

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 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

You ("**You**," "**Your**," or "**User**") are a user of the Services. You may be:

- A Subscribing Customer using the Services directly;
- An individual or entity authorized by a Subscribing Customer to access the Services — including a Signer, Participant, agent, contractor, employee, or other representative involved in a real estate or financial transaction;
- A Consumer Customer accessing the Services or Platform independently; or
- A notary public — whether acting individually or as an employee or contractor of a signing service or other notary service provider (each, a "**Notary**").

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.

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

### Legally Binding Agreement

These Terms — including the Supplemental Notary Terms — 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.

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## **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

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

- **Consumer Customers.** Individuals who access the Platform directly (and not solely through a Subscribing Customer) to obtain remote online notarization ("**RON**") services or related Services for personal, family, household, or other non-commercial purposes ("**Consumer Customers**" or "**Consumers**").
- **Subscribing Customers.** This term refers to and includes (a) title, escrow and signing service customers that only use Snapdocs' notary scheduling services to help their Signers sign documents for loan and other real estate closings, and (b) lenders using the Services to enable loan closings or other transactions, including secondary market transactions. Subscribing Customers subscribe to the applicable Services through separately negotiated agreements ("**Subscribing Customer Agreements**") that govern their relationship with Snapdocs.
- **Signers.** Individuals and entities who are taking out or signing a loan or other transaction (like borrowers, guarantors, and non-borrowing spouses) and working with Subscribing Customers to complete their transactions ("**Signers**").
- **Participants.** Other parties related to a particular closing or transaction (like title/escrow companies, real-estate agents and others not employed by a Subscribing Customer) seeking to monitor or facilitate the signing of documents by the Signers with the Subscribing Customer's permission ("**Participants**").
- **Notaries.** Definition includes notary signing agents and any authorized attorneys seeking to advertise on the Platform to provide notary signing services (including remote online notary services) to Subscribing Customers or other individuals or entities, and schedule or accept requests to schedule notary signing service appointments ("**Signing Appointments**"). All Notaries that utilize the Services agree to and are bound by the Supplemental Notary Terms as well.

**Our Services.** Snapdocs' Platform offers the following services:

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

- Snapdocs Notary Platform and related services enabling Notaries to offer and advertise their notary signing services and facilitate those services and Signing Appointments via in-person notarization, RON or in-person electronic notarization; and
- Snapdocs eSign Solution and related products and services enabling You to sign documents via the Snapdocs Platform.

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

### 3. USER GENERATED CONTENT

**“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](mailto: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. UNDERSTANDING SNAPDOCS' RELATIONSHIP WITH NOTARIES

### **Snapdocs as a Venue Only**

Snapdocs' notary services provide two things: (1) a way for Subscribing Customers, Consumer Customers, and other individuals and entities to find, communicate with, and hire Notaries, including RON Services; and (2) a means of processing payment between those parties and Notaries.

For Consumer RON Services, Snapdocs may facilitate scheduling, identity verification, payment processing, and the technology needed to conduct a notarial act. The notarial act itself, however, is performed solely by the commissioned Notary in accordance with applicable law.

Snapdocs is not an employment service and is not an employer of any Notary. When a Subscribing Customer, Consumer Customer, or other individual or entity engages a Notary, they enter into a direct agreement with each other for a Signing Appointment — Snapdocs is not a party to that agreement. Notaries acknowledge they are providing services solely on behalf of the party requesting those services, not Snapdocs. Neither requesting nor performing services creates an employment or agency relationship between a Notary and Snapdocs.

Snapdocs does not:

- Control the quality, safety, or legality of any notary services;
- Control a Notary's ability to provide signing services, or a Subscribing Customer's ability to pay Notaries;
- Supervise, direct, or control a Notary's work in any manner;
- Set a Notary's work hours or location;
- Determine the type or amount of compensation for any Signing Appointment;
- Provide Notaries with training, equipment, or materials;
- Provide feedback or ratings to Notaries — any ratings reflected on a Notary's profile come solely from Users or Subscribing Customers, though ratings may be algorithmically weighted or processed; or
- Endorse any Notary or their services.

### **“Snapdocs Verified” Accounts Explained**

Some Notaries may apply for a “**Snapdocs Verified**” designation by submitting credentials and identification, including, for example, their notary commissions, background check reports, E&O insurance policies, government-issued identification, title producers license (TIPIC) and bonds (where applicable). Snapdocs reviews these materials to confirm that the submitted documentation satisfies Snapdocs' platform eligibility requirements and, if such requirements are satisfied, designates the Notary as “Snapdocs Verified.”

