned by Company to you that enables you to use and access the Notary App.

1.10. *"Service Fee"* has the meaning set forth in Section 4.4.

1.11. *"Signed Documents"* means any document for which you have provided Notarization Services.

1.12. *"Signer"* means the end person or entity for whom the User has requested Notarization Services.

1.13. *"Signer Information"* means information about a Signer made available to you in connection with such User's request for Notarization Services, which may include but is not limited to the Signer's name, contact information, social security number, financial information, income amounts, tax returns, etc.

1.14. *"Signing Location"* means the location where User or Requester has requested you to perform Notarization Services.

1.15. *"Territory"* means the city or metro areas in the United States in which you are enabled by the Notary App to receive requests for Notarization Services.

1.16. *"Tolls"* means any applicable road, bridge, ferry, tunnel and airport charges and fees, including inner-city congestion, environmental or similar charges as reasonably determined by the Get Notarized Services based on available information.

1.17. *"User"* means any person or entity authorized by Company to use the mobile application for the purpose of obtaining Notarization Services offered by you.

1.18. *"Vehicle"* means your vehicle that you use in conjunction with your provision of Notarization Services.

1.19. *"Your Device"* means a mobile device or laptop or desktop computer owned or controlled by you: (a) that meets the then-current Company specifications for mobile devices and (b) on which the Notary App has been installed as authorized by Company solely for the purpose of providing Notarization Services.

## 2. Use of the Get Notarized Services

2.1. **Notary IDs.** Company will issue you a Notary ID to enable you to access and use the Notary App on a Device in accordance with this Agreement. Company reserves the right to deactivate your Notary ID if you have not fulfilled a request for Notarization Services using the Notary App at least once a month. **You agree that you will maintain your Notary ID in confidence and not share your Notary ID with any third party. You will immediately notify Company of any actual or suspected breach or improper use or disclosure of your Notary ID or the Notary App.**

2.2. **Provision of Notarization Services.** When the Notary App is active, User requests for Notarization Services may appear to you via the Notary App if you are available and in the vicinity of the Signer. If you accept a User's request for Notarization Services, the Get Notarized Services will provide you with certain User and Signer Information via the Notary App, including the User's name, Signer's name, Signing Location, and scheduled time and date for signing. In order to enhance Signer satisfaction with the Company mobile application and your Notarization Services, it is recommended that you wait at least ten (10) minutes for a Signer to show up at the requested Signing Location before departing. You will obtain the documents to be notarized either in person upon arrival at the Signer's location or from the Notary App if the User elects to upload such documents via Company's mobile application or via courier. If the documents are retrieved via the Notary App, you are responsible for printing the documents and taking them with you to the Signing Location. You acknowledge and agree that once you have accepted a User's request for Notarization Services, Company's mobile application may provide certain information about you to the User and/or Signer, including your first name, contact information, notary license number, photo and location, and your Vehicle's make and license plate number. You shall not contact any Users or Signers or use any User's or Signer's personal data for any reason other than for the purposes of fulfilling requests for Notarization Services. As between Company and you, you acknowledge and agree that: (a) you shall be solely responsible for determining the most effective, efficient and lawful manner to perform each instance of Notarization Services; and (b) except for the Get Notarized Services, you shall provide all necessary equipment, tools and other materials, at your own expense, necessary to perform Notarization Services This may include printing the documents to be notarized via your own printer and using your own paper for which you will not receive any reimbursement.

2.3. **Completion of Notarization Services.** Immediately, or as soon as reasonably practical, upon completion of the Notarization Services, you shall deliver the Signed Documents as directed by the User. This may include: (1) uploading the Signed Documents via the Notary App; (2) depositing the Signed Documents for transport via U.S. Mail, Federal Express, UPS, or the like via a prepaid envelope or to be billed to User's account; or (3) hand delivering the Signed Documents to a location designated by the User which in no event shall be more than fifteen (60) miles from the Signing Location absent other agreement between you and the User.

2.4. **Your Relationship with Signers.** You acknowledge and agree that your provision of Notarization Services to Signers creates a direct business relationship between you and the Signer. Company is not responsible or liable for the actions or inactions of a Signer in relation to you, your activities or your services. You shall have the sole responsibility for any obligations or liabilities to Signers or third parties that arise from your provision of Notarization Services. You acknowledge and agree that you are solely responsible for taking such precautions as may be reasonable and proper (including obtaining proper identification from all signers to comply with all laws applicable to notaries in your Territory) regarding any acts or omissions of a Signer or third party. You acknowledge and agree

that Company may release your contact and/or insurance information to a User or Signer upon reasonable request. You acknowledge and agree to obey all state and federal laws.

**2.5. Your Relationship with Company.** You acknowledge and agree that Company's provision to you of the Notary App and the Get Notarized Services creates a direct business relationship between Company and you. Company does not, and shall not be deemed to, direct or control you generally or in your performance under this Agreement. You retain the sole right to determine when, where, and for how long you will utilize the Notary App or the Get Notarized Services. You retain the option, via the Notary App, to attempt to accept or to decline or ignore a User's request for Notarization Services via the Get Notarized Services, or to cancel an accepted request for Notarization Services via the Notary App, subject to Company's then-current cancellation policies. With the exception of any signage required by local law or permit/license requirements, Company shall have no right to require you to: (a) display Company's or any of its Corporate Affiliates' names, logos or colors on your Vehicle(s); or (b) wear a uniform or any other clothing displaying Company's or any of its Corporate Affiliates' names, logos or colors. You acknowledge and agree that you have complete discretion to provide services or otherwise engage in other business or employment activities. For the sake of clarity, you understand that you retain the complete right to; (i) use other software application services in addition to the Get Notarized Services; and (ii) engage in any other occupation or business. Company retains the right to deactivate or otherwise restrict you from accessing or using the Notary App or the Get Notarized Services in the event of a violation or alleged violation of this Agreement, your disparagement of Company or any of its Corporate Affiliates, your act or omission that causes harm to Company's or its Corporate Affiliates' brand, reputation or business as determined by Company in its sole discretion.

**2.6. Ratings.**

2.6.1. You acknowledge and agree that: (a) after receiving Notarization Services, a User may be prompted by Company's mobile application to provide a rating of you and such Notarization Services and, optionally, to provide comments or feedback about you and such Notarization Services; and (b) after providing Notarization Services, you may be prompted by the Notary App to provide a rating of the Signer or User and, optionally, to provide comments or feedback about the Signer or User. You shall provide your ratings and feedback in good faith.

