THESE TERMS INCLUDE LIMITATIONS ON SNAPDOCS' LIABILITY AND YOUR AVAILABLE REMEDIES IF WE EVER HAVE A LEGAL DISPUTE. THIS INCLUDES A MANDATORY ARBITRATION CLAUSE AND CLASS ACTION WAIVER, WHICH MEANS WE AGREE TO HAVE DISPUTES RESOLVED ON AN INDIVIDUAL BASIS BY A NEUTRAL ARBITRATOR RATHER THAN BY A JUDGE OR JURY IN COURT (THOUGH THE AGREEMENT STILL ALLOWS SMALL COURT CLAIMS). PLEASE SEE SECTION 20 BELOW FOR MORE INFORMATION.

Snapdocs User Terms of Use

Welcome to Snapdocs

These Terms of Use ("**Terms**") govern Your use of the websites, platform, and services operated by Snapdocs, Inc., together with its wholly owned subsidiary Snapdocs Technologies LLC (formerly Pactima Inc.) and related affiliates (collectively, "**Snapdocs**," "**we**," "**us**," or "**our**").

Our websites include www.snapdocs.com and pactima.com (collectively, the "**Websites**"). Our online platform — including our eClose and remote notarization/eSign/in-person electronic notarization platform and any related resources — is referred to as the "**Platform**." Together, the Websites and Platform make up the "**Services**."

Who These Terms Apply To

These Terms apply to everyone who uses the Services ("**You**," "**Your**," or "**User**"), including Subscribing Customers and their personnel, Signers, Participants, Consumer Customers, and Notaries, each as described in Section 2. If You accept these Terms on behalf of an entity, You represent that You have authority to bind that entity, and "You" includes that entity.

-

By using the Services, You confirm that You have read and agree to these Terms. If You are a Notary, You also agree to the Supplemental Notary Terms below.

You also agree to Snapdocs' Acceptable Use Policy (below) and Privacy Policy.

Legally Binding Agreement

These Terms — including the Supplemental Notary Terms, Acceptable Use Policy and Privacy Policy — constitute a legally binding agreement between You and Snapdocs. If You do not agree to these Terms, You must stop using the Services immediately.

No Third-Party Rights

These Terms do not create, and are not intended to create, any rights for third parties. Snapdocs expressly disclaims any intent to create third-party beneficiary rights under these Terms, the Supplemental Notary Terms, or its Acceptable Use Policy and Privacy Policy.

Changes to These Terms

We may update these Terms from time to time. When we do, we will post the updated Terms on our Websites. If the changes are material, we will notify You as required by law.

If You do not agree with the updated Terms, You must stop using the Services. Updates take effect upon posting and apply going forward, unless we specify otherwise or as provided in the Mandatory Arbitration and Class Action Waiver section. Continued use of the Services after an update constitutes Your acceptance of the revised Terms.

Table of Contents

1. ELIGIBILITY
2. USERS AND SERVICES
3. USER GENERATED CONTENT
4. PLATFORM ACCESS
5. SNAPDOCS' RELATIONSHIP WITH NOTARIES
6. ARTIFICIAL INTELLIGENCE AND AUTOMATED PROCESSING
7. VERIFICATION AND COMMUNICATIONS
8. ESIGNING DOCUMENTS

9. REMOTE ONLINE NOTARIZATIONS & IN-PERSON ELECTRONIC NOTARIZATION (IPEN)
9A. IN-PERSON ELECTRONIC NOTARIZATION (IPEN)
10. BIOMETRIC INFORMATION
11. RETENTION OF REMOTE ONLINE NOTARIZATION INFORMATION
12. PRIVACY
13. NO WARRANTIES
14. GENERAL RELEASE FROM THIRD-PARTY CONDUCT, INCLUDING NOTARIES
15. LIMITATION OF LIABILITY
16. INDEMNIFICATION
17. THIRD PARTY SOFTWARE
18. OWNERSHIP & LICENSES
19. TERM & TERMINATION
20. MANDATORY ARBITRATION AND CLASS ACTION WAIVER
21. MISCELLANEOUS.

Supplemental Notary Terms

1. NOTARY ELIGIBILITY
2. RELATIONSHIP WITH SNAPDOCS
3. ACCOUNT REQUIREMENTS
4. VERIFICATION
5. FINANCIAL TERMS & FEES
6. NOTARY WARRANTIES AND COVENANTS
7. NOTARY POSTS
8. DISCLAIMER
9. LIMITATION OF LIABILITY FOR PAYMENT SERVICES
10. QUESTIONS

Snapdocs Acceptable Use Policy

****

1. ELIGIBILITY

To use the Services, You must be at least 18 years old, a U.S. resident, and legally capable of entering into a contract. If You are acting on behalf of another individual or entity, You represent and warrant that You have full legal

authority to do so — and may be required to provide evidence of that authority. If You do not meet these requirements, You are not permitted to use the Services. This includes anyone previously barred from the Services by Snapdocs, unless Snapdocs has expressly reauthorized access.

2. CUSTOMERS AND SERVICES

Users. Snapdocs provides the Services to several types of users (each, a "**User**"). The terms that apply to You depend on the capacity in which You use the Services. If You use the Services in more than one capacity, the terms for each capacity apply to Your use in that capacity.

- *Subscribing Customers*. Lenders, title companies, escrow companies, signing services, and other entities that subscribe to the Services under a separately negotiated agreement with Snapdocs (a "**Subscribing Customer Agreement**") to schedule, conduct, or manage loan closings, real estate closings, secondary market transactions, or other transactions ("**Subscribing Customers**"). References to a Subscribing Customer include its employees, agents, contractors, and other representatives authorized to use the Services on its behalf ("**Authorized Users**").
- *Signers*. Individuals who sign documents through the Platform in connection with a transaction managed by a Subscribing Customer, such as borrowers, guarantors, and non-borrowing spouses, including individuals signing on behalf of an entity ("**Signers**").
- *Participants*. Individuals and entities, other than Signers and employees of the Subscribing Customer, that monitor or facilitate a transaction through the Platform with the Subscribing Customer's permission, such as title and escrow companies, real estate agents, and attorneys ("**Participants**").
- *Consumer Customers*. Individuals who access the Platform directly, and not through a Subscribing Customer, to obtain RON Services or related Services for personal, family, or household purposes ("**Consumer Customers**" or "**Consumers**"). When a Consumer Customer signs documents through the Platform, references in these Terms to Signers also apply to that Consumer Customer.
- *Notaries*. Individuals who hold a notary commission issued by a U.S. state, including notary signing agents and, where state law allows,

attorneys authorized to perform notarial acts, who use the Platform to make their notarial services available to Subscribing Customers, Consumer Customers, and others, and to schedule, accept, and perform Signing Appointments ("**Notaries"**). Notaries are independent. A Notary may act individually or through a signing service or other notary service provider. They are not employees, agents, or contractors of Snapdocs. Every Notary is also bound by the Supplemental Notary Terms.

The Platform. The Platform includes the following products and features (each, a "**Product**"). Which Products are available to You depends on Your User type, any applicable Subscribing Customer Agreement, and applicable law.

- *eClose*. Snapdocs' digital closing product. It enables Subscribing Customers to invite Signers and Participants to schedule, prepare for, and participate in loan closings. Related features may include tools for creating, executing, and storing electronic documents and records, and configurable data-review and workflow tools. Those tools apply rules and parameters selected or approved by the Subscribing Customer and do not make any legal, regulatory, investor, or compliance determination.
- *Scheduling*. Tools that enable Subscribing Customers to schedule and manage Signing Appointments, including appointments that require notarial acts. This includes access to a directory of Notaries who have chosen to make their availability known through the Platform.
- *Notary Platform*. Tools that enable Notaries to create profiles, make their availability known, receive and accept Signing Appointments, and perform notarial acts in person, by in-person electronic notarization ("**IPEN**"), or by remote online notarization (RON), in each case where permitted by applicable law and the Notary's commission.
- *RON Services*. Tools that enable Signers to connect with Notaries and complete RON Sessions. Every notarial act performed in a RON Session is performed solely by the Notary.
- *eSign*. Tools that enable Users to sign documents electronically through the Platform.

Snapdocs' Role.

- *Technology Provider Only*. Snapdocs provides the Services solely as a technology provider. Snapdocs is not a notary, lender, creditor, loan originator, settlement agent, closing agent, escrow agent, or title insurer. Snapdocs is not a party to any loan, real estate transaction, or notarial act carried out through the Platform.
- *Notaries*. Each Notary is solely responsible for:
    - deciding whether to perform a notarial act;
    - verifying Signer identity as required by applicable law;
    - maintaining the Notary's commission, journal, and records; and
    - complying with all laws that apply to the Notary's notarial acts.
- *No Legal or Compliance Advice*. Snapdocs does not provide legal, regulatory, investor, or compliance advice. Platform features, templates, rules, alerts, and outputs, including eEligibility and quality control results, are tools only. Each User remains solely responsible for its own compliance with applicable law and with investor, GSE, and other program requirements. Snapdocs does not represent that use of the Services will satisfy any such requirement.
- *Transactions Managed by Subscribing Customers*. If You use the Platform through or at the invitation of a Subscribing Customer, Your use is also subject to that Subscribing Customer's requirements, and Snapdocs processes the transaction on the Subscribing Customer's instructions. Questions about Your loan or transaction should be directed to the Subscribing Customer.

Additional Definitions. For purposes of these Terms:

- "**RON Services**" means the remote online notarization technology made available through the Platform. It may include scheduling tools, audio-visual session capability, identity proofing and credential analysis tools (which may be provided by third-party vendors), tamper-evident sealing, audit trail generation, session recording storage, and payment processing through third-party payment processors.
- "**RON Session**" means a single audio-visual session conducted through the Platform between a Notary and one or more Signers, regardless of the number of documents or notarial acts.
- **"IPEN Services**" means the in-person electronic notarization technology made available through the Platform. It lets a Notary electronically notarize electronic documents for a Signer who physically appears before the Notary. It may include electronic signing, tools to

complete electronic notarial certificates and apply electronic seals, tamper-evident sealing, audit trails, electronic journal tools and, where enabled, identity verification tools, which may be provided by third-party vendors.

- "**Co-Signer**" means any Signer other than the primary Signer who participates in the same RON Session.
- "**Signing Appointment**" means a scheduled appointment, in person or remote, at which a Notary performs or facilitates notarial acts or the signing of documents.

Other Agreements. If a provision of these Terms conflicts with a provision of:

- a Subscribing Customer Agreement, the conflicting provision of the Subscribing Customer Agreement controls as between Snapdocs and that Subscribing Customer; or
- the Supplemental Notary Terms, the conflicting provision of the Supplemental Notary Terms controls as to the Notary's use of the Services.

The controlling provision applies only to the extent of the conflict. All other provisions of each agreement remain in full force and effect. If a matter is addressed in only one agreement, that is not a conflict.

Fees. Fees payable by Subscribing Customers are governed by their Subscribing Customer Agreements. Fees payable by Consumer Customers ("**Consumer Fees**") are governed by Section 9.

Except for fees set out in a Subscribing Customer Agreement, which may be changed only as that agreement provides, and Consumer Fees, which are governed by Section 9, Snapdocs may begin charging for, or change the price of, any part of the Services, including Services used by Notaries, by giving at least 30 days' notice by email or by posting on the Platform. A new or changed fee does not apply to any transaction or Signing Appointment scheduled before it takes effect. If You continue to use the affected Services after the change takes effect, You accept the new or changed fee. If You do not agree, You must stop using the affected Services.