“Snapdocs Verified” reflects only that the applicable eligibility documentation has been reviewed and confirmed as meeting Snapdocs' platform requirements at the time of verification when the Notary provides such documents.

EXCEPT AS SET FORTH IN A DULY EXECUTED WRITTEN AGREEMENT IN WRITING, SUBSCRIBING CUSTOMER/CONSUMER CUSTOMER REMAINS SOLELY RESPONSIBLE FOR CONFIRMING THAT ANY NOTARY ENGAGED FOR A TRANSACTION HOLDS VALID AND CURRENT CREDENTIALS AT THE TIME OF THE TRANSACTION. SNAPDOCS DOES NOT VERIFY ANY NOTARIES' CREDENTIALS ON A TRANSACTION BY TRANSACTION BASIS.

It does not represent or imply any endorsement by Snapdocs, certification of competency, supervision, or any guarantee of performance, conduct, or compliance with applicable law. Whether any Subscribing Customer or Consumer Customer requires a notary that has been "Snapdocs Verified" is at the sole discretion of the applicable customer. All representations set forth in this Section, elsewhere in these Terms, and in the Supplemental Notary Terms apply equally to all Notaries, regardless of whether their profiles are designated as "Snapdocs Verified."

FOR THE AVOIDANCE OF DOUBT, NOTARIES ARE INDEPENDENT SERVICE PROVIDERS AND ARE NOT EMPLOYEES, AGENTS, JOINT VENTURERS, OR REPRESENTATIVES OF SNAPDOCS. NOTARIES DO NOT HAVE AUTHORITY TO BIND SNAPDOCS OR TO ENTER INTO ANY WRITTEN OR ORAL AGREEMENT—WHETHER EXPRESS OR IMPLIED—ON SNAPDOCS' BEHALF.

Snapdocs does not supervise, direct, control, or assume responsibility for the conduct or performance of Notaries (including, without limitation, any witnesses they provide) and shall have no responsibility to monitor or enforce compliance with applicable laws or professional standards by Notaries. All such responsibility rests solely with the Notary.

Except solely with respect to Snapdocs' express obligations to facilitate payments as set forth in these Terms, Snapdocs shall not be liable for, and expressly disclaims, any and all claims, losses, damages, liabilities, costs, or 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 Subscribing Customer, Signer and/or a Notary ((including, without limitation, any witnesses such Notary provides); (ii) the services performed or not performed by any Notary; or (iii) any act, omission, misconduct, negligence, or violation of law by any Notary.

## 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 Date 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 as provided through the limited credential check offered 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

**General Consent.** Snapdocs may provide access to electronic signature services (the "**eSign Solution**") as part of the Services, including for use with notarized documents. The eSign Solution is designed to comply with the U.S. Electronic Signatures in Global and National Commerce Act ("**ESIGN Act**") and the Uniform Electronic Transactions Act ("**UETA**").

By using the eSign Solution, You agree to conduct business using electronic communications, records, and signatures in lieu of paper documents. You acknowledge that under ESIGN and UETA, electronic signatures carry the same legal weight as handwritten signatures on paper.

Before electronically signing any document, You agree to read and understand its contents, confirming that You are able to access and review the electronic information within the document prior to signing. Use of the eSign Solution is not required — You are not obligated to sign documents electronically.

While Snapdocs may generate audit trails in connection with the eSign Services and RON Services, Snapdocs makes no representation or warranty regarding the legal validity, enforceability, or evidentiary admissibility of any electronic signature, notarization, audit trail, or related record under ESIGN, UETA, or any other applicable law.

**Consumer Consent Responsibility.** The Subscribing Customer that initiated a signing workflow is solely responsible for obtaining any legally required consumer consent to transact electronically prior to initiating that workflow, including any consent required under the ESIGN Act and UETA. Access to and use of the eSign Solution does not substitute for, or constitute evidence of, any consent that the Subscribing Customer is separately required to obtain and document.

#### 9. NOTE REGARDING REMOTE ONLINE NOTARIZATIONS AND ESIGN SOLUTION.

**International Use.** RON Services are available only where the notarial act is performed by a notary commissioned in a U.S. state that authorizes remote online notarization and is conducted in compliance with applicable state law in effect at the time of the transaction. Laws governing remote or online notarization for international use vary by country and are not verified by the Platform. You are solely responsible for determining whether use of the RON Services is legally permissible for each transaction, including with respect to the applicable jurisdiction and transaction type at the time of use. Prior to using the Platform, you should confirm with the intended recipient that they will accept electronically signed or notarized documents, as acceptance is at the recipient's sole discretion and may depend on their interpretation of applicable law.