2.6.2. You acknowledge that Company desires that Users have access to high-quality services via Company's mobile application. In order to continue to receive access to the Notary App and the Get Notarized Services, you must maintain an average rating by Users that exceeds the minimum average acceptable rating established by Company for your Territory, as may be updated from time to time by Company in its sole discretion ("*Minimum Average Rating*"). Your average rating is intended to reflect Users' satisfaction with your Notarization Services rather than your compliance with any of Company's policies or recommendations. In the event your average rating falls below the Minimum Average Rating, Company will notify you and may provide you, in Company's discretion, a limited period of time to raise your average rating above the Minimum Average Rating. If you do not increase your average rating above the Minimum Average Rating within the time period allowed (if any), Company reserves the right to deactivate your access to the Notary App and the Get Notarized Services. Additionally, you acknowledge that your repeated failure to accept User requests for Notarization Services while you are logged in to the Notary App creates a negative experience for Users of Company's mobile application. If

you do not wish to accept User requests for Notarization Services for a period of time, you agree that you will log off of the Notary App.

2.6.3. Company and its Corporate Affiliates reserve the right to use, share and display your and User ratings and comments in any manner in connection with the business of Company and its Corporate Affiliates without attribution to you or your approval. You acknowledge and agree that Company and its Corporate Affiliates are distributors (without any obligation to verify) and not publishers of your and User ratings and comments, provided that Company and its Corporate Affiliates reserve the right to edit or remove comments in the event that such comments include obscenities or other objectionable content, include an individual's name or other personal information, or violate any privacy laws, other applicable laws or Company's or its Affiliates' content policies.

## 2.7. **Devices.**

2.7.1. Company requires you to use Your Device in providing Notarization Services.

2.7.2. When using Your Device: (i) you are responsible for the acquisition, cost and maintenance of Your Device as well as any necessary wireless data plan; and (ii) Company shall make available the Notary App for installation on Your Device. Company hereby grants you a personal, non-exclusive, non-transferable license to install and use the Notary App on Your Device solely for the purpose of providing Notarization Services. You agree to not provide, distribute or share, or enable the provision, distribution or sharing of, the Notary App (or any data associated therewith) with any third party. The foregoing license grant shall immediately terminate and you will delete and fully remove the Notary App from Your Device in the event that you cease to provide Notarization Services using Your Device. You agree that: (i) use of the Notary App on Your Device requires an active data plan with a wireless carrier associated with Your Device, which data plan will be provided by you at your own expense; and (ii) use of the Notary App on Your Device as an interface with the Get Notarized Services may consume very large amounts of data through the data plan. **COMPANY ADVISES THAT YOUR DEVICE ONLY BE USED UNDER A DATA PLAN WITH UNLIMITED OR VERY HIGH DATA USAGE LIMITS, AND COMPANY SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY FEES, COSTS, OR Overage CHARGES ASSOCIATED WITH ANY DATA PLAN.**

2.8. **Location Based Services.** You acknowledge and agree that your geo-location information must be provided to the Get Notarized Services via Your Device in order to provide Notarization Services. You acknowledge and agree that: (a) your geo-location information may be obtained by the Get Notarized Services while the Notary App is running; and (b) the approximate location of your Vehicle may be displayed to the User or Signer before and during the provision of Notarization Services to such User. In addition, Company and its Corporate Affiliates may monitor, track and share with third parties your geo-location information obtained by the Notary App and Device for safety and security purposes.

## 3. **Licensing and Conduct.**

3.1. **Your Requirements.** You acknowledge and agree that at all times, you shall: (a) hold and maintain (i) a valid driver's license with the appropriate level of certification to operate your Vehicle, and (ii) all licenses, permits, approvals and authority applicable to you that are necessary to provide Notarization Services to third parties in the Territory; (b) possess the appropriate and current level of

training, expertise and experience to provide Notarization Services in a professional manner with due skill, care and diligence; and (c) maintain high standards of professionalism, service and courtesy. You acknowledge and agree that you may be subject to certain background and driving record checks from time to time in order to qualify to provide, and remain eligible to provide, Notarization Services. You acknowledge and agree that Company reserves the right, at any time in Company's sole discretion, to deactivate or otherwise restrict you from accessing or using the Notary App or the Get Notarized Services if you fail to meet the requirements set forth in this Agreement.

3.2. **Vehicle Requirements.** You acknowledge and agree that your Vehicle shall at all times be: (a) properly registered and licensed to operate as a passenger transportation vehicle in the Territory; (b) owned or leased by you, or otherwise in your lawful possession; and (c) suitable for traveling to locations where Users have requested Notarization Services for which you have accepted the request.

3.3. **Documentation.** To ensure your compliance with all requirements in Sections 3.1 and 3.2 above, you must provide Company with written copies of all such licenses, permits, approvals, authority, registrations and certifications prior to your provision of any Notarization Services. Thereafter, you must submit to Company written evidence of all such licenses, permits, approvals, authority, registrations and certifications as they are renewed. Company shall, upon request, be entitled to review such licenses, permits, approvals, authority, registrations and certifications from time to time, and your failure to provide or maintain any of the foregoing shall constitute a material breach of this Agreement. Company reserves the right to independently verify your documentation from time to time in any way Company deems appropriate in its reasonable discretion.

#### 4. Financial Terms

4.1. **Fee Calculation and Your Payment.** You are entitled to charge a fee for each instance of completed Notarization Services provided to a User that are obtained via the Get Notarized Services ("Fee"), where such Fee is calculated based upon the fee schedule as detailed at GetNotarized.com for the applicable Territory ("Fee Calculation"). You acknowledge and agree that the Fee is the only payment you will receive in connection with the provision of Notarization Services, and that Fee does not include any gratuity. You are responsible for any tolls, taxes or fees incurred during the provision of Notarization Services, if applicable. You: (i) appoint Company as your limited payment collection agent solely for the purpose of accepting the Fee on your behalf via the payment processing functionality facilitated by the Get Notarized Services; and (ii) agree that payment made by User to Company (or to an Affiliate of Company acting as an agent of Company) shall be considered the same as payment made directly by User to you. Company agrees to remit, or cause to be remitted, to you the Fee on at least a weekly basis.