Changes to the Services. Snapdocs may modify, update, suspend, or discontinue any part of the Services at any time. If a Subscribing Customer Agreement or the Supplemental Notary Terms require notice of a change, Snapdocs will give notice as that agreement requires.

3. USER GENERATED CONTENT

"**Document Data**" means data and other information taken from User Generated Content, such as, without limitation, any fees that You charge for mortgage related services contained in any documents that You upload in connection with the Services; provided such data is either aggregated or de-identified so that it does not identify individual users.

"**Lender Customers**" means Subscribing Customers that originate, fund, purchase, broker, or service residential mortgage loans, including any banks, credit unions, mortgage lenders, mortgage brokers, correspondents, investors, or other financial institutions involved in the mortgage lending lifecycle.

"**Performance Data**" means data and other information collected or created by Snapdocs that relates to the provision, use and performance of the Services, software and related systems and technologies by You. Such data may include, without limitation, information about the number of closes completed by a Subscribing Customer, scanback rates, upload times, or error rates in submitted documents, as applicable.

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

By accessing or using the Services, You acknowledge, agree, and represent as follows:

Responsibility and Risk. You are solely responsible for Your User Generated Content, including its accuracy and compliance with applicable law. You assume all risks associated with the use of Your UGC, including any third-party reliance on its completeness or any disclosure that renders You or a third party personally identifiable.

Sharing and Accessibility. You acknowledge that UGC submitted to the Platform may be accessed by or shared with relevant third parties (e.g., Signers, Subscribing Customers, Notaries, or other Participants) as necessary to facilitate the transaction.

Data Creation and Usage. Snapdocs may generate Performance Data and Document Data from Your UGC (including historical submissions) and based on your interaction with the Services. You agree that Performance Data may be shared with participants involved in the same transaction as necessary to perform the Services. Performance Data is aggregated or de-identified so that it does not identify individual users and is used by Snapdocs to operate and improve the Services and its other offerings. Performance Data and Document Data constitute Snapdocs' proprietary information and is not personal information subject to deletion requests under applicable law.

Performance Network and Benchmarking. Snapdocs may provide benchmarking and performance analytics services regarding title and settlement companies ("**Title Companies**") that utilize the Platform as a part of the Services (the "**Performance Network**") for the benefit of its Lender Customers. In providing the Services and in connection with the Performance Network, Snapdocs may collect and extract certain Performance Data and Document Data from the eClose platform about Title Companies, including: (i) operational performance metrics, such as document upload timelines, responsiveness to requests, and document accuracy or error rates and (ii) applicable fee, pricing, and other substantive data contained within closing documents (collectively, "**Benchmarking Data**").

- *Use of Benchmarking Data*: Notwithstanding anything to the contrary herein, You acknowledge and agree that Snapdocs may use Benchmarking Data about Title Companies to generate reports and analytics, which may be made available (i) on an identifiable basis to other Lender Customers and (ii) in aggregated or de-identified form to the public, including any current or future Snapdocs customers. Snapdocs shall not disclose any Benchmarking Data to any third party that includes the personal information of any individual employee or contractor of a Title Company or individual user.
- *Opt-Out Rights*: If You do not wish for Your Benchmarking Data to be displayed on an identifiable basis, You may opt out at any time by contacting Snapdocs at legal@snapdocs.com. An opt-out request will apply prospectively and will not require the removal or redaction of data already incorporated into published reports or provided to Lender Customers prior to Snapdocs' processing of Your opt-out request.

UGC Compliance and Monitoring. You represent and warrant that all UGC complies with our Acceptable Use Policy. You acknowledge that Snapdocs has the right (but not the obligation) to review, monitor, and edit UGC to: (i) operate, improve, and secure the Platform (including for fraud prevention, risk assessment, and analytics); (ii) ensure Your compliance with these Terms; and (iii) comply with applicable law, court orders, or government requests.

Authority and Third-Party Rights. You represent and warrant that You possess the full power and authority to submit UGC to the Services and that You have all necessary rights, consents, and authorizations as may be required for Snapdocs to process UGC as described in this Agreement. You further warrant that Your provision of such data does not violate any law or third-party obligations, including confidentiality, privacy, or intellectual property rights.

Legal Disclaimer. You acknowledge that Snapdocs is not a law firm and does not provide legal advice. Any information provided by Snapdocs regarding electronic signatures, notarization, or closings is for general informational purposes only and does not constitute legal advice.

Data Storage and Backup. You are solely responsible for creating backup copies of Your UGC. Snapdocs assumes no liability for the deletion, security, or failure to store, transmit, or receive any UGC or related communications (including scheduling alerts). Following the termination or deactivation of your account, Snapdocs may retain Your UGC for a commercially reasonable time for backup, archival, audit purposes. In addition, we reserve the right to retain such content as necessary to (i) comply with applicable law and our Subscribing Customer Agreements, (ii) resolve disputes, and (iii) enforce any other legal agreements as well as our rights under these Terms of Use.

Transactions via Subscribing Customers. When a transaction is facilitated through a Subscribing Customer (e.g., a lender or title company), that entity may request and use Your UGC. In such instances, You agree that the Subscribing Customer—and not Snapdocs—is solely responsible for: (i) informing You of their specific policies, practices, or settings that affect Your UGC; (ii) obtaining all necessary rights, permissions, and consents for the lawful processing of Your UGC; and (iii) responding to and resolving any disputes related to Your UGC or their use of the Platform.

Right to Monitor and Remove. Snapdocs reserves the right, in its sole discretion, to pre-screen, refuse, or remove any UGC without prior notice. However, You acknowledge that Snapdocs has no obligation to monitor or edit UGC and assumes no responsibility or liability for the accuracy, legality, or content of any information provided by You or other users.

4. PLATFORM ACCESS

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

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

Audit Trails. You acknowledge and agree that Snapdocs may create an audit trail on Your transactions and activity on our Platform and/or Website. In addition, audit trails generated by Snapdocs are created in a format consistent with industry practice for electronic signature and notarization platforms. Whether any audit trail generated by Snapdocs is admissible in a particular proceeding, or is sufficient for any regulatory or legal purpose, is determined by applicable law and the circumstances of that proceeding. Snapdocs makes no warranty that any audit trail will be deemed admissible or legally sufficient in any specific context.

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

5. SNAPDOCS' RELATIONSHIP WITH NOTARIES

Platform Role. Snapdocs provides a platform where Subscribing Customers, Consumer Customers and others can find, communicate with and engage Notaries, and where payments to Notaries can be processed. In every case, the notarial act is performed solely by the commissioned Notary, who alone is responsible for it. That responsibility includes determining each signer's identity and willingness to sign, and whether a document may be notarized.

Independent Notaries. Notaries are independent service providers. They are not employees, agents, contractors, joint venturers or representatives of Snapdocs, and they have no authority to bind Snapdocs. When anyone engages a Notary, the engagement is a direct agreement between them. Snapdocs is not a party to it, and the Notary performs services solely for the party requesting them. Snapdocs is not an employment service.

What Snapdocs Does Not Do. Snapdocs does not:

- supervise, direct or control the manner or means by which a Notary performs any notarial act or signing service;
- control the quality, safety or legality of any notary services;
- set a Notary's hours, location or availability, or require a Notary to accept any Signing Appointment;
-
- provide training, equipment or materials, except as needed to use the Platform or as required by law;
- rate Notaries (ratings on a Notary's profile come solely from Users and Subscribing Customers and their interactions with Notaries, though Snapdocs may weight or process them algorithmically); or
- endorse any Notary.

No Duty to Monitor. Snapdocs has no obligation to monitor, verify or enforce any Notary's compliance with applicable law, commission requirements or professional standards. That responsibility rests solely with the Notary, including for any witnesses or other persons the Notary engages.

Snapdocs may take actions such as credential review, the "Snapdocs Verified" designation, ratings, quality-control review, informational guidance, communications or account actions. If Snapdocs' takes these actions, it takes them at its discretion, for its own platform purposes or at a Subscribing Customer's direction. None of these actions creates a duty to any person or

any responsibility for a Notary's conduct. Nothing in these Terms limits obligations imposed directly on Snapdocs by applicable law.

Notary Eligibility. Snapdocs may set and change objective eligibility requirements for access to the Platform or to particular Services, including RON Sessions, by posting them on the Platform. Examples include commissions, authorizations, bonds, insurance and background checks. A Notary who does not meet the requirements for a Service may not use that Service. Eligibility requirements concern only a Notary's credentials and qualifications, not the manner or means of performing any notarial act. They are not supervision of any Notary, a guarantee of any Notary's qualifications or performance, or a promise to review or monitor any Notary. Suspension and termination of a Notary's Account are governed solely by the Supplemental Notary Terms.

"Snapdocs Verified." A Notary may apply for a "Snapdocs Verified" designation by submitting credentials. These may include, where applicable, notary commissions, background check reports, E&O insurance policies, government-issued identification, title producer licenses (TIPIC) and bonds. The designation means only that, when Snapdocs reviewed the submitted documents, they met Snapdocs' platform requirements. It is not an endorsement, a certification of competency, supervision, or a guarantee of any Notary's performance, conduct or legal compliance. Whether to require a Snapdocs Verified Notary is solely the customer's decision. These Terms and the Supplemental Notary Terms apply equally to all Notaries, whether or not they are Snapdocs Verified.

Customer Responsibility for Credentials. EXCEPT AS PROVIDED IN A SIGNED WRITTEN AGREEMENT WITH SNAPDOCS, EACH SUBSCRIBING CUSTOMER IS SOLELY RESPONSIBLE FOR CONFIRMING THAT ANY NOTARY IT ENGAGES HOLDS VALID AND CURRENT CREDENTIALS AT THE TIME OF THE TRANSACTION. SNAPDOCS DOES NOT VERIFY NOTARY CREDENTIALS ON A TRANSACTION-BY-TRANSACTION BASIS.

Disclaimer of Liability for Notaries. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SNAPDOCS IS NOT LIABLE FOR, AND DISCLAIMS, ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING PERSONAL INJURY, PROPERTY DAMAGE, ECONOMIC LOSS AND CONSEQUENTIAL DAMAGES) ARISING OUT OF OR RELATING TO:

(i) ANY AGREEMENT, INTERACTION OR TRANSACTION BETWEEN A NOTARY (OR ANY WITNESS THE NOTARY PROVIDES) AND ANY SUBSCRIBING CUSTOMER, CONSUMER CUSTOMER OR SIGNER;

(ii) ANY SERVICES PERFORMED OR NOT PERFORMED BY A NOTARY; OR

(iii) ANY ACT, OMISSION, MISCONDUCT, NEGLIGENCE OR VIOLATION OF LAW BY A NOTARY.

THIS DISCLAIMER DOES NOT APPLY TO SNAPDOCS' EXPRESS PAYMENT-FACILITATION OBLIGATIONS UNDER THESE TERMS.

6. ARTIFICIAL INTELLIGENCE AND AUTOMATED PROCESSING

By using the Services, You acknowledge and consent to Snapdocs' use of AI Technologies as described in this section.

Use of AI in the Services. Snapdocs uses artificial intelligence, machine learning, and automated processing technologies (collectively, "**AI Technologies**") in connection with delivering and improving the Services. AI Technologies may be used to assist with, among other things: document processing and review, identity verification, fraud detection, scheduling and operational workflows, performance analytics, and the generation of Performance Data, Aggregated Data and related reports.

You acknowledge that certain features or outputs of the Services may be generated or influenced by AI Technologies, and that such outputs are provided for informational and operational purposes only. AI-assisted outputs may be probabilistic in nature and may not be error-free, complete, or current. Such outputs do not constitute legal, financial, notarial, or other professional advice of any kind, and Snapdocs makes no representation or warranty regarding their accuracy, reliability, or suitability for any particular purpose. You must evaluate outputs for accuracy and appropriateness for your desired use before using or sharing the outputs.