**Interstate Recognition.** Each U.S. state has its own laws governing whether documents notarized in other states will be recognized. If You have questions about whether Your documents may be remotely notarized or accepted, You should consult Your own legal counsel.

**Fees.** If You are a Consumer Customer, You agree to pay all fees disclosed to You at the time of booking or initiating a remote online notarization session, including without limitation platform fees, notary fees, identity verification fees, convenience fees, expedited service fees, and applicable taxes (collectively, "**Consumer Fees**").

All Consumer Fees will be presented to You prior to confirmation of Your appointment or session, and are payable when You confirm Your appointment.

Snapdocs reserves the right to modify Consumer Fees upon notice to You. Changes will not apply retroactively to confirmed appointments.

**Right to Decline.** Snapdocs reserves the right to decline or discontinue any RON request that Snapdocs or the commissioned notary determines cannot be lawfully or appropriately

completed through the Platform, based on document type, intended use, recipient requirements, or applicable law.

**Session Consent and Requirements.** By participating in a RON session, You consent to audio-video communication, recording of the ceremony as required by law, and creation of electronic journal entries. You are responsible for ensuring You have a functioning camera, microphone, reliable internet connection, and appropriate lighting, and that Your environment allows the notary to clearly see, hear, and communicate with You. If a session is interrupted due to technical failure, the notary may be required by law to terminate the session and initiate a new notarial act. Additional fees may apply where permitted and disclosed.

**Cancellations and No-Shows.** If You cancel Your appointment prior to the scheduled session time, refunds (if any) will be issued in accordance with the cancellation policy presented to You at the time of booking. If You fail to attend a scheduled session, fail to complete required identity verification steps, or are unable to complete the session due to reasons within Your control, You may forfeit some or all Consumer Fees.

**Session Failure.** If a session cannot be completed due to a technical issue solely attributable to Snapdocs' systems, Snapdocs may, in its sole discretion, reschedule the session or refund applicable Consumer Fees.

**Governing Law.** The notarial act performed during a RON session is governed by the laws of the state in which the notary is commissioned and physically located at the time of the act. Eligibility requirements, identity verification standards, journal and recording retention requirements, and permissible notarial acts may vary by state.

**Availability.** RON services are not available in all jurisdictions or for all transaction types, and availability may change at any time based on legal, compliance, technical, or operational considerations.

**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.

## 10. BIOMETRIC INFORMATION

In connection with certain Services, including the RON Services and the eSign Solution, 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.

Biometric identifiers and biometric information will be retained only until the initial purpose for collection has been satisfied or within three (3) years of your last interaction with us, whichever occurs first, unless a longer retention period is required by applicable law.

## 11. SPECIAL NOTE RE DOCUMENT RETENTION

**Remove Online Notarization Information.** "**RON Records**" means the audio-video recording of the notarial ceremony, the electronic journal/electronic record of the act, and related identity-proofing logs/metadata (excluding biometric information, which is governed by the retention period described in the Privacy Policy). Snapdocs will retain RON Records for the longer of (i) ten (10) years, or (ii) any longer period required by a mortgage investor/insurer/custodian, servicer, title underwriter, regulator, or applicable law. Where permitted, the notary appoints Snapdocs as agent/repository; ownership and control of the records remains with the notary where required by law. Snapdocs may use qualified third-party storage with industry-standard security.

During such retention period, Snapdocs will provide lawful access, upon authenticated request, to the notary, Subscribing Customer, signers to the applicable documents, and to any purchaser, assignee, investor, servicer, custodian, title insurer, regulatory authority, or other authorized party with a legitimate interest in the related transaction, in each case as permitted by applicable law. If You are a participant in a remote online notarization, You may request access to RON Records in accordance with applicable law. Snapdocs may (i) require reasonable identity verification prior to releasing any RON Records, (ii) redact information relating to third parties as required or permitted by law, and (iii) charge reasonable administrative fees where permitted by applicable law. At the end of the retention period, RON Records will be permanently deleted and Snapdocs will provide confirmation of such deletion upon request.

**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. Signers are encouraged to download and retain copies of all executed documents at the time of signing. Following termination of a Subscribing 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 failure to maintain or provide access to executed documents.

## 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 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 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 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.** 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, the Supplemental Notary 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.