4.2. **Changes to Fee.** Company reserves the right to change the Fee schedule at any time in Company's discretion based upon local market factors, and Company will provide you with notice in the event of changes to the Fee that would result in a change to you. Continued use of the Get Notarized Services after any such change in the Fee shall constitute your consent to such change.

4.3. **Fee Adjustment.** Company reserves the right to: (i) adjust or cancel the Fee for a particular instance of Notarization Services (e.g., User is charged for Notarization Services that were not provided, in the event of a User complaint, fraud, etc.). Company's decision to reduce or cancel the Fee in any such manner shall be exercised in a reasonable manner.

4.4. **Cancellation Charges.** You acknowledge and agree that Users may elect to cancel requests for Notarization Services that have been accepted by you via the Notary App at any time

prior to your arrival. In the event that a User cancels an accepted request for Notarization Services, Company may, but is not required to, charge the User a cancellation fee on your behalf. If charged, this cancellation fee shall be deemed the Fee for the cancelled Notarization Services for the purpose of remittance to you hereunder.

4.5. **Receipts.** As part of the Get Notarized Services, Company provides you a system for notifying Company that the Notarization Services have been provided after which Company prepares an applicable receipt and issues such receipt to you via email or the online portal available to you through the Get Notarized Services. Receipts include the Fee that you will be paid for each instance of Notarization Services that you provide. Any requests for corrections your must be submitted to Company in writing within three (3) business days after the completion of such Notarization Services. Absent such a notice, Company shall not be liable for any mistakes in or corrections to the receipt or for recalculation or disbursement of the Fee.

4.6. **No Additional Amounts.** You acknowledge and agree that, for the mutual benefit of the parties, through advertising and marketing, Company and its Corporate Affiliates may seek to attract new Users to Company and to increase existing Users' use of Company's mobile application. You acknowledge and agree such advertising or marketing does not entitle you to any additional monetary amounts beyond the amounts expressly set forth in this Agreement.

4.7. **Taxes.** You acknowledge and agree that you are required to: (a) complete all tax registration obligations and calculate and remit all tax liabilities related to your provision of Notarization Services as required by applicable law; and (b) provide Company with all relevant tax information. You further acknowledge and agree that you are responsible for taxes on your own income arising from the performance of Notarization Services. Notwithstanding anything to the contrary in this Agreement, Company may in its reasonable discretion based on applicable tax and regulatory considerations, collect and remit taxes resulting from your provision of Notarization Services and/or provide any of the relevant tax information you have provided pursuant to the foregoing requirements in this Section 4.7 directly to the applicable governmental tax authorities on your behalf or otherwise.

## 5. **Proprietary Rights; License**

5.1. **License Grant.** Subject to the terms and conditions of this Agreement, Company hereby grants you a non-exclusive, non-transferable, non-sublicensable, non-assignable license, during the term of this Agreement, to use the Get Notarized Services (including the Notary App on a Device) solely for the purpose of providing Notarization Services to Users and tracking resulting Fees. All rights not expressly granted to you are reserved by Company, its Affiliates and their respective licensors.

5.2. **Restrictions.** You shall not, and shall not allow any other party to: (a) license, sublicense, sell, resell, transfer, assign, distribute or otherwise provide or make available to any other party the Get Notarized Services or Notary App in any way; (b) modify or make derivative works based upon the Get Notarized Services or Notary App; (c) improperly use the Get Notarized Services or Notary App, including creating Internet "links" to any part of the Get Notarized Services or Notary App, "framing" or "mirroring" any part of the Get Notarized Services or Notary App on any other websites or systems, or "scraping" or otherwise improperly obtaining data from the Get Notarized Services or Notary App; (d) reverse engineer, decompile, modify, or disassemble the Get Notarized Services or Notary App, except as allowed under applicable law; or (e) send spam or otherwise duplicative or unsolicited messages. In addition, you shall not, and shall not allow any other party to, access or use the Get Notarized Services

or Notary App to: (i) design or develop a competitive or substantially similar product or service; (ii) copy or extract any features, functionality, or content thereof; (iii) launch or cause to be launched on or in connection with the Get Notarized Services an automated program or script, including web spiders, crawlers, robots, indexers, bots, viruses or worms, or any program which may make multiple server requests per second, or unduly burden or hinder the operation and/or performance of the Get Notarized Services; or (iv) attempt to gain unauthorized access to the Get Notarized Services or its related systems or networks.

5.3. **Ownership.** The Get Notarized Services, Notary App and Company Data, including all intellectual property rights therein, are and shall remain (as between you and Company) the property of Company, its Corporate Affiliates or their respective licensors. Neither this Agreement nor your use of the Get Notarized Services, Notary App or Company Data conveys or grants to you any rights in or related to the Get Notarized Services, Notary App or Company Data, except for the limited license granted above. Other than as specifically permitted by the Company in connection with the Get Notarized Services, you are not permitted to use or reference in any manner Company's, its Corporate Affiliates', or their respective licensors' company names, logos, products and service names, trademarks, service marks, trade dress, copyrights or other indicia of ownership, alone and in combination with other letters, punctuation, words, symbols and/or designs for any commercial purposes. You agree that you will not try to register or otherwise use and/or claim ownership in name or mark of the Company or its Corporate Affiliates, alone or in combination with other letters, punctuation, words, symbols and/or designs, or in any confusingly similar mark, name or title, for any goods and services.

## 6. Confidentiality

6.1. Each party acknowledges and agrees that in the performance of this Agreement they may have access to or may be exposed to, directly or indirectly, confidential information ("*Confidential Information*"). Confidential Information includes Company Data, Notary IDs, User information, Signer Information and the transaction volume, marketing and business plans, business, financial, technical, operational and such other non-public information of each party (whether disclosed in writing or verbally) that such party designates as being proprietary or confidential or of which the other party should reasonably know that it should be treated as confidential.

6.2. Each party acknowledges and agrees that: (a) all Confidential Information shall remain the exclusive property of the disclosing party; (b) they shall not use Confidential Information for any purpose except in furtherance of this Agreement; (c) they shall not disclose Confidential Information to any third party, except to their employees, officers, contractors, agents and service providers ("*Permitted Persons*") as necessary to perform under this Agreement, provided Permitted Persons are bound in writing to obligations of confidentiality and non-use of Confidential Information no less protective than the terms hereof; and (d) they shall return or destroy all Confidential Information of the disclosing party, upon the termination of this Agreement or at the request of the other party (subject to applicable law and, with respect to Company, its internal record-keeping requirements).