Snapdocs does not use AI Technologies to make solely automated decisions that have legal or similarly significant effects without appropriate human review.

No AI Involvement in Notarial Acts. Notwithstanding the foregoing, AI Technologies do not perform, and are not a substitute for, the notarial act

itself. All notarial acts are performed solely by a commissioned Notary in accordance with applicable law. To the extent AI Technologies are used in connection with notarial services — including identity verification or document preparation — they serve only as assistive tools and do not replace the Notary's independent judgment or legal obligations.

Third-Party AI Tools. Snapdocs may integrate or use third-party AI tools or services in delivering the Services. Snapdocs contractually restricts them from using data processed through the Services for their own independent model training or product development. Snapdocs is not responsible for the performance, accuracy, or data practices of such third-party providers, except as set forth in these terms of us or as required by applicable law.

Limitations on AI Reliance. You agree not to rely solely on AI-generated outputs from the Services or use the outputs as a substitute for professional advice. Where the Services provide AI-assisted recommendations, flags, or analytics, You retain sole responsibility for any decisions made on the basis of such outputs. You may not use any output relating to a person for any purpose that could have a legal or material impact on that person, such as making credit, educational, employment, housing, insurance, legal, medical, or other important decisions about them without appropriate human review. Snapdocs shall have no liability for any loss or damage arising from Your or any third party’s reliance on AI-generated outputs.

7. VERIFICATION AND COMMUNICATIONS

Identity Verification. You authorize Snapdocs, directly or through third parties, to make any inquiries we consider necessary to verify Your identity or prevent fraud. This may include requesting a government-issued ID (such as a driver's license or passport), a photograph, biometric data, Your date of birth, or other information, as well as requiring You to confirm ownership of Your email address or other accounts.

Verification of Your Signature. You authorize Snapdocs, directly or through third parties, to verify that a signature belongs to You using Your personal information, including login credentials, email verification, and IP address.

Disclaimer of Identity Verification Obligations. Snapdocs is not required to confirm or attempt to confirm the identity of any User, Subscribing Customer, or Notary, and makes no warranties or guarantees as to the

identity of any person using the Services, except that, for certain Services, Snapdocs may provide identity proofing, credential analysis, authentication, or related technology required by applicable law.

For RON Services, Snapdocs selects identity proofing and credential analysis methods designed to meet the requirements of the Notary's commissioning state or as required by a Subscribing Customer. Successful completion of identity proofing does not guarantee that any signer's identity has been conclusively established. The determination of a signer's identity for purposes of a notarial act remains the responsibility of the commissioned Notary. Snapdocs also offers the limited credential check available to Notaries who apply to be "Snapdocs Verified" (see Section 4). Snapdocs does not endorse any person or entity that uses or registers for the Services.

SMS Text Messaging. If You opt in to receive SMS text updates regarding Your account or transactions, the following terms apply.

Upon opting in, You will receive a confirmation message. Message and data rates may apply. Text HELP for assistance or STOP to cancel at any time. After texting STOP, You will receive a final confirmation and will receive no further messages. To re-enroll, sign up again as You did originally.

Participating carriers include: AT&T, Verizon Wireless, Sprint, T-Mobile, U.S. Cellular, Boost Mobile, MetroPCS, Virgin Mobile, Alaska Communications Systems (ACS), Appalachian Wireless, Bluegrass Cellular, Cellular One of East Central IL, Cellular One of Northeast Pennsylvania, Cricket, Coral Wireless (Mobi PCS), COX, Cross, Element Mobile (Flat Wireless), Epic Touch (Elkhart Telephone), GCI, Golden State, Hawkeye (Chat Mobility), Hawkeye (NW Missouri), Illinois Valley Cellular, Inland Cellular, Iowa Wireless, Keystone Wireless, Mosaic (Consolidated or CTC Telecom), Nex-Tech Wireless, NTelos, Panhandle Communications, Pioneer, Plateau (Texas RSA 3 Ltd), Revol, RINA, Simmetry (TMP Corporation), Thumb Cellular, Union Wireless, United Wireless, Viaero Wireless, and West Central (WCC or 5 Star Wireless). Carriers are not liable for delayed or undelivered messages.

Communications with Third Parties. Subscribing Customers and Notaries acknowledge that any calls, texts, emails, or other communications they initiate to consumers or other individuals are made solely on their own behalf. Snapdocs does not direct, control, or initiate such communications and is not a party to any related interactions. Subscribing Customers and Notaries —

not Snapdocs — control the content, timing, and recipients of all such communications made through the platform.

Subscribing Customers and Notaries are solely responsible for ensuring their communications comply with all applicable laws, including obtaining any required consent under the Telephone Consumer Protection Act ("**TCPA**") and related regulations. Snapdocs disclaims all liability arising from or relating to any such communications.

8. E-SIGNING DOCUMENTS

eSign Solution. Snapdocs may provide electronic signature services through the Platform, either on their own or within a RON Session (the "**eSign Solution"**). The eSign Solution is designed to support electronic signatures and records under the ESIGN Act and UETA.

Your Signature. You agree that any electronic signature applied through Your account or session is Your signature and reflects Your intent to sign. Before signing, You will review each document and confirm that You can access and read it.

Electronic Signing Is Optional, Except in RON & IPEN. You are not required to sign electronically. You may ask the party requesting Your signature for a paper alternative. A RON Session or IPEN transaction requires electronic signatures, so if You do not wish to sign electronically, do not use the RON Services or IPEN Services.

Consent to Transact Electronically.

Workflows initiated by others. Whoever initiates a signing workflow (a Subscribing Customer or any other User, the "**Initiator**") is solely responsible for obtaining and documenting any consent to transact electronically that ESIGN, UETA, or other law requires from each signer, and for handling any withdrawal of that consent. Snapdocs does not obtain this consent for the Initiator, and use of the eSign Solution is not evidence that it was obtained.

Workflows initiated by a Consumer Customer. If a Consumer Customer initiates the signing workflow, whether for eSign alone or a RON Session, Snapdocs will obtain each signer's consent to transact electronically before signing. Any consent required by the document's recipient or another party is between that party and the signers.

eSign Providers. When a third party eSign provider ("**eSign Provider**") is used, You may be presented with that provider's terms, disclosures, or consent to transact electronically. Those terms apply in addition to these Terms. If they conflict with these Terms, these Terms control as between You and Snapdocs. Snapdocs shares information with eSign Providers as needed to provide the eSign Solution, as described in our Privacy Policy. Audit trails, certificates of completion, and other signing records may be generated by Snapdocs or by an eSign Provider, and their format may differ depending on the technology used.

RON Sessions. When the eSign Solution is used in a RON Session or IPEN transaction, Section 9 & 9A also applies as applicable. The Notary's electronic signature and seal are applied solely by the Notary and remain the Notary's sole responsibility under applicable law.

No Warranty; Copies. Snapdocs makes no representation that any electronic signature, notarization, audit trail, or record will be valid, enforceable, admissible, or accepted by any recipient. Some documents are excluded from electronic signature laws (see Section 9). Executed documents remain available on the Platform only as described in Section 11, so download and keep Your own copies.

eNotes. If a Subscribing Customer uses the Platform to execute an electronic promissory note (an "**eNote**"), the creation, execution, registration, and storage of that eNote are governed by the Subscribing Customer Agreement. An executed eNote is intended to be a transferable record controlled by the lender or its assignee. There is no paper original, and any copy provided to a Signer is not the authoritative copy. Questions about an eNote should be directed to the applicable lender of Subscribing Customer.

eSign Solution Limitations. The eSign Solution is intended for use in connection with transactions governed by U.S. federal and state law. Snapdocs makes no representation or warranty that the eSign Services comply with the laws of any jurisdiction outside the United States or that electronic signatures will be valid or enforceable in any particular context.

The eSign Solution is not intended for, and is not warranted as suitable for, documents that require additional legal formalities or for which electronic signatures may be legally insufficient. Such documents may include:

- Wills, codicils, or testamentary trusts;

- Documents requiring notarization or witnessing before a public official, regardless of whether such services are obtained separately or through a third party;
- Negotiable instruments intended to be transferred in paper form;
- Real property transfer documents where applicable law requires wet-ink signatures or recording formalities incompatible with electronic signatures;
- Court filings governed by rules requiring physical signatures; or
- Any document expressly excluded from electronic signature laws under applicable statute.

This list is illustrative and not exhaustive. You are solely responsible for determining whether electronic execution is legally permissible and sufficient for any particular document or transaction, including under applicable non-U.S. law if use outside the United States is contemplated.

9. REMOTE ONLINE NOTARIZATIONS (RON)

This Section applies to the RON Services, including RON Services provided directly to Consumer Customers.

What Snapdocs Provides. Snapdocs provides technology for remote online notarization, including audio-visual sessions, identity proofing and credential analysis, tamper-evident sealing, and audit trails. Snapdocs does not perform notarial acts, provide legal advice, or review documents. It also does not determine whether a document may or should be notarized remotely, or whether any notarization is legally sufficient. The Notary alone performs each notarial act and decides whether to perform it (see Section 5 of the Terms).

Where RON May Be Used. RON Services are available only for notarial acts performed by a Notary commissioned in a U.S. state that authorizes remote online notarization, in compliance with that state's law at the time of the act. Each notarial act is governed by the law of the Notary's commissioning state. Requirements for identity verification, recording, journals, retention, and permissible notarial acts vary by state. Whether a remotely notarized document will be recognized in another state or country depends on that jurisdiction's law and the recipient's discretion; Snapdocs does not verify this. RON Services are not available in all jurisdictions or for all transaction types, and availability may change at any time.

Your Responsibilities. If You book or participate in a RON Session, You represent and agree that: (a) You are who You say You are and will complete identity proofing personally and truthfully; (b) You will accurately state Your physical location; (c) You are signing voluntarily, You understand the document, and no one off-camera is directing or communicating with You unless disclosed to the Notary; (d) You are solely responsible for the accuracy, legality, and content of each document You submit, for determining whether RON is permitted for Your transaction, and for confirming before the session that the intended recipient (for example, a court, county recorder, agency, or financial institution) will accept a remotely notarized document; and (e) if You book a session for another signer, You are authorized to do so, and each signer must separately accept these Terms and complete identity proofing. If You have questions about whether Your document may be remotely notarized or will be accepted, consult Your own legal counsel.

Session Consents and Requirements. Before each RON Session, each signer must affirmatively consent to (i) conducting the transaction and notarization electronically; (ii) audio-visual recording of the entire session; and (iii) collection of biometric information for identity proofing as described in Section 10. A session cannot proceed without these consents. You are responsible for having a working camera, microphone, and reliable internet connection, and for being in a setting where the Notary can clearly see, hear, and communicate with You. If a session is interrupted, the Notary may be required by law to end it and start a new notarial act.

Identity Verification. Snapdocs selects identity-proofing and credential-analysis methods designed to meet the requirements of the Notary's commissioning state or of a Subscribing Customer. Passing identity proofing does not mean a signer's identity has been conclusively established. The Notary decides whether each signer's identity has been satisfactorily established and may require additional identification.

Order Requirements. Order requirements for each RON Session, such as witnesses or attorney attendance, are set by the Subscribing Customer that initiated the order or, for orders booked directly, selected by the Consumer Customer. Snapdocs uses these requirements only to help match a Notary and configure the session. It does not determine whether they satisfy applicable law or the needs of any document or recipient. The Notary is responsible for ensuring that each notarial act complies with applicable law,

including any witness requirements, and for declining or stopping any act that cannot lawfully be completed.