6.3. Notwithstanding the foregoing, Confidential Information shall not include any information to the extent it: (a) is or becomes part of the public domain through no act or omission on the part of the receiving party; (b) was possessed by the receiving party prior to the date of this Agreement without an obligation of confidentiality; (c) is disclosed to the receiving party by a third party having no obligation of confidentiality with respect thereto; or (d) is required to be disclosed pursuant to law, court order, subpoena or governmental authority, provided the receiving party notifies the



disclosing party thereof and provides the disclosing party a reasonable opportunity to contest or limit such required disclosure.

## **7. Privacy**

7.1. **Disclosure of Your Information.** Subject to applicable law, Company and its Corporate Affiliates may, but shall not be required to, provide to you, a User, a Signer, an insurance company and/or relevant authorities and/or regulatory agencies any information (including personal information (e.g., information obtained about you through any background check) and any Company Data) about you or any Notarization Services provided hereunder if: (a) there is a complaint, dispute or conflict between you and a User or Signer; (b) it is necessary to enforce the terms of this Agreement; (c) it is required, in Company's or any Affiliate's sole discretion, by applicable law or regulatory requirements (e.g., Company or its Affiliates receive a subpoena, warrant, or other legal process for information); (d) it is necessary, in Company's or any Affiliate's sole discretion, to (1) protect the safety, rights, property or security of Company or its Affiliates, the Get Notarized Services or any third party; (2) to protect the safety of the public for any reason including the facilitation of insurance claims related to the Get Notarized Services; (3) to detect, prevent or otherwise address fraud, security or technical issues; (4) to prevent or stop activity which Company or any of its Affiliates, in their sole discretion, may consider to be, or to pose a risk of being, an illegal, unethical, or legally actionable activity); or (e) it is required or necessary, in Company's or any Affiliate's sole discretion, for insurance or other purposes related to your ability to qualify, or remain qualified, to use the Get Notarized Services. You understand that Company may retain your personal data for legal, regulatory, safety and other necessary purposes after this Agreement is terminated.

7.2. Company and its Corporate Affiliates may collect your personal data during the course of your application for, and use of, the Get Notarized Services, or may obtain information about you from third parties. Such information may be stored, processed, transferred, and accessed by Company and its Corporate Affiliates, third parties, and service providers for business purposes, including for marketing, lead generation, service development and improvement, analytics, industry and market research, and such other purposes consistent with Company's and its Affiliates' legitimate business needs. You expressly consent to such use of personal data.

## **8. Insurance**

8.1. You agree to maintain during the term of this Agreement on all Vehicles operated by you under this Agreement automobile liability insurance that provides protection against bodily injury and property damage to third parties at levels of coverage that satisfy the minimum requirements to operate a private passenger vehicle on the public roads within the Territory. This coverage must also include any no-fault coverage required by law in the Territory that may not be waived by an insured. You agree to provide Company and its Corporate Affiliates a copy of the insurance policy, policy declarations, proof of insurance identification card and proof of premium payment for the insurance policy required in this Section 8.1 upon request. Furthermore, you must provide Company with written notice of cancellation of any insurance policy required by Company. Company shall have no right to control your selection or maintenance of your policy. You must be a named insured or individually rated driver, for which a premium is charged, on the insurance policy required in this Section 8.1 at all times.

8.2. **You agree to maintain during the term of this Agreement workers' compensation insurance as required by all applicable laws in the Territory. If permitted by applicable law, you may**

**choose to insure yourself against industrial injuries by maintaining occupational accident insurance in place of workers' compensation insurance. Furthermore, if permitted by applicable law, you may choose not to insure yourself against industrial injuries at all, but do so at your own risk.**

8.3. You understand and acknowledge that your personal automobile insurance policy may not afford liability, comprehensive, collision, medical payments, personal injury protection, uninsured motorist, underinsured motorist, or other coverage for the Notarization Services you provide pursuant to this Agreement. If you have any questions or concerns about the scope or applicability of your own insurance coverage, it is your responsibility, not that of Company, to resolve them with your insurer(s).

8.4. Company may maintain during the term of this Agreement insurance related to your provision of Notarization Services as determined by Company in its reasonable discretion, provided however, that Company and its Corporate Affiliates are not required to provide you with any specific insurance coverage or benefit for any purpose.

## **9. Representations and Warranties; Disclaimers**

9.1. **By You.** You hereby represent and warrant that: (a) you have full power and authority to enter into this Agreement and perform your obligations hereunder; (b) you have not entered into, and during the term will not enter into, any agreement that would prevent you from complying with this Agreement; and (c) you will comply with all applicable laws in your performance of this Agreement, including holding and complying with all permits, licenses, registrations and other governmental authorizations necessary to provide (i) Notarization Services pursuant to this Agreement, and (ii) Notarization Services to third parties in the Territory generally.

9.2. **Disclaimer of Warranties.** COMPANY AND ITS CORPORATE AFFILIATES PROVIDE, AND YOU ACCEPT, THE GET NOTARIZED SERVICES, NOTARY APP ON AN 'AS IS' AND 'AS AVAILABLE' BASIS. COMPANY AND ITS CORPORATE AFFILIATES DO NOT REPRESENT, WARRANT OR GUARANTEE THAT YOUR ACCESS TO OR USE OF THE GET NOTARIZED SERVICES OR NOTARY APP: (A) WILL BE UNINTERRUPTED OR ERROR FREE; OR (B) WILL RESULT IN ANY REQUESTS FOR NOTARIZATION SERVICES. COMPANY AND ITS CORPORATE AFFILIATES FUNCTION AS AN ON-DEMAND LEAD GENERATION AND RELATED SERVICE ONLY AND MAKE NO REPRESENTATIONS, WARRANTIES OR GUARANTEES AS TO THE ACTIONS OR INACTIONS OF THE USERS WHO MAY REQUEST OR RECEIVE NOTARIZATION SERVICES FROM YOU, AND COMPANY AND ITS CORPORATE AFFILIATES DO NOT SCREEN OR OTHERWISE EVALUATE USERS. BY USING THE GET NOTARIZED SERVICES AND NOTARY APP, YOU ACKNOWLEDGE AND AGREE THAT YOU MAY BE INTRODUCED TO A THIRD PARTY THAT MAY POSE HARM OR RISK TO YOU OR OTHER THIRD PARTIES. YOU ARE ADVISED TO TAKE REASONABLE PRECAUTIONS WITH RESPECT TO INTERACTIONS WITH THIRD PARTIES ENCOUNTERED IN CONNECTION WITH THE USE OF THE GET NOTARIZED SERVICES OR NOTARY APP. NOTWITHSTANDING COMPANY'S APPOINTMENT AS THE LIMITED PAYMENT COLLECTION AGENT OF YOU FOR THE PURPOSE OF ACCEPTING PAYMENT FROM USERS ON YOUR BEHALF AS SET FORTH IN SECTION 4 ABOVE, COMPANY AND ITS CORPORATE AFFILIATES EXPRESSLY DISCLAIM ALL LIABILITY FOR ANY ACT OR OMISSION OF YOU, ANY USER OR OTHER THIRD PARTY.

9.3. **No Service Guarantee.** COMPANY AND ITS CORPORATE AFFILIATES DO NOT GUARANTEE THE AVAILABILITY OR UPTIME OF THE GET NOTARIZED SERVICES OR NOTARY APP. YOU ACKNOWLEDGE AND AGREE THAT THE GET NOTARIZED SERVICES OR NOTARY APP MAY BE UNAVAILABLE AT ANY TIME AND FOR ANY REASON (e.g., DUE TO SCHEDULED MAINTENANCE OR NETWORK FAILURE). FURTHER, THE GET NOTARIZED SERVICES OR NOTARY APP MAY BE SUBJECT TO

LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS, AND COMPANY AND ITS CORPORATE AFFILIATES ARE NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGES, LIABILITIES OR LOSSES RESULTING FROM SUCH PROBLEMS.

**10. Indemnification.** You shall indemnify, defend (at Company's option) and hold harmless Company and its Corporate Affiliates and their respective officers, directors, employees, agents, successors and assigns from and against any and all liabilities, expenses (including legal fees), damages, penalties, fines, social security contributions and taxes arising out of or related to: (a) your breach of your representations, warranties or obligations under this Agreement; or (b) a claim by a third party (including Users, Signers, regulators and governmental authorities) directly or indirectly related to your provision of Notarization Services or use of the Get Notarized Services.

**11. Limits of Liability.** COMPANY AND ITS CORPORATE AFFILIATES SHALL NOT BE LIABLE UNDER OR RELATED TO THIS AGREEMENT FOR ANY OF THE FOLLOWING, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES: (i) ANY INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES OF ANY TYPE OR KIND; OR (ii) YOUR OR ANY THIRD PARTY'S PROPERTY DAMAGE, OR LOSS OR INACCURACY OF DATA, OR LOSS OF BUSINESS, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE. EXCEPT FOR COMPANY'S OBLIGATIONS TO PAY AMOUNTS DUE TO YOU PURSUANT TO SECTION 4 ABOVE, BUT SUBJECT TO ANY LIMITATIONS OR OTHER PROVISIONS CONTAINED IN THIS AGREEMENT WHICH ARE APPLICABLE THERETO, IN NO EVENT SHALL THE LIABILITY OF COMPANY OR ITS AFFILIATES UNDER THIS AGREEMENT EXCEED THE AMOUNT OF FEES ACTUALLY PAID TO YOU IN THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM.

## **12. Term and Termination**

**12.1. Term.** This Agreement shall commence on the date accepted by you and shall continue until terminated as set forth herein.

**12.2. Termination.** Either party may terminate this Agreement: (a) without cause at any time upon seven (7) days prior written notice to the other party; (b) immediately, without notice, for the other party's material breach of this Agreement; or (c) immediately, without notice, in the event of the insolvency or bankruptcy of the other party. In addition, Company may terminate this Agreement or deactivate your Notary ID immediately, without notice, with respect to you in the event you no longer qualify, under applicable law or the standards and policies of Company and its Corporate Affiliates, to provide Notarization Services, or as otherwise set forth in this Agreement.

**12.3. Effect of Termination.** Upon termination of the Agreement, you shall immediately delete and fully remove the Notary App from any of Your Devices. Outstanding payment obligations and Sections 1, 2.4, 2.6, 4.7, 5.2, 5.3, 6, 7, 9, 10, 11, 12.3, 13, 14 and 15 shall survive the termination of this Agreement.

## **13. Relationship of the Parties**

**13.1. Except as otherwise expressly provided herein with respect to Company acting as the limited payment collection agent solely for the purpose of collecting payment from Users on your behalf, the relationship between the parties under this Agreement is solely that of independent contracting parties. The parties expressly agree that: (a) this Agreement is not an employment**

**agreement, nor does it create an employment relationship, between Company and you; and (b) no joint venture, partnership, or agency relationship exists between Company and you.**

13.2. You have no authority to bind Company or its Affiliates and you undertake not to hold yourself out as an employee, agent or authorized representative of Company or its Affiliates. Where, by implication of mandatory law or otherwise, you may be deemed an agent or representative of Company, you undertake and agree to indemnify, defend (at Company's option) and hold Company and its Corporate Affiliates harmless from and against any claims by any person or entity based on such implied agency or representative relationship.

#### **14. Miscellaneous Terms**

14.1. **Modification.** In the event Company modifies the terms and conditions of this Agreement at any time, such modifications shall be binding on you only upon your acceptance of the modified Agreement. Company reserves the right to modify any information referenced at hyperlinks from this Agreement from time to time. You hereby acknowledge and agree that, by using the Get Notarized Services, or downloading, installing or using the Notary App, you are bound by any future amendments and additions to information referenced at hyperlinks herein, or documents incorporated herein, including with respect to Fees. Continued use of the Get Notarized Services or Notary App after any such changes shall constitute your consent to such changes. Unless changes are made to the arbitration provisions herein, you acknowledge and agree that modification of this Agreement does not create a renewed opportunity to opt out of arbitration.

14.2. **Supplemental Terms.** Supplemental terms may apply to your use of the Get Notarized Services, such as use policies or terms related to certain features and functionality, which may be modified from time to time ("*Supplemental Terms*"). You may be presented with certain Supplemental Terms from time to time. Supplemental Terms are in addition to, and shall be deemed a part of, this Agreement. Supplemental Terms shall prevail over this Agreement in the event of a conflict.