Right to Decline. Snapdocs or the Notary may decline or stop any RON Session that either believes cannot be lawfully or appropriately completed through the Platform, including because of document type, intended use, recipient requirements, applicable law, or suspected fraud. Snapdocs has no duty to review any request for this purpose. If Snapdocs declines a paid Consumer Customer session before it begins, Snapdocs will refund the Consumer Fees for that session.

Document Integrity. When a notarial act is completed, the Platform applies tamper-evident technology designed to make later changes detectable. The Notary's electronic signature and seal belong to the Notary and are applied by the Notary.

RON Records. Retention of, access to, and use of RON Records are governed by Section 11.

Consumer Fees. For Consumer Customers, before You confirm a RON Session, Snapdocs will show You the total price, plus applicable taxes (collectively, "**Consumer Fees**"). The price is itemized to show (i) the Notary's fee, which belongs to the Notary and is subject to the law of the Notary's commissioning state, and (ii) Snapdocs' platform fee. Consumer Fees are payable when You confirm. Snapdocs collects the Notary's fee solely as the Notary's limited payment collection agent, and payment to Snapdocs satisfies Your obligation to the Notary. Additional fees, such as for a restarted session, apply only where permitted by law and disclosed to You in advance. Snapdocs may change Consumer Fees prospectively; changes do not apply to confirmed RON Sessions.

Cancellations and No-Shows. Refunds for cancellations are governed by the cancellation policy shown at booking. If You fail to attend a scheduled session, fail to complete required identity verification steps, or are unable to complete the session for reasons within Your control, You may forfeit some or all Consumer Fees.

Session Failure; Changes to RON Services. Snapdocs may modify the RON Services at any time, including features, identity-proofing methods, and technical requirements, for legal, compliance, technical, or operational reasons. If a paid RON Session cannot be completed because of a failure of

Snapdocs' systems or a change to the RON Services, You may choose to reschedule at no additional charge or receive a full refund of the Consumer Fees for that session. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THIS IS YOUR SOLE AND EXCLUSIVE REMEDY.

9A. IN-PERSON ELECTRONIC NOTARIZATION (IPEN)

Technology Only. Snapdocs does not perform notarial acts or provide legal advice. It also does not decide whether IPEN is permitted, or legally sufficient, for any document, transaction or jurisdiction.

United States Only. The IPEN Services are intended only for notarial acts performed by Notaries commissioned in a U.S. state under applicable U.S. law. Snapdocs does not represent that the IPEN Services comply with non-U.S. law.

Personal Appearance Required. Each Signer must physically appear before the Notary. The IPEN Services may not be used for any notarial act performed by audio-visual communication. Those acts may only be performed as RON Sessions under Section 9.

Responsibilities. The Initiator of an IPEN transaction is responsible for deciding that IPEN is permitted for that transaction, for choosing identity verification and other settings, and for obtaining any required consents, including consent to transact electronically under Section 8. The Initiator is the Subscribing Customer or, if a Notary uses the IPEN Services directly, the Notary. The Notary alone is responsible for the notarial act. This includes verifying the Signer's identity, confirming personal appearance, holding any electronic notarization authorization the Notary's commissioning state requires, and completing the notarial certificate, electronic seal and journal entry.

Document Integrity. The Document Integrity terms in Section 9 also apply to IPEN.

IPEN Records. Snapdocs keeps audit trails, electronic notarial records, electronic notary journal entries, and related transaction records generated through the IPEN Services ("**IPEN Records**") for the period required by the applicable Subscribing Customer Agreement or applicable law. After that period, Snapdocs may retain or delete IPEN Records in accordance with its

records retention policies and applicable law. Snapdocs may use qualified third-party storage with industry-standard security. Snapdocs is not the notary of record. Its retention of IPEN Records does not satisfy or replace any Notary's journal or recordkeeping obligations, which remain the Notary's sole responsibility. For the avoidance of doubt, the RON Records terms in Section 11 do not apply to IPEN Records. Signers should download and keep copies of the documents they sign

10. BIOMETRIC INFORMATION

In connection with certain Services, including the RON Services and the eSign Solution and, where identity verification tools are enabled, the IPEN Services, Snapdocs may collect, use, process, and retain biometric identifiers and biometric information, including without limitation facial images, facial geometry scans, liveness detection data, and other data derived from government-issued identification documents.

By using the Services, You acknowledge that You have been informed of and expressly consent to Snapdocs' and its service providers' collection, use, storage, and retention of such biometric identifiers and biometric information for the purposes of identity verification, fraud prevention, regulatory compliance, and provision of the Services.

For more information about our use of biometric information, please see our Privacy Policy.

11. DOCUMENT RETENTION

RON Records. Snapdocs retains the audio-visual recording, audit trail, identity-proofing logs and metadata, and (where Snapdocs maintains it for the Notary) the electronic journal entry for each RON Session ("**RON Records**") for at least ten (10) years after the session, or longer if required by applicable law. After the retention period, Snapdocs may retain or delete RON Records in accordance with its records retention policies and applicable law. Snapdocs may use qualified third-party storage with industry-standard security. Biometric information is governed by Section 10. Snapdocs is not the notary of record and is not responsible for any Notary's independent recordkeeping obligations.

Access. During the retention period, Snapdocs will make RON Records available, upon authenticated request, only to: (i) the Notary; (ii) a signer or Co-Signer in that session; (iii) the applicable Subscribing Customer, if any, and any purchaser, assignee, investor, servicer, custodian, or title insurer of the related transaction; (iv) a person a signer authorizes in writing; and (v) a court, government agency, regulator, or law enforcement authority acting under legal process or as otherwise required by applicable law, including any person entitled to the Notary's records under the law of the Notary's commissioning state. A signer's access continues after the signer's account is closed. Before releasing any RON Records, Snapdocs may (i) require reasonable identity verification, (ii) redact information relating to third parties as required or permitted by law, and (iii) charge reasonable administrative fees where permitted by applicable law.

RON Records Use. Snapdocs uses RON Records only to provide, maintain, and secure the RON Services, comply with applicable law, resolve disputes, and prevent and investigate fraud. Access is limited to authorized personnel with a need to know. Snapdocs does not use RON Session recordings or biometric information to train artificial intelligence models without Your separate express consent.

eSign Document Retention. Snapdocs makes executed documents available to signers and Subscribing Customers through the Platform for a limited period following execution. Snapdocs does not act as a system of record and does not guarantee long-term document availability. Documents signed through a third-party eSign Provider are also subject to that provider's retention policies. Signers are encouraged to download and retain copies of all executed documents at the time of signing. Following termination of a Subscribing Customer's or a Consumer Customer's account, signer access to documents through the Platform may no longer be available. Signers seeking access to executed documents after account termination should contact the applicable Subscribing Customer. Snapdocs is not responsible for a Subscribing Customer's or Consumer Customer's failure to maintain or provide access to executed documents. This paragraph does not apply to eVault records, which are governed by the Subscribing Customer Agreement; RON Records, which are governed by the provisions above; or IPEN Records, which are governed by Section 9A.

12. PRIVACY

Please review our **Privacy Policy**, located at https://www.snapdocs.com/privacy-policy, which describes our privacy practices for personal information collected directly by us in connection with the Services.

Subscribing Customers. Where we process personal information to provide the Services to a Subscribing Customer, Snapdocs' processing of such information is governed by the applicable Subscribing Customer Agreement including any associated data processing agreements in connection therein.

As between Snapdocs and the Subscribing Customer, the Subscribing Customer is responsible for providing required privacy notices, obtaining necessary consents, and responding to requests or disputes relating to such information, except as otherwise expressly set forth in the applicable Subscribing Customer Agreement or applicable data processing agreement.

Direct User Data. For personal information submitted directly to Snapdocs by Signers, Participants, Notaries, Consumer Customers, or other non-subscribing users outside Snapdocs' role as a service provider/processor to a Subscribing Customer, Snapdocs will process and retain such information as described in these Terms and the Privacy Policy.

You acknowledge and agree that we may access, preserve, or share your information when we believe in good faith that it is reasonably necessary to: investigate, prevent, or take action regarding possible illegal activities; comply with legal or regulatory obligations; respond to threats to the physical safety of any person; or address violations of the Privacy Policy, Acceptable Use Policy, or these Terms. This may involve sharing your information with law enforcement, government agencies, courts, or other organizations.

13. NO WARRANTIES/DISCLAIMER

General Disclaimer. SNAPDOCS PROVIDES THE SERVICES ON AN "AS IS," "AS AVAILABLE," AND "WITH ALL FAULTS" BASIS. SNAPDOCS EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING BY LAW, STATUTE, REGULATION, COURSE OF DEALING, OR USAGE OF TRADE.

This includes any warranties regarding user-generated data, notary or participant statements, third-party software or systems, or compatibility with third-party systems.

SNAPDOCS DOES NOT WARRANT THAT THE SERVICES WILL BE ERROR-FREE OR FREE OF VIRUSES OR HARMFUL CODE OR THAT THE SERVICES WILL BE SECURE OR FREE FROM UNAUTHORIZED ACCESS, INTRUSION, OR DATA BREACHES. YOU BEAR THE ENTIRE RISK OF USING THE SERVICES.

Any content downloaded through the Platform is obtained at Your own risk, and You are solely responsible for any resulting damage or data loss. No oral or written information or advice obtained from Snapdocs or through the Services creates any warranty.

Beta Features. Beta features (including any early access products) are provided for experimental purposes WITHOUT ANY WARRANTY OF ANY KIND and may be modified or discontinued at Snapdocs' sole discretion. All disclaimers in this Section apply in full to beta features and tools.

Notary Disclaimer. Notaries are independent professionals solely responsible for their own legal compliance and professional conduct. Any interaction between a user and a notary is solely between those parties.

SNAPDOCS MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING ANY NOTARY, THE QUALITY OF NOTARIAL SERVICES, ANY WITNESSES THEY PROVIDE, OR ANY NOTARY'S CONDUCT OR PERFORMANCE.

You assume all risk associated with selecting and using a Notary. Snapdocs is not a notary service or law firm and does not provide legal advice.

RON, IPEN and eSign Disclaimer. NOTHING ON THE PLATFORM CONSTITUTES LEGAL ADVICE. WITH RESPECT TO ANY DOCUMENTS SUBMITTED, PROCESSED, OR COMPLETED THROUGH THE PLATFORM AND THE SERVICES, SNAPDOCS MAKES NO WARRANTIES OR REPRESENTATIONS REGARDING: (1) WHETHER ANY THIRD PARTY WILL ACCEPT ANY NOTARIZED, ELECTRONICALLY SIGNED, OR ASSOCIATED AUDIT TRAIL FOR YOUR INTENDED PURPOSE; OR (2) WHETHER ANY COURT OR OTHER AUTHORITY WILL RECOGNIZE SUCH DOCUMENTS OR AUDIT TRAILS AS VALID OR ENFORCEABLE.

Snapdocs makes no representation or warranty that any document (including any associated audit trails) notarized through the RON Services or IPEN Services or signed through the eSign Solution will be accepted, recognized, enforced, or deemed legally sufficient by any court, recording authority, title insurer, government agency, lender, government-sponsored enterprise, or any other third party. You acknowledge that Snapdocs does not review any documents submitted into the Services for legal sufficiency, legal permissibility or legal correctness. Snapdocs is not liable for any third party's refusal to accept any such document notarized or signed through the Services. You are solely responsible for determining whether notarization or remote online notarization, or in-person electronic notarization is appropriate for Your intended use.

Jurisdictional Limitation. Some jurisdictions do not permit limitations on implied warranties. If such laws apply to You, some or all of the above disclaimers may not apply, and You may have additional rights.

14. GENERAL RELEASE FROM THIRD-PARTY CONDUCT

General Release. When interacting with other users, Subscribing Customers, or third parties (including notaries) through the Platform, You should exercise caution and common sense to protect Your personal safety and property. Your conduct must comply with the Snapdocs Acceptable Use Policy.

SNAPDOCS IS A PLATFORM AND DOES NOT CONTROL THIRD-PARTY USERS, INCLUDING NOTARIES AND ANY WITNESSES THEY PROVIDE. EXCEPT FOR SNAPDOCS' LIMITED ROLE AS PAYMENT COLLECTION AGENT FOR NOTARIES (SEE SUPPLEMENTAL NOTARY TERMS, SECTION 5), ALL INTERACTIONS BETWEEN YOU AND OTHER USERS, SUBSCRIBING CUSTOMERS, OR OTHER THIRD PARTIES — WHETHER ONLINE OR OFFLINE — ARE SOLELY BETWEEN YOU AND THOSE PARTIES.

Snapdocs, its employees, officers, directors, agents, affiliates, and licensors have no obligation to monitor, control, or supervise such interactions, and You are entirely responsible for them.

SNAPDOCS IS NOT RESPONSIBLE FOR THE ACTS OR OMISSIONS OF ANY THIRD PARTIES, INCLUDING NOTARIES (INCLUDING ANY WITNESSES THEY PROVIDE) OR SUBSCRIBING CUSTOMERS, AND SHALL

NOT BE LIABLE FOR ANY CLAIM, LOSS, INJURY, OR DAMAGE ARISING FROM YOUR INTERACTIONS WITH SUCH PARTIES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL USERS ENGAGE WITH THIRD PARTIES AT THEIR OWN RISK.

Snapdocs reserves the right, but has no obligation, to monitor interactions among users or intervene in disputes, whether or not requested.

California Residents — Waiver of Civil Code Section 1542. If You are a California resident, You waive California Civil Code Section 1542, which provides:

"*A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.*"

This waiver does not apply to claims arising from unconscionable commercial practices by Snapdocs, or from Snapdocs' knowing and intentional fraud, deception, misrepresentation, or material omission in connection with the Services.

15. LIMITATION OF LIABILITY

Waiver of Consequential Damages. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SNAPDOCS AND ITS AFFILIATES AND LICENSORS WILL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA, LOSS OF GOODWILL, SERVICE INTERRUPTION, SYSTEM FAILURE, EMOTIONAL DISTRESS, OR DAMAGES ARISING FROM INTERACTIONS WITH OTHER USERS. THE ENTIRE RISK ARISING FROM YOUR USE OF THE SERVICES REMAINS WITH YOU.

Application. These limitations apply to all claims related to the Services, these Terms (including the Supplemental Notary Terms), the Privacy Policy, or the Acceptable Use Policy, regardless of the legal theory asserted — whether warranty, contract, tort, negligence, product liability, or otherwise — and whether or not Snapdocs knew or should have known of the possibility of such damages, even if a limited remedy fails of its essential purpose.

Exclusive Remedy. If You have a legitimate claim for damages against Snapdocs notwithstanding the above, Your exclusive remedy is to recover up to the amounts You paid for the Services in the six (6) months preceding the event giving rise to liability, or $100 if no such payments were made.

Payments to Notaries. For additional limitations applicable to Snapdocs' payment services to notaries, see Section 7 of the Supplemental Notary Terms.

Jurisdictional Limitation. Some jurisdictions do not permit the exclusion or limitation of liability for consequential or incidental damages, so the above limitations may not apply to You. Nothing in these Terms limits or waives any rights that cannot be waived under applicable consumer protection laws.

Carve-Outs. NOTHING IN THESE TERMS LIMITS OR EXCLUDES LIABILITY FOR GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR ANY LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW.

16. INDEMNIFICATION

You agree to defend, indemnify, and hold harmless Snapdocs and its suppliers, licensors, officers, directors, employees, and agents from any losses, costs, liabilities, and expenses (including reasonable attorneys' fees) arising from third-party claims related to: (i) Your use of the Services; (ii) Your breach of these Terms or the Supplemental Notary Terms; (iii) Your violation of applicable law or regulations; or (iv) Your submission, posting, or transmission of any personal information or User Generated Content through the Platform.

Snapdocs reserves the right, at Your expense, to assume exclusive defense and control of any indemnified matter, and You agree to cooperate fully. You may not settle any such claim without Snapdocs' prior written consent. Snapdocs will promptly notify You of any claim it becomes aware of, unless prohibited by law or court order, and You agree to do the same.

This indemnification obligation does not apply to claims arising from Snapdocs' own unconscionable commercial practices or knowing and intentional fraud, deception, misrepresentation, or omission of any material fact in connection with the Platform.

17. THIRD PARTY SOFTWARE

Third Party Software. Portions of the Platform may include software and applications licensed from third parties ("**Third Party Software**"), which may be subject to open source or commercial license terms ("**Third Party Terms**"). Your use of any Third Party Software is subject to and governed by the applicable Third Party Terms. You should review those terms before use. Third Party Terms do not modify or supersede these Terms of Use, the Supplemental Notary Terms, the Privacy Policy, or the Acceptable Use Policy. Snapdocs makes no warranty of any kind with respect to Third Party Software.

Third Party Websites and Services. Snapdocs has no control over, and assumes no responsibility for, the content, accuracy, privacy practices, or opinions expressed by any third-party websites or services that You access through or in connection with the Platform. Snapdocs is not liable to You or any third party for information or services provided by any such third parties.

SNAPDOCS MAKES NO WARRANTIES, ENDORSEMENTS, OR GUARANTEES OF ANY KIND REGARDING ANY PRODUCTS OR SERVICES MARKETED, PROMOTED, OR PROVIDED BY THIRD PARTIES THROUGH THE PLATFORM. SNAPDOCS AND ITS AFFILIATES SHALL NOT BE A PARTY TO, NOR HAVE ANY RESPONSIBILITY FOR, ANY TRANSACTIONS, COMMUNICATIONS, OR INTERACTIONS BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS, EXCEPT TO THE EXTENT SUCH RESPONSIBILITY CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW. YOU ALONE ARE RESPONSIBLE FOR YOUR DEALINGS, COMMUNICATIONS, AND INTERACTIONS WITH ANY OTHER PERSONS OR ENTITIES ARISING FROM YOUR USE OF THE PLATFORM OR SERVICES.

18. OWNERSHIP & LICENSES

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

licenses granted to us as set forth in these Terms (including, without limitation, those rights set forth in Section 3 herein) or the applicable Subscribing Customer Agreement. You agree to irrevocably waive (and cause to be waived) any claims and assertions of moral rights or attribution with respect to Your User Generated Content. This license shall survive the termination of these Terms or your account to the extent necessary for Snapdocs to: (i) maintain the integrity of historical transactions or records; (ii) comply with legal and regulatory retention requirements; and (iii) maintain any Performance Data or Document Data.

Snapdocs Ownership and License. Snapdocs owns and retains all right, title, and interest in and to the Services and Platform, including all related intellectual property rights. All rights not expressly granted to You in these Terms are reserved by Snapdocs. Subject to these Terms, Snapdocs grants You a non-sublicensable, non-transferable, non-exclusive, and limited license to access and use the Services.

19. TERM & TERMINATION

Term. These Terms take effect on the date You first register for, access, or use the Services, and remain in effect until terminated or updated as described above.

Termination by You. You may terminate Your relationship with Snapdocs at any time by unregistering Your account or discontinuing use of the Platform.

Termination by Snapdocs. Except as to Notaries, whose Accounts may be suspended or terminated only as provided in the Supplemental Notary Terms, we may suspend or terminate Your access to the Platform or Services — including Your account — at any time, at our sole discretion. Grounds for termination include, but are not limited to:

- Breach of these Terms or any other agreement with Snapdocs;
- Requests from law enforcement or government agencies;
- Discontinuation or material modification of the Website or Platform;
- Unexpected technical or security issues;
- Extended periods of inactivity;
- Protection of the rights, property, or safety of Snapdocs, its affiliates, agents, users, or the public;

- Submission of false, inaccurate, outdated, or incomplete information; or
- Request by a Subscribing Customer

Effect of Termination

Upon termination:

- Your license to use the Services expires immediately;
- Your right to access the Platform and Services terminates immediately; and
- You must cease all use of the Platform and Services

Certain provisions survive termination including representations and warranties, UGC license grants, indemnity, license grants, the arbitration clause and class action waiver, any and all representation and warranty disclaimers, and limitations of liability and remedies.

Data Upon Termination. Termination may result in deactivation of your account and loss of access to data associated with your use of the Services.

Notwithstanding the foregoing, retention periods applicable to RON Records and biometric information are governed by Sections 10 and 11 of these Terms, respectively, regardless of the termination of any Subscribing Customer account.

20. MANDATORY ARBITRATION AND CLASS ACTION WAIVER

Please read this section carefully. It requires You and Snapdocs to resolve most disputes through individual binding arbitration administered by JAMS under the Federal Arbitration Act ("**FAA**"), rather than in court before a judge or jury. The arbitrator's decision is final, subject only to the limited review permitted by the FAA.

Agreement to Arbitrate. You and Snapdocs agree that any dispute, claim, or controversy arising out of or relating to these Terms or the Services will be resolved exclusively by binding individual arbitration, except as provided herein. The FAA governs this agreement. Arbitration will be administered by JAMS under its Streamlined Arbitration Rules and Procedures, or its Comprehensive Arbitration Rules and Procedures for claims over $250,000,

and, where applicable, its JAMS Mass Arbitration Procedures (as defined below), in each case as modified by these Terms.

CLASS ACTION AND REPRESENTATIVE ACTION WAIVER

YOU AND SNAPDOCS EACH WAIVE THE RIGHT TO PARTICIPATE IN OR BRING ANY CLASS ACTION, COLLECTIVE ACTION, OR REPRESENTATIVE ACTION. Specifically, neither You nor Snapdocs will: (i) bring or participate in any class action lawsuit or class-wide arbitration; (ii) act as a private attorney general or bring any representative action, including under California's Private Attorneys General Act ("**PAGA**"), except as permitted by applicable law; (iii) join, consolidate, or participate in any proceeding with another person's claims without all parties' written consent, except for administrative grouping or batching expressly permitted by the "Mass Arbitration" provision; or (iv) participate in any proceeding in which either party acts in a representative capacity on behalf of the general public or other persons. **EACH DISPUTE MUST BE BROUGHT ON AN INDIVIDUAL BASIS ONLY.** Claims may be grouped or batched solely for administrative efficiency as expressly permitted by the "Mass Arbitration" provision. Each claim remains individual and must be decided individually, and any relief may be awarded only to the individual claimant. Such grouping or batching does not create a class, collective, or representative action or constitute substantive consolidation. Any dispute found not subject to arbitration must still be brought individually and not as part of a class or representative action, except to the extent applicable law does not permit that waiver.

Scope — Intellectual Property Is the Only Exception. This section applies to any dispute or claim relating to these Terms (including the Supplemental Notary Terms), Your use of the Services, or Your relationship with Snapdocs — with one exception: disputes involving the infringement or misuse of intellectual property rights (Yours, Snapdocs', or either party's licensors') are not subject to arbitration. Either party may go to court to enjoin such infringement or misuse.

PAGA Representative Claims. To the extent permitted by law, You agree that any claim You bring under PAGA must be brought on an individual basis in arbitration. Any non-individual (representative) PAGA claim must be stayed pending resolution of the individual PAGA claim in arbitration, consistent with *Viking River Cruises, Inc. v. Moriana*, 596 U.S. 639 (2022), and its progeny.