14.3. **Severability.** If any provision of this Agreement is or becomes invalid or non-binding, the parties shall remain bound by all other provisions hereof. In that event, the parties shall replace the invalid or non-binding provision with provisions that are valid and binding and that have, to the greatest extent possible, a similar effect as the invalid or non-binding provision, given the contents and purpose of this Agreement.

14.4. **Assignment.** Neither party shall assign or transfer this Agreement or any of its rights or obligations hereunder, in whole or in part, without the prior written consent of the other party; provided that Company may assign or transfer this Agreement or any or all of its rights or obligations under this Agreement from time to time without consent: (a) to an Affiliate; or (b) to an acquirer of all or substantially all of Company's business, equity or assets.

14.5. **Entire Agreement.** This Agreement, including all Supplemental Terms, constitutes the entire agreement and understanding of the parties with respect to its subject matter and replaces and supersedes all prior or contemporaneous agreements or undertakings regarding such subject matter. In this Agreement, the words "including" and "include" mean "including, but not limited to." The recitals form a part of this Agreement.

14.6. **No Third Party Beneficiaries.** There are no third party beneficiaries to this Agreement, except as expressly set forth in the Arbitration Provision in Section 15.3. Nothing contained in this Agreement is intended to or shall be interpreted to create any third-party beneficiary claims.

14.7. **Notices.** Any notice delivered by Company to you under this Agreement will be delivered by email to the email address associated with your account or by posting on the portal available to you on the Get Notarized Services. Any notice delivered by you to Company under this Agreement will be delivered by contacting Company at support@getnotarized.com in the "Contact Us" section. Additional Territory-specific notices may be required from time to time.

## 15. **Governing Law; Arbitration**

15.1. The choice of law provisions contained in this Section 15.1 do not apply to the arbitration clause contained in Section 15.3, such arbitration clause being governed by the Federal Arbitration Act. Accordingly, and except as otherwise stated in Section 15.3, the interpretation of this Agreement shall be governed by Utah law, without regard to the choice or conflicts of law provisions of any jurisdiction. Any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Get Notarized Services that are not subject to the arbitration clause contained in Section 15.3 shall be subject to the exclusive jurisdiction of the state and federal courts located in the City and County of Salt Lake City, Utah. However, neither the choice of law provision regarding the interpretation of this Agreement nor the forum selection provision is intended to create any other substantive right to non-Utahns to assert claims under Utah law whether that be by statute, common law, or otherwise. These provisions, and except as otherwise provided in Section 15.3, are only intended to specify the use of Utah law to interpret this Agreement and the forum for disputes asserting a breach of this Agreement, and these provisions shall not be interpreted as generally extending Utah law to you if you do not otherwise reside or provide services in Utah. The foregoing choice of law and forum selection provisions do not apply to the arbitration clause in Section 15.3 or to any arbitrable disputes as defined therein. Instead, as described in Section 15.3, the Federal Arbitration Act shall apply to any such disputes. The failure of Company to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Company in writing.

15.2. Other than disputes regarding the intellectual property rights of the parties and other claims identified in Section 15.3.ii, any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Get Notarized Services shall be subject to arbitration pursuant to Section 15.3.

### 15.3. **Arbitration Provision**

#### Important Note Regarding this Arbitration Provision:

- Except as provided below, arbitration does not limit or affect the legal claims you may bring against the Company. Agreeing to arbitration only affects where any such claims may be brought and how they will be resolved.
- Arbitration is a process of private dispute resolution that does not involve the civil courts, a civil judge, or a jury. Instead, the parties' dispute is decided by a private

arbitrator selected by the parties using the process set forth herein. Other arbitration rules and procedures are also set forth herein.

- Unless the law requires otherwise, as determined by the Arbitrator based upon the circumstances presented, you will be required to split the cost of any arbitration with the Company.
- **IMPORTANT:** This Arbitration Provision will require you to resolve any claim that you may have against the Company on an individual basis, except as provided below, pursuant to the terms of the Agreement unless you choose to opt out of the Arbitration Provision. Except as provided below, this provision will preclude you from bringing any class, collective, or representative action (other than actions under the Private Attorneys General Act of 2004 (“PAGA”), California Labor Code § 2698 et seq. (“PAGA”)) against the Company, and also precludes you from participating in or recovering relief under any current or future class, collective, or representative (non-PAGA) action brought against the Company by someone else.
  - ***Cases may have been filed against Company and may be filed in the future involving claims by users of the Notarization Services and Notary App, including by other notaries. You should assume that there are now, and may be in the future, lawsuits against the Company alleging class, collective, and/or representative (non-PAGA) claims on your behalf, including but not limited to claims for tips, reimbursement of expenses, and employment status. Such claims, if successful, could result in some monetary recovery to you. (The mere existence of such class, collective, and/or representative lawsuits, however, does not mean that such lawsuits will ultimately succeed. But if you do agree to arbitration with the Company, you are agreeing in advance, except as otherwise provided, that you will not participate in and, therefore, will not seek to recover monetary or other relief under any such class, collective, and/or representative (non-PAGA) lawsuit, except as provided below.***
  - **However, as discussed above and except as provided below, if you agree to arbitration, you will not be precluded from bringing your claims against the Company in an individual arbitration proceeding. If successful on such claims, you could be awarded money or other relief by an arbitrator (subject to splitting the cost of arbitration as mentioned above).**

**WHETHER TO AGREE TO ARBITRATION IS AN IMPORTANT BUSINESS DECISION. IT IS YOUR DECISION TO MAKE, AND YOU SHOULD NOT RELY SOLELY UPON THE INFORMATION PROVIDED IN THIS AGREEMENT AS IT IS NOT INTENDED TO CONTAIN A COMPLETE EXPLANATION OF THE CONSEQUENCES OF ARBITRATION. YOU SHOULD TAKE REASONABLE STEPS TO CONDUCT FURTHER RESEARCH AND TO CONSULT WITH OTHERS — INCLUDING BUT NOT LIMITED TO AN ATTORNEY — REGARDING THE CONSEQUENCES OF YOUR DECISION, JUST AS YOU WOULD WHEN MAKING ANY OTHER IMPORTANT BUSINESS OR LIFE DECISION.**

- i. How This Arbitration Provision Applies.

This Arbitration Provision is governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq. (the “FAA”) and evidences a transaction involving interstate commerce. This Arbitration Provision applies to any dispute arising out of or related to this Agreement or termination of the Agreement and survives after the Agreement terminates. Nothing contained in this Arbitration Provision shall be construed to prevent or excuse you from utilizing any informal procedure for resolution of complaints established in this Agreement (if any), and this Arbitration Provision is not intended to be a substitute for the utilization of such procedures.

**Except as it otherwise provides, this Arbitration Provision is intended to apply to the resolution of disputes that otherwise would be resolved in a court of law or before any forum other than arbitration, with the exception of proceedings that must be exhausted under applicable law before pursuing a claim in a court of law or in any forum other than arbitration. Except as it otherwise provides, this Arbitration Provision requires all such disputes to be resolved only by an arbitrator through final and binding arbitration on an individual basis only and not by way of court or jury trial, or by way of class, collective, or representative action.**

Except as provided in Section 15.3(v), below, regarding the Class Action Waiver, such disputes include without limitation disputes arising out of or relating to interpretation or application of this Arbitration Provision, including the enforceability, revocability or validity of the Arbitration Provision or any portion of the Arbitration Provision. All such matters shall be decided by an Arbitrator and not by a court or judge. However, as set forth below, the preceding sentences shall not apply to disputes relating to the interpretation or application of the Class Action Waiver or PAGA Waiver below, including their enforceability, revocability or validity.

Except as it otherwise provides, this Arbitration Provision also applies, without limitation, to all disputes between You and the Company, as well as all disputes between You and the Company’s fiduciaries, administrators, affiliates, subsidiaries, parents, and all successors and assigns of any of them, including but not limited to any disputes arising out of or related to this Agreement and disputes arising out of or related to your relationship with the Company, including termination of the relationship. This Arbitration Provision also applies, without limitation, to disputes regarding any city, county, state or federal wage-hour law, trade secrets, unfair competition, compensation, breaks and rest periods, expense reimbursement, termination, harassment and claims arising under the Uniform Trade Secrets Act, Civil Rights Act of 1964, Americans With Disabilities Act, Age Discrimination in Employment Act, Family Medical Leave Act, Fair Labor Standards Act, Employee Retirement Income Security Act (except for individual claims for employee benefits under any benefit plan sponsored by the Company and covered by the Employee Retirement Income Security Act of 1974 or funded by insurance), Genetic Information Non-Discrimination Act, and state statutes, if any, addressing the same or similar subject matters, and all other similar federal and state statutory and common law claims. This Agreement is intended to require arbitration of every claim or dispute that lawfully can be arbitrated, except for those claims and disputes which by the terms of this Agreement are expressly excluded from the Arbitration Provision.

ii. Limitations On How This Agreement Applies.

The disputes and claims set forth below shall not be subject to arbitration and the requirement to arbitrate set forth in this Arbitration Provision shall not apply:

A representative action brought on behalf of others under the Private Attorneys General Act of 2004 ("PAGA"), California Labor Code § 2698 et seq., to the extent waiver of such a claim is deemed unenforceable by a court of competent jurisdiction;

Claims for workers compensation, state disability insurance and unemployment insurance benefits;

Regardless of any other terms of this Agreement, nothing prevents you from making a report to or filing a claim or charge with the Equal Employment Opportunity Commission, U.S. Department of Labor, Securities Exchange Commission, National Labor Relations Board, or Office of Federal Contract Compliance Programs, and nothing in this Agreement or Arbitration Provision prevents the investigation by a government agency of any report, claim or charge otherwise covered by this Arbitration Provision. Nothing in this Arbitration Provision shall be deemed to preclude or excuse a party from bringing an administrative claim before any agency in order to fulfill the party's obligation to exhaust administrative remedies before making a claim in arbitration;

Disputes that may not be subject to a predispute arbitration agreement pursuant to applicable Federal law or Executive Order are excluded from the coverage of this Arbitration Provision;

Disputes regarding your, the Company's intellectual property rights;

This Arbitration Provision shall not be construed to require the arbitration of any claims against a contractor that may not be the subject of a mandatory arbitration agreement as provided by section 8116 of the Department of Defense ("DoD") Appropriations Act for Fiscal Year 2010 (Pub. L. 111-118), section 8102 of the Department of Defense ("DoD") Appropriations Act for Fiscal Year 2011 (Pub. L. 112- 10, Division A), and their implementing regulations, or any successor DoD appropriations act addressing the arbitrability of claims.

iii. Selecting The Arbitrator and Location of the Arbitration.

The Arbitrator shall be selected by mutual agreement of the Company and you. Unless you and the Company mutually agree otherwise, the Arbitrator shall be an attorney licensed to practice in the location where the arbitration proceeding will be conducted or a retired federal or state judicial officer who presided in the jurisdiction where the arbitration will be conducted. If the Parties cannot agree on an Arbitrator, then an arbitrator will be selected using the alternate strike method from a list of five (5) neutral arbitrators provided by JAMS (Judicial Arbitration & Mediation Services). You will have the option of making the first strike. If a JAMS arbitrator is used, then the JAMS Streamlined Arbitration Rules & Procedures rules will apply; however, if there is a conflict between the JAMS Rules and this Agreement, this Agreement shall govern. Those rules are available here: <http://www.jamsadr.com/rules-streamlined-arbitration/>

The location of the arbitration proceeding shall be in Salt Lake City, Utah, unless each party to the arbitration agrees in writing otherwise.

iv. Starting The Arbitration.



All claims in arbitration are subject to the same statutes of limitation that would apply in court. The party bringing the claim must demand arbitration in writing and deliver the written demand by hand or first class mail to the other party within the applicable statute of limitations period. The demand for arbitration shall include identification of the Parties, a statement of the legal and factual basis of the claim(s), and a specification of the remedy sought. Any demand for arbitration made to the Company shall be provided to 6975 S. Union Park Ave Ste 600 Midvale, UT 84047. The arbitrator shall resolve all disputes regarding the timeliness or propriety of the demand for arbitration. A party may apply to a court of competent jurisdiction for temporary or preliminary injunctive relief in connection with an arbitrable controversy, but only upon the ground that the award to which that party may be entitled may be rendered ineffectual without such provisional relief.

v. How Arbitration Proceedings Are Conducted.

In arbitration, the Parties will have the right to conduct adequate civil discovery, bring dispositive motions, and present witnesses and evidence as needed to present their cases and defenses, and any disputes in this regard shall be resolved by the Arbitrator.