Small Claims Court Option. Either party may bring an action in small claims court instead of arbitration, provided the claim meets that court's requirements. The action must be filed in the county specified for you in Section 21. Any small claims action must seek only individualized relief on an individual claim. The class action and representative action waiver still applies.

Arbitration Procedure. To the fullest extent permitted by law and applicable arbitration rules, You agree to the following arbitration procedures:

Notice Requirement. At least **30 days** before initiating arbitration, You must send a written notice describing Your claim in reasonable detail to Snapdocs at **legal@snapdocs.com**. Snapdocs will send any required notice to the email address associated with Your account. During this period, the parties will attempt in good faith to resolve the dispute informally.

Administering Body. Arbitration will be conducted by JAMS. To initiate a proceeding, follow the instructions at https://www.jamsadr.com. If JAMS is unavailable, the parties will agree on an alternative arbitral forum. If no agreement is reached, the American Arbitration Association will administer the arbitration under its Consumer or Commercial Arbitration Rules.

Applicable Rules. Claims and counterclaims under $250,000 (excluding attorneys' fees and interest) are subject to JAMS's Streamlined Arbitration Rules (http://www.jamsadr.com). All other claims are subject to JAMS's Comprehensive Arbitration Rules and Procedures (http://www.jamsadr.com).

Fees. If the arbitrator determines You cannot afford JAMS's fees and You cannot obtain a fee waiver from JAMS, Snapdocs will pay those fees on Your behalf. For claims totaling less than $10,000, Snapdocs will reimburse all JAMS filing, administrative, and hearing fees unless the arbitrator finds the claims frivolous. For any claim by a Notary relating to the nature of the Notary's relationship with Snapdocs, regardless of amount, Snapdocs will pay all JAMS fees and arbitrator compensation in excess of the filing fee the Notary would pay to file the claim in court. For purposes of this section, a claim is 'frivolous' only if it would be subject to dismissal under Federal Rule of Civil Procedure 11(b). This fee provision shall not be construed to discourage You from pursuing claims You reasonably believe to be meritorious. Snapdocs will not seek attorneys' fees or costs in arbitration unless the arbitrator finds the claims frivolous under the same standard.

Mass Arbitration. If twenty-five (25) or more complete demands for arbitration raising substantially similar claims are submitted for filing against Snapdocs within any rolling one hundred eighty (180) day period by individual claimants represented by the same law firm or law firms acting in coordination, together with any earlier such demands that remain unresolved (a "**Mass Filing**"), the following applies notwithstanding anything else in this section. The parties expressly agree that twenty-five (25) demands is the threshold for a mass arbitration under Procedure 1(c) of the JAMS Mass Arbitration Procedures and Guidelines ("**JAMS Mass Arbitration Procedures**"), and that the JAMS Mass Arbitration Procedures in effect when the first demand is submitted for filing apply, subject to this paragraph and applicable JAMS minimum standards:

(a) Each claimant must submit an individual demand and the applicable arbitration agreement. The demand must identify the claimant, identify the claimant's Platform account, if any, and describe the claimant's individual claim and requested relief. Each demand must be personally signed by the claimant and accompanied by a sworn declaration from counsel that the information in the demand is true and correct to counsel's knowledge. Counsel's signature also certifies compliance with Federal Rule of Civil Procedure 11(b).

(b) The parties will each select five (5) demands to proceed first as bellwether arbitrations within fifteen (15) days after a court determines that a Mass Filing exists. If a party does not timely select its demands, JAMS will select those demands at random. If the parties select any of the same demands, JAMS will select enough additional demands at random to bring the total number of bellwethers to ten (10). All other demands will be held in abeyance and will not proceed to an individual merits arbitration or incur individual arbitration filing or arbitrator fees until released from abeyance, except for any administrative fees imposed under the applicable JAMS mass arbitration fee schedule and payable in accordance with that schedule and applicable JAMS minimum standards. No bellwether award or ruling will have preclusive or precedential effect in any other claimant's proceeding.

(c) Within thirty (30) days after the final bellwether award, the parties will mediate in good faith for up to sixty (60) days, with Snapdocs paying the mediator's fees.

(d) After mediation, remaining demands may proceed in batches of up to one hundred (100), to the extent JAMS's capacity permits, with one arbitrator assigned to each batch. Batching is for administrative efficiency only. The arbitrator may address common issues together but must decide each claimant's claim individually and issue a separate award for each claimant. No ruling or award will have preclusive or precedential effect in another claimant's proceeding.

(e) Statutes of limitations and contractual filing deadlines for each claim are tolled from the claimant's submission of a compliant notice under "Notice Requirement" until the demand may proceed, provided the claimant submits a demand within the time required by that section. If a held demand has not been permitted to proceed within three hundred sixty-five (365) days after the claimant's notice, the claimant may proceed individually in arbitration without regard to this paragraph or, if JAMS cannot administer the individual arbitration, in a court of competent jurisdiction.

Batching under this paragraph is not a joinder or consolidation prohibited by this section, and each claimant may receive only individual relief. Snapdocs' obligations under "Fees" apply to each demand when it proceeds as an individual arbitration, subject to the JAMS mass arbitration fee schedule and applicable JAMS minimum standards.

A court of competent jurisdiction, and not an arbitrator or JAMS process administrator, will decide whether the threshold for a Mass Filing has been met and may enforce this paragraph, including by staying the filing of demands or the assessment of individual arbitration fees pending that determination. After that determination, JAMS and its process administrator may administer the Mass Filing under the JAMS Mass Arbitration Procedures, subject to the procedures and limits set out in this paragraph. Any unenforceable part of this paragraph will be severed. This paragraph applies only to claims for which notice is sent after November 24, 2026.

If JAMS declines to administer the Mass Filing pursuant to the foregoing paragraphs, then the parties shall submit the dispute to the American Arbitration Association for administration pursuant to the foregoing paragraphs and the American Arbitration Association's Mass Arbitration Supplementary Rules.

Awards

At the conclusion of arbitration, the arbitrator will issue a written award. Any judgment on that award may be entered in any court of competent jurisdiction. If You prevail, the arbitrator may award the same damages a court could award You individually. The arbitrator may grant declaratory or injunctive relief solely to the extent necessary to provide relief warranted by the claimant's individual claim. **Nothing in this section waives either party's right to seek public injunctive relief in court** where such right cannot be waived under applicable law, including under California Business and Professions Code §§ 17200 et seq. and 17500 et seq.

To contact JAMS directly, visit: https://www.jamsadr.com/contact.

Severability. If any part of this section is found unenforceable as to a particular claim or remedy, the parties agree to arbitrate the remaining claims and remedies before litigating the unenforceable ones in court. If any other part of this section is found unenforceable, the rest remains in effect — but only individual arbitrations seeking individual relief may proceed. Any award in arbitration must be rendered before a court may adjudicate the merits of the same claim, except where interim or emergency relief is sought as provided below.

Thirty-Day Right to Reject Changes. You may reject any changes to this arbitration agreement by sending written notice to **legal@snapdocs.com** within 30 days of the change. Your notice must include Your name, address, and the email address associated with Your account. If You reject the changes, the prior version of the arbitration agreement will apply to You.

Survival. This section survives the termination of Your relationship with Snapdocs.

Emergency Equitable Relief. Notwithstanding the above, either party may seek emergency equitable relief from a state or federal court to preserve the status quo pending arbitration. Seeking interim relief does not waive any rights or obligations under this section.

Right to Opt Out. If You are an individual using the Services primarily for personal, family, or household purposes, You may opt out of this arbitration section by sending written notice to **legal@snapdocs.com** within 30 days of the date You first create an account or accept these Terms, whichever is earlier. Your notice must include Your full name, mailing address, and the email address associated with Your account. Opting out does not affect any

other provision of these Terms. If You opt out, disputes will be resolved under the Choice of Governing Law and Forum provisions below. Snapdocs will not retaliate against You for opting out.

21. MISCELLANEOUS

Accessibility and Nondiscrimination. Snapdocs is committed to providing access to its Services in accordance with applicable law. If You require a reasonable accommodation to participate in a remote online notarization session, please contact support@snapdocs.com in advance of Your appointment. Snapdocs does not refuse service on the basis of any characteristic protected by applicable law.

California Residents. If You are a California resident, You may report complaints to the Complaint Assistance Unit of the Division of Consumer Products of the California Department of Consumer Affairs, by mail at 400 R Street, Sacramento, CA 95814, or by phone at (800) 952-5210.

Electronic Communications. By using the Services or communicating with Snapdocs by email, You consent to receive communications from Snapdocs in electronic form. You agree that all terms, agreements, notices, disclosures, and other communications Snapdocs provides electronically satisfy any legal requirement that would otherwise be satisfied by a written hard copy. This does not affect any non-waivable rights You may have.

Governing Law and Venue. These Terms are governed by the laws of the state in which You reside or, if You use the Services on behalf of a business, the laws of the State of Delaware, in each case without regard to conflict of law principles. If You are a Subscribing Customer, the governing law and dispute resolution provisions of Your Subscribing Customer Agreement control. The Federal Arbitration Act governs all matters relating to arbitration. The United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms or the Supplemental Notary Terms.

For disputes not resolved through arbitration or small claims court, You and Snapdocs agree to submit to the personal jurisdiction and exclusive venue of the following courts: (i) if You are a Notary, the state or federal courts located in the state that issued the notary commission under which You performed the services giving rise to the dispute (or, if none, the commission You used most often on the Platform during the preceding twelve (12) months); (ii) if

You are a Signer or Consumer Customer, the state or federal courts located in the county or federal judicial district where You reside; and (iii) if You are a Subscribing Customer, Participant, or otherwise use the Services on behalf of a business, the Court of Chancery of the State of Delaware or, if that court lacks subject-matter jurisdiction, the Superior Court of the State of Delaware or the United States District Court for the District of Delaware. Notwithstanding the foregoing, either party may bring an action to protect its intellectual property rights or the security or integrity of the Services, or seek emergency equitable relief, in any court of competent jurisdiction as set forth herein. **Waiver.** No waiver by Snapdocs of any term or condition in these Terms or the Supplemental Notary Terms constitutes a further or continuing waiver of that term or condition, or a waiver of any other term or condition. Snapdocs' failure to assert any right or provision under these Terms does not constitute a waiver of that right or provision.

Severability. If any provision of these Terms or the Supplemental Notary Terms is found by a court or tribunal of competent jurisdiction to be invalid, illegal, or unenforceable, that provision will be modified to the minimum extent necessary to make it enforceable, and the remaining provisions will continue in full force and effect. To the extent this paragraph conflicts with Section 20 (Mandatory Arbitration and Class Action Waiver), Section 20 controls.

Entire Agreement. These Terms of Use, the Supplemental Notary Terms, the Acceptable Use Policy, and the Privacy Policy constitute the entire agreement between You and Snapdocs regarding the Services and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, whether written or oral. To the extent You are a Subscribing Customer and have entered into a separate Subscribing Customer Agreement with Snapdocs, that agreement governs and controls over these Terms of Use in the event of any conflict or inconsistency.

Survival. All provisions of these Terms or the Supplemental Notary Terms that by their nature should survive termination will do so — including, without limitation, ownership provisions, warranty disclaimers, arbitration, and limitations of liability.

CONSUMER SUPPORT AND CONCERNS. If You are a Consumer Customer and experience technical issues during a remote online notarization session, contact Snapdocs support at support@snapdocs.com.

If You have concerns about a Notary's conduct or a billing dispute, You may submit a complaint to support@snapdocs.com. Snapdocs may review such complaints for quality assurance purposes but is not obligated to intervene in disputes between You and a Notary except as required by law.