**You and the Company agree to resolve any dispute that is in arbitration on an individual basis only, and not on a class, collective action, or representative basis (“Class Action Waiver”). The Arbitrator shall have no authority to consider or resolve any claim or issue any relief on any basis other than an individual basis. The Arbitrator shall have no authority to consider or resolve any claim or issue any relief on a class, collective, or representative basis.** Notwithstanding any other provision of this Agreement, the Arbitration Provision or the JAMS Streamlined Arbitration Rules & Procedures, disputes regarding the enforceability, revocability or validity of the Class Action Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator. In any case in which (1) the dispute is filed as a class, collective, or representative action and (2) there is a final judicial determination that all or part of the Class Action Waiver unenforceable, the class, collective, and/or representative action to that extent must be litigated in a civil court of competent jurisdiction, but the portion of the Class Action Waiver that is enforceable shall be enforced in arbitration.

While the Company will not take any retaliatory action in response to any exercise of rights you may have under Section 7 of the National Labor Relations Act, if any, the Company shall not be precluded from moving to enforce its rights under the FAA to compel arbitration on the terms and conditions set forth in this Agreement.

**Private Attorneys General Act.**

Notwithstanding any other provision of this Agreement or the Arbitration Provision, to the extent permitted by law, (1) **You and Company agree not to bring a representative action on behalf of others under the Private Attorneys General Act of 2004 (“PAGA”), California Labor Code § 2698 et seq., in any court or in arbitration,** and (2) for any claim brought on a private attorney general basis—i.e., where you are seeking to pursue a claim on behalf of a government entity—both you and Company agree that any such dispute shall be resolved in arbitration on an individual basis only (i.e., to resolve whether you have personally been aggrieved or subject to any violations of law), and that such an action may not be used to resolve the claims or rights of other individuals in a single or collective proceeding (i.e., to

resolve whether other individuals have been aggrieved or subject to any violations of law) (“PAGA Waiver”). Notwithstanding any other provision of this Agreement or the Arbitration Provision, the validity of the PAGA Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator. If any provision of the PAGA Waiver is found to be unenforceable or unlawful for any reason, (1) the unenforceable provision shall be severed from this Agreement; (2) severance of the unenforceable provision shall have no impact whatsoever on the Arbitration Provision or the Parties’ attempt to arbitrate any remaining claims on an individual basis pursuant to the Arbitration Provision; and (3) any representative action brought under PAGA on behalf of others must be litigated in a civil court of competent jurisdiction and not in arbitration. To the extent that there are any claims to be litigated in a civil court of competent jurisdiction because a civil court of competent jurisdiction determines that the PAGA Waiver is unenforceable with respect to those claims, the Parties agree that litigation of those claims shall be stayed pending the outcome of any individual claims in arbitration.

vi. Paying For The Arbitration.

Each party will pay the fees for his, her or its own attorneys, subject to any remedies to which that party may later be entitled under applicable law (i.e., a party prevails on a claim that provides for the award of reasonable attorney fees to the prevailing party). In all cases where required by law, the Company will pay the Arbitrator's and arbitration fees. If under applicable law the Company is not required to pay all of the Arbitrator’s and/or arbitration fees, such fee(s) will be apportioned equally between the parties or as otherwise required by applicable law. However, you will not be required to bear any type of fee or expense that you would not be required to bear if you had filed the action in a court of law.

vii. The Arbitration Hearing And Award.

The Parties will arbitrate their dispute before the Arbitrator, who shall confer with the Parties regarding the conduct of the hearing and resolve any disputes the Parties may have in that regard. Within 30 days of the close of the arbitration hearing, or within a longer period of time as agreed to by the Parties or as ordered by the Arbitrator, any party will have the right to prepare, serve on the other party and file with the Arbitrator a brief. The Arbitrator may award any party any remedy to which that party is entitled under applicable law, but such remedies shall be limited to those that would be available to a party in his or her individual capacity in a court of law for the claims presented to and decided by the Arbitrator, and no remedies that otherwise would be available to an individual in a court of law will be forfeited by virtue of this Arbitration Provision. The Arbitrator will issue a decision or award in writing, stating the essential findings of fact and conclusions of law. A court of competent jurisdiction shall have the authority to enter a judgment upon the award made pursuant to the arbitration. The Arbitrator shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected on appeal to a court of competent jurisdiction for any such error.

viii. Your Right To Opt Out Of Arbitration.

**Arbitration is not a mandatory condition of your contractual relationship with the Company. If you do not want to be subject to this Arbitration Provision, you may opt out of this Arbitration Provision by notifying the Company in writing of your desire to opt out of**

**this Arbitration Provision, either by (1) sending, within 30 days of the date this Agreement is executed by you, electronic mail to [support@getnotarized.com](mailto:support@getnotarized.com), stating your name and intent to opt out of the Arbitration Provision or (2) by sending a letter by U.S. Mail, or by any nationally recognized delivery service (e.g, UPS, Federal Express, etc.), or by hand delivery to: 6975 S. Union Park Ave Ste 600 Midvale, UT 84047.**

**In order to be effective, the letter under option (2) must clearly indicate your intent to opt out of this Arbitration Provision, and must be dated and signed. The envelope containing the signed letter must be received (if delivered by hand) or post-marked within 30 days of the date this Agreement is executed by you. Your opting out of this Arbitration Provision, whether sent by (1) or (2), will be filed with a copy of this Agreement and maintained by the Company. Should you not opt out of this Arbitration Provision within the 30-day period, you and the Company shall be bound by the terms of this Arbitration Provision. You have the right to consult with counsel of your choice concerning this Arbitration Provision. You understand that you will not be subject to retaliation if you exercise your right to assert claims or opt-out of coverage under this Arbitration Provision.**

- ix. Full and Complete Agreement Related to Formal Resolution of Disputes; Enforcement Of This Agreement.

This Arbitration Provision is the full and complete agreement relating to the formal resolution of disputes arising out of this Agreement. Except as stated in subsection v, above, in the event any portion of this Arbitration Provision is deemed unenforceable, the remainder of this Arbitration Provision will be enforceable.

By clicking “I accept”, or checking any checkbox indicating your acceptance of the terms, you expressly acknowledge that you have read, understood, and taken steps to thoughtfully consider the consequences of this Agreement, that you agree to be bound by the terms and conditions of the Agreement, and that you are legally competent to enter into this Agreement with Company.