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

****

Supplemental Notary Terms

These Supplemental Terms of Use for Notaries ("**Supplemental Notary Terms**") apply to all notaries who use the Snapdocs Platform or Services. Capitalized terms used but not defined here have the meanings given in the Snapdocs Terms of Use ("**Terms of Use**"), which You have separately agreed to and which remain fully binding on You.

By accessing or using the Platform as a Notary, You confirm that You have read, understand, and agree to be bound by both these Supplemental Notary Terms and the Terms of Use. If You do not agree, You must immediately cease using the Platform.

THESE SUPPLEMENTAL NOTARY TERMS DO NOT REPLACE ANY PROVISION OF THE TERMS OF USE, INCLUDING THE MANDATORY ARBITRATION AND CLASS ACTION WAIVER (SECTION 20) AND THE LIMITATION OF LIABILITY (SECTION 15). TO THE EXTENT OF ANY CONFLICT BETWEEN THE TERMS OF USE AND THESE SUPPLEMENTAL NOTARY TERMS, THESE SUPPLEMENTAL NOTARY TERMS GOVERN, EXCEPT THAT SECTION 15 (LIMITATION OF LIABILITY), SECTION 16 (INDEMNIFICATION), AND SECTION 20 (MANDATORY ARBITRATION AND CLASS ACTION WAIVER) OF THE TERMS OF USE CONTROL AND ARE NOT LIMITED BY ANYTHING IN THESE SUPPLEMENTAL NOTARY TERMS.

1. NOTARY ELIGIBILITY. In addition to the eligibility requirements in the Terms of Use, You represent and warrant that You are a natural person legally authorized under the laws of Your state to provide notary services, legally

capable of entering into a binding contract and perform Your obligations in compliance with these Terms of Use.

2. RELATIONSHIP WITH SNAPDOCS. Snapdocs provides a platform through which You may advertise and offer Your independent notary services. You are not an employee, independent contractor, agent, joint venturer, or representative of Snapdocs. You do not have authority to bind Snapdocs or to enter into any agreement on Snapdocs' behalf. The relationship between Snapdocs and Notaries is governed in full by Section 5 of the Terms of Use (**Snapdocs' Relationship with Notaries**), which You acknowledge and affirm applies to You in its entirety.

NOTHING IN THESE TERMS REQUIRES A MINIMUM NUMBER OF APPOINTMENTS, HOURS, OR LEVEL OF AVAILABILITY, AND SNAPDOCS DOES NOT CONDITION PLATFORM ACCESS ON ACCEPTANCE RATES OR RESPONSIVENESS.

NOTARY ACKNOWLEDGES AND AGREES THAT THESE TERMS ARE NON-EXCLUSIVE. NOTARY IS FREE TO OFFER NOTARIAL AND SIGNING SERVICES TO ANY OTHER PLATFORM, COMPANY, CLIENT, OR OTHER THIRD PARTY, SIMULTANEOUSLY OR OTHERWISE. NOTHING IN THESE TERMS OR NOTARY'S USE OF THE SNAPDOCS PLATFORM REQUIRES NOTARY TO WORK EXCLUSIVELY WITH SNAPDOCS, ACCEPT ANY MINIMUM NUMBER OF ORDERS, OR REFRAIN FROM COMPETING BUSINESS ACTIVITY.

3. ACCOUNT REQUIREMENTS.

Registration. To offer notary services through the Platform, You must register for a Notary account ("**Account**") and provide the information requested during registration. You may deactivate Your Account at any time by following the instructions on the Platform.

Account Security. You are solely responsible for:

- keeping Your login credentials confidential;
- all activity that occurs under Your Account; and

- notifying Snapdocs immediately of any unauthorized use or suspected security breach of Your Account.

Each notarial act must be performed by the commissioned notary assigned to it, so each notary must maintain a separate Account. You may not allow any other person, including any member of a "Notary Team," to use Your Account or attend a Signing Appointment in Your place. You may access the Services only from devices You are authorized to use.

Suspension and Termination. Snapdocs may suspend or terminate Your Account and Your access to the Platform for the following reasons:

- Your name appears on an industry exclusionary list (including the Federal Home Loan Mortgage Corporation Exclusionary List), or You otherwise become ineligible under applicable law to perform notarial or signing agent services;
- You materially breach these Supplemental Notary Terms, the Terms of Use, the Acceptable Use Policy or the Privacy Policy, and fail to cure the breach within a reasonable period after notice from Snapdocs, except where clause (iii) applies;
- Snapdocs reasonably determines, based on credible reports or data indicating fraud, identity-verification failure, a safety incident, a data-security breach or a violation of law, that immediate suspension is necessary to protect Platform users or to comply with legal or regulatory requirements;
- Your Account has been inactive for a sustained period, in which case Snapdocs may deactivate it, subject to reactivation on request;
- Snapdocs discontinues or materially modifies the Platform or any Service, in whole or in any jurisdiction;
- a change in applicable law or regulatory guidance makes continued provision of the Platform to You impracticable; or
- either party elects to terminate on thirty (30) days' written notice to the other.

Except where clause (iii) applies, Snapdocs will use commercially reasonable efforts to notify You of the basis for a suspension or termination.

Limits on These Rights. Snapdocs does not supervise, direct or control the manner or means by which You perform notarial or signing agent services.

Snapdocs' suspension and termination rights are limited to the grounds above. They are not based on Snapdocs' evaluation of Your professional judgment, technique or the subjective quality of Your work. Snapdocs does not use star ratings, customer feedback or other subjective performance signals as an independent basis to suspend or terminate Your Account. When Snapdocs receives a report or data suggesting a basis for action under clause (ii) or (iii), Snapdocs may rely on it without any obligation to investigate, verify or resolve the underlying facts or any dispute between You and a customer. Acting on that report or data does not mean Snapdocs has assumed responsibility for the quality or compliance of Your services.

Other Access Limits. The following are not suspensions or terminations of Your Account:

- If You do not meet the eligibility requirements posted for a particular Service under Section 5 of the Terms of Use, Snapdocs may limit Your access to that Service until You meet them.
- A Subscribing Customer may decide not to use You or may exclude You from its orders. That is the customer's decision, not an action by Snapdocs.

Snapdocs is not liable for any loss, including lost profits, arising from any suspension, termination or access limitation made under this Section.

Location-Based Services. Certain Services require location functionality to work properly. If location permissions are not enabled on Your device, some or all Services may not function. Snapdocs uses location information to provide the Services, such as matching You with Signing Appointments and supporting location-related legal requirements, and as described in the Privacy Policy. Snapdocs does not use location information to monitor or direct how You perform Your services.

Ratings and Feedback. Snapdocs may collect, analyze and maintain ratings, feedback and performance data about Notaries from Users and Subscribing Customers and from their interactions with Notaries (collectively, "**Performance Information**"). Snapdocs uses Performance Information to help Subscribing Customers and other Participants choose among available, independent Notaries, and for its own analytics and platform improvement. Snapdocs does not use it to supervise, direct or control how You perform Your services. Snapdocs may share Performance Information with

Subscribing Customers and other authorized Participants as part of the Platform's marketplace functions. It may also disclose Performance Information as required by law, in connection with a corporate transaction, or as described in the Privacy Policy. You may access, correct or delete Your own personal information as provided in the Privacy Policy and applicable law. Except as required by law, Snapdocs is not required to disclose individual feedback or the methodology behind any aggregate score. Snapdocs is not liable for any loss arising from feedback or ratings, or from any Participant's reliance on them.

Equipment. You are solely responsible for obtaining, maintaining and paying for all equipment, software, internet connectivity and workspace You use to perform notarial acts. This includes any computer, webcam, microphone, electronic notary seal and digital certificate, but not technology Snapdocs makes available as part of the Services. Snapdocs does not furnish, lease, subsidize or reimburse equipment. Snapdocs may publish minimum technical specifications. Those specifications describe only what the Platform needs to function, not whether Your equipment, workspace or practices meet applicable law. You are solely responsible for meeting all technology, security, recording and recordkeeping requirements that apply to You under state remote online or electronic notarization law.

4. VERIFICATION.

Identity and Credential Verification. You authorize Snapdocs, directly or through third parties, to make any inquiries necessary to verify Your identity and prevent fraud, including for payment processing purposes. This may include requesting government-issued identification, a photograph or other biometric data, Your date of birth, ownership confirmation of Your email address or payment account, and screening against third-party databases. You further authorize Snapdocs to verify Your professional credentials, including insurance coverage, notary commission, background check, and surety bond (where required by applicable law).

Snapdocs Verified Profile. To be considered for the “Snapdocs Verified” designation, You must submit, at minimum: Your notary commission, a background check report, an E&O insurance policy, a verified government-issued ID approved by Snapdocs, and a surety bond (where applicable).

These requirements may change without prior notice. The “Snapdocs Verified” designation reflects only that submitted documentation met Snapdocs’ platform eligibility requirements at the time of review; it does not constitute an endorsement, certification of competency, or guarantee of performance. Requirements for the "Snapdocs Verified" designation are posted on the Platform and may change. See Section 5 of the Terms of Use for the terms that apply to the designation.

YOU ARE SOLELY RESPONSIBLE FOR KEEPING ALL REQUIRED CREDENTIALS, DOCUMENTS, AND INFORMATION CURRENT AND FOR PROMPTLY PROVIDING UPDATED VERSIONS TO SNAPDOCS UPON ANY CHANGE OR EXPIRATION.

Signature Verification. Snapdocs may verify that a signature belongs to You using Your Account information, login credentials, email verification, and IP address.

No Duty to Verify Third Parties. Except as provided through certain Services or as required by applicable law, Snapdocs is not required to verify the identity of any person or entity You interact with through the Platform. Snapdocs may provide identity proofing, credential analysis, authentication, or related technology in connection with certain Services. The determination of a signer's identity for purposes of a notarial act remains the responsibility of the commissioned Notary in accordance with applicable law. You are solely responsible for determining the identity and suitability of others. Snapdocs does not endorse or guarantee any person who uses, registers on, or signs documents through the Platform.

5. FINANCIAL TERMS & FEES

Limited Payment Agency. You hereby appoint Snapdocs as Your limited agent solely for the purpose of accepting and collecting Notary Fees from Subscribing Customers who use VendorPay and from Consumer Customers who book RON Sessions through the Platform. Payment received by Snapdocs from a Subscribing Customer or Consumer Customer is deemed payment made directly to You. You agree to the VendorPay terms as may be posted on the Platform.

Snapdocs has no obligation to maintain or enable VendorPay for any Notary or Subscribing Customer and Snapdocs may terminate VendorPay access or

limit Signing Appointment availability at its sole discretion based on VendorPay status. You agree to indemnify Snapdocs in the event a Subscribing Customer initiates a chargeback or reduction of any Notary Fees paid to You.

Notary Fees. The fee for each notary service (**"Notary Fee"**) is set by agreement between You and the Subscribing Customer or the Consumer Customer, as applicable. Fees are generally assessed on a per-transaction basis and denominated in U.S. dollars unless otherwise stated. Notary Fees for incomplete services may be lower than for completed services, as agreed between You and the Subscribing Customer or the Consumer Customer as the case may be. You are solely responsible for ensuring that Your Notary Fees do not exceed the amount permitted by the law of Your commissioning state.

Snapdocs does not guarantee payment from any Subscribing Customer. If Snapdocs is unable to collect Fees, it will notify You in writing but has no obligation to pursue collection. Under no circumstances is Snapdocs liable to pay Notary Fees if a Subscribing Customer fails to do so.

Taxes. You are solely responsible for determining Your applicable tax reporting requirements and for remitting all taxes on amounts received through the Services. Snapdocs does not provide tax advice. Snapdocs may be required by law to collect tax documentation from You (including IRS Form W-9) and to issue IRS Form 1099 in applicable circumstances. If You fail to provide required documentation, Snapdocs reserves the right to freeze payments or withhold amounts as required by law until the matter is resolved.

Payment Processing (Stripe). Payments are processed through Stripe. By using the payment features of the Platform, You agree to Stripe's Terms of Service and Privacy Policy. You authorize Snapdocs and Stripe to store Your payment account information and to share information (including identification documents and payment instructions) to the extent necessary to process transactions or comply with applicable law, including OFAC requirements. Stripe may impose additional fees, which may be deducted from Notary Fees.

Billing Errors. Snapdocs has no obligation to issue refunds or credits, but may do so in its sole discretion to correct errors. If You believe Snapdocs made a payment processing error, contact support@snapdocs.com.

6. NOTARY WARRANTIES AND COVENANTS

You represent, warrant and covenant to Snapdocs as follows. You make these statements when You register and again each time You accept a Signing Appointment or use the Services, and they must remain true while You use the Platform.

Your Business

- You operate an independently established trade, occupation or business that provides notarial or signing agent services, or both, to the public and to other businesses, separate from any relationship with Snapdocs. Nothing in these Terms restricts You from offering those services to other companies and clients, and You bear the opportunity for profit or loss in that business.
- You hold, and will maintain, every commission, license, authorization and certification required for the services You perform. This includes any remote online notarization or electronic notarization authorization.
- You maintain any workers' compensation insurance required by law. You also maintain professional liability (E&O) insurance, and any bond, in the amounts required by applicable law and by any eligibility requirements Snapdocs posts.
- You are not listed on any industry exclusionary list, including the Federal Home Loan Mortgage Corporation Exclusionary List.
- You will promptly notify Snapdocs if any commission, authorization, bond or insurance policy lapses or is suspended or revoked, or if You are added to any exclusionary list.

Compliance

- Your use of the Platform and Your notarial and signing services do not and will not:
    - violate any applicable law;
    - infringe, misappropriate or otherwise violate any third-party right, including intellectual property, privacy and publicity rights; or
    - breach any agreement or obligation that binds You.

- You will follow the instructions of the requesting Subscribing Customer or Consumer Customer to the extent they are consistent with applicable law.
- You will comply with all identity-proofing, recording, journal, recordkeeping and signer-location requirements of Your commissioning state.
- You will perform RON Sessions only while physically located where the law of Your commissioning state requires.
- You will use the IPEN Services only when each Signer physically appears before You.

Information and Data

- All information You submit to Snapdocs or post on the Platform, including in Your profile and invoices, is true, accurate and complete, and You will keep it current.
- You will keep confidential all personal and transaction information You access through the Platform or in connection with Your services. You will use it only to communicate with the relevant parties and to perform the requested services, unless the person it relates to has consented to another use.
- You will maintain reasonable safeguards for that information. You will promptly notify Snapdocs of any unauthorized access to or disclosure of it.

Customer Dealings

- You will not impose restrictions or policies on any customer unless You disclosed them to that customer in writing before the engagement.
- For any engagement that originated through the Platform, You will not ask the customer to pay outside the Platform or otherwise circumvent fees owed to Snapdocs. This does not restrict You from contracting independently with any customer for work that did not originate through the Platform.

YOU ARE SOLELY RESPONSIBLE FOR THE ACCURACY AND COMPLETENESS OF ALL SERVICES YOU POST AND ALL INVOICES YOU

SUBMIT, AND FOR THE ACTS AND OMISSIONS OF ANY WITNESS YOU PROVIDE.

General Information from Snapdocs. Snapdocs may sometimes provide general information about notarial practices or document execution, either for convenience or at a Subscribing Customer's direction. That information is not legal advice. It is also not a representation, directive or guarantee about how any notarial act should be performed. YOU ARE SOLELY RESPONSIBLE FOR DETERMINING HOW TO PERFORM EACH NOTARIAL ACT IN COMPLIANCE WITH APPLICABLE LAW.

Notarial Records. Where permitted by the law of Your commissioning state, You designate Snapdocs as a repository for the audio-visual recordings and related records of RON Sessions You conduct through the Platform. Ownership and control of such records remain with You where required by law. Snapdocs will store such records as described in Section 11 of the Terms of Use. Snapdocs also keeps copies of electronic journal entries and other IPEN Records as described in Section 9A of the Terms of Use. Snapdocs' retention of IPEN Records does not satisfy or replace Your recordkeeping obligations. Your access to IPEN Records through the Platform may end, including when Your Account is closed. You remain solely responsible for keeping Your own journal and all other records required by Your commissioning state.

7. NOTARY POSTS. Submitting a post to the Platform does not obligate Snapdocs to make that post or any of its contents available. Snapdocs may remove any posting at any time, with or without notice, for any reason. Snapdocs will not be liable to You for any claims arising from the removal of a notary services posting.

8. DISCLAIMER.

YOU ACKNOWLEDGE AND AGREE THAT SNAPDOCS IS A PLATFORM AND DOES NOT CONTROL, AND IS NOT AFFILIATED WITH, ANY INDIVIDUALS OR ENTITIES TO WHOM YOU PROVIDE NOTARIAL SERVICES. ACCORDINGLY, SNAPDOCS IS NOT LIABLE FOR, AND YOU WILL NOT

SEEK TO HOLD SNAPDOCS LIABLE FOR, THE CONDUCT OF ANY THIRD PARTIES. THIS INCLUDES, WITHOUT LIMITATION:

- Third parties to or for whom You provide notarial services;
- Third-party service providers utilized in connection with the Services, including third-party payment processors (e.g., Stripe); and
- Third parties that own, lease, maintain, operate, or occupy any physical location where Your notarial services are performed.

THE RISK OF INJURY FROM WORKING WITH THIRD PARTIES AND AT THE LOCATION OF NOTARIAL SERVICES RESTS ENTIRELY WITH YOU.

9. LIMITATION OF LIABILITY FOR PAYMENT SERVICES.

IN ADDITION TO THE LIMITATIONS OF LIABILITY IN SECTION 15 OF THE TERMS OF USE, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF THE USE OF SNAPDOCS' PAYMENT SERVICES (SECTION 5 ABOVE) REMAINS WITH YOU. NEITHER SNAPDOCS NOR ANY OTHER PAYMENT SERVICE PROVIDER INVOLVED IN THE PAYMENT SERVICES WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES—INCLUDING LOST PROFITS, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE, COST OF SUBSTITUTE PRODUCTS OR SERVICES, OR DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS—ARISING OUT OF OR IN CONNECTION WITH:

- The use of or inability to use the Payment Services;
- Any communications, interactions, or meetings with persons You communicate or interact with as a result of using the Payment Services.

THESE LIMITATIONS APPLY REGARDLESS OF THE LEGAL THEORY ASSERTED—WHETHER WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE—AND WHETHER OR NOT SNAPDOCS HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

If, notwithstanding the foregoing, You have a legitimate claim for damages against Snapdocs arising out of the Payment Services, and excluding Snapdocs' obligation to remit amounts actually owed to You under Section 5, Your exclusive remedy is to recover—whether from Snapdocs or its affiliates and licensors—up to the total Notary Fees owed to You in the six (6) months preceding the event giving rise to liability, or **$100** if no such amounts are owed.

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

****

Snapdocs Acceptable Use Policy

This Acceptable Use Policy ("**AUP**") governs conduct and content on Snapdocs' Platform and Services. "You" and "Your" refer to any person or entity accessing the Services or any Snapdocs-owned property, including users, customers, agents, and notaries.

As a condition of access, You agree not to use the Services for any purpose prohibited by this AUP or by applicable law. If Snapdocs believes a violation exists or presents a credible risk of harm to users, customers, the Platform, or third parties, Snapdocs may suspend or terminate Your access. This AUP may be updated from time to time — please check back periodically for changes.

PROHIBITED USES

You will not, and will not permit any third party to, take any action or make available any content on or through the Platform that:

- Violates any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or other intellectual property or proprietary right;
- Is unlawful, threatening, abusive, harassing, defamatory, fraudulent, deceptive, deliberately misleading, obscene, pornographic, or

otherwise objectionable, including material that promotes racism, bigotry, hatred, or physical harm against any group or individual, or that is harmful to minors or creates a risk of harm, injury, death, disability, or emotional distress to any person;

- Violates these Terms, the Supplemental Notary Terms, or the Privacy Policy;
- Contains information or content that is false, inaccurate, or outdated;
- Violates any applicable law, regulation, or third-party obligation or restriction;
- Constitutes unsolicited or unauthorized advertising, spam, junk mail, chain letters, pyramid schemes, or other duplicative or unsolicited messages, whether commercial or otherwise;
- Involves commercial activities — such as contests, sweepstakes, barter, or advertising — without Snapdocs' prior written consent;
- Impersonates any person or entity, including any Snapdocs employee or representative, or misrepresents Your identity, credentials, or affiliation with any person or entity, including through the use of 'deepfakes,' synthetic media, AI-generated content, or digital filters intended to alter Your appearance or voice during a video session or to circumvent identity verification and 'liveness' checks;
- Interferes with or attempts to interfere with the proper functioning of the Platform, or uses the Platform in any manner not expressly permitted by these Terms;
- Bypasses or attempts to bypass any access controls or security measures on the Platform, including registering with a fraudulent email address;
- Uses the Platform for benchmarking purposes or to develop any product or service that is the same as, substantially similar to, or competitive with the Platform;
- Harasses or interferes with any other user's access to or enjoyment of the Platform;
- Modifies, reverse engineers, decompiles, disassembles, or creates derivative works of the Services, except to the extent expressly permitted by applicable law, and only after providing Snapdocs with prior written notice;
- Harvests, collects, or assembles information or data about other users — including email addresses or User Generated Content — without their consent;

- Removes, obscures, or alters any copyright notices, trademarks, or other proprietary rights notices included in or affixed to the Services; or
- Engages in or attempts to engage in any harmful acts directed at the Platform, including: violating or attempting to violate any security features; using automated or manual tools to access, scrape, crawl, or monitor any part of the Platform; uploading invalid data or introducing viruses, malware, or other harmful code; disrupting or placing undue burden on servers or networks connected to the Platform; or attempting to gain unauthorized access to the Platform or any connected systems through any means, including password mining.

COPYRIGHT INFRINGEMENT CLAIM

Snapdocs respects the intellectual property rights of others and has adopted a policy providing for the removal of infringing content and the termination of repeat infringers, in accordance with applicable law.

If You believe content available through the Services infringes Your copyright and You wish to request its removal, please submit a written notice to our designated Copyright Agent at legal@snapdocs.com that includes all of the following, as required by 17 U.S.C. § 512(c):

1. A physical or electronic signature of the copyright owner or a person authorized to act on their behalf
2. Identification of the copyrighted work claimed to have been infringed
3. A description of the infringing content and its exact location on the Platform, in sufficient detail for Snapdocs to locate and identify it
4. Your name, address, telephone number, and email address
5. A statement that You have a good faith belief that the use of the material is not authorized by the copyright owner, its agent, or the law
6. A statement that the information in Your notice is accurate, and that You are the copyright owner or are authorized to act on their behalf

For Your notice to be actionable, it must comply with all of the above requirements. Please be aware that a copy of Your notice, including Your contact information, will be provided to the party whose content You claim is infringing.

Under 17 U.S.C. § 512(f), any person who knowingly makes a material misrepresentation in a DMCA takedown notice is liable for any damages, costs, and attorneys' fees incurred by the affected party as a result.