<b>CLASS ACTION AND REPRESENTATIVE ACTION WAIVER</b>
<p><b>YOU AND SNAPDOCS EACH WAIVE THE RIGHT TO PARTICIPATE IN OR BRING ANY CLASS ACTION, COLLECTIVE ACTION, OR REPRESENTATIVE ACTION.</b> 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 claims or proceedings with any other person without all parties' written consent; or (iv) participate in any proceeding in which either party acts in a representative capacity on behalf of the general public or other persons. <b>EACH DISPUTE MUST BE BROUGHT ON AN INDIVIDUAL BASIS ONLY.</b> Any dispute found not subject to arbitration must still be brought individually and not as part of a class or representative action.</p>

**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 California's Private Attorneys General Act ("**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 San Francisco County, California, or in the county where You reside (or, for businesses, where Your principal place of business is located). Any small claims action must seek only individualized relief on an individual claim. The class action and representative action waiver still applies.

### **Arbitration Procedure**

*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](mailto: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 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.

### *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](mailto: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 (a "Consumer"), You may opt out of this arbitration section by sending written notice to [legal@snapdocs.com](mailto: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](mailto: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, for businesses, where Your principal place of business is located, without regard to conflict of law principles. 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 agree to submit to the personal jurisdiction and exclusive venue of the state courts in San Francisco County, California, and the federal courts of the Northern District of California.

**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](mailto: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](mailto: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](mailto: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.**

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 only a neutral venue through which You 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 (**Understanding Snapdocs' Relationship with Notaries**), which You acknowledge and affirm applies to You in its entirety.

3. **ACCOUNT REQUIREMENTS.**

**Registration.** To provide notary services through the Platform, You must register for a Notary account ("**Account**") and provide accurate, complete, and up-to-date information as prompted by the registration process. You may deactivate Your Account at any time by following the instructions on the Platform.

**Account Security and Responsibility.** You are solely responsible for:

- Maintaining the accuracy and completeness of Your Account information at all times;

- Maintaining the confidentiality of Your login credentials;
- All activity that occurs under Your Account; and
- Immediately notifying Snapdocs of any unauthorized use or suspected breach of Your Account.

You may not permit any other person or entity to use or access Your Account or to attend signings on Your behalf, including other members of any “**Notary Team**.” Each notary must maintain a separate Account.

You may not use the Platform if You are not the owner or authorized administrator of the device on which You access the Services.

**Suspension and Termination.** Snapdocs reserves the right, in its sole discretion, to suspend or terminate Your Account and refuse any current or future use of the Platform if: (i) Your name appears on any industry exclusionary list (including without limitation the Federal Home Loan Mortgage Corporation Exclusionary List); (ii) You violate these Supplemental Notary Terms, the Terms of Use, the Acceptable Use Policy, or the Privacy Policy; (iii) there is a sustained period of inactivity or lack of responsiveness to Customers or Snapdocs; or (iv) for any other reason Snapdocs deems appropriate to protect the Platform, its users, or its business interests.

Snapdocs does not supervise, monitor, or control the manner in which You perform notarial or signing agent services, and nothing in these Terms creates any such obligation. Snapdocs may exercise its termination or suspension rights based on information received from third parties, customer or user feedback, or data generated through use of the Platform, without undertaking any duty to investigate, verify, or act upon such information. The exercise of these rights does not imply that Snapdocs has assumed any responsibility for the quality or compliance of Your services. Snapdocs has no obligation to provide a reason for or prior notice of Account deactivation and will not be liable for any loss, including lost profits, arising from a suspension or termination.

**Location-Based Services.** Certain Services require location functionality to operate properly. If location permissions are not enabled on Your device, some or all Services may not function. Location information is used in accordance with Snapdocs’ Privacy Policy.

**Ratings and Feedback.** Snapdocs may collect, analyze, and maintain performance data, ratings, and feedback from customers regarding their experiences with individual notaries. This information is used for internal quality control and service improvement and may be shared with Subscribing Customers and other authorized platform Participants. Snapdocs reserves the right to disclose such information to third parties at its sole discretion. You acknowledge that ratings, feedback, and performance data will not be made directly available to You and that Snapdocs retains sole discretion over how such information is calculated, interpreted, disclosed, and used. Snapdocs will not be liable for any loss or damage arising from feedback or ratings posted about Your services.

#### 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. See Section 5 of the Terms of Use for full terms applicable to the “Snapdocs Verified” program.

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.** Snapdocs is not required to verify the identity of any person or entity You interact with through the Platform. 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. Payment received by Snapdocs from a Subscribing Customer through VendorPay is deemed payment made directly by that Subscribing Customer 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. Snapdocs does not set Notary Fees. 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.

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](mailto:support@snapdocs.com).

## 6. NOTARY WARRANTIES AND COVENANTS

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

- All information You submit to Snapdocs or post on the Platform—whether in Your profile, invoice, or otherwise—is true, accurate, and complete;
- Your participation on and use of the Platform, and performance of notarial services, do not and will not violate any applicable law or regulation, infringe, misappropriate, or otherwise violate any third-party rights (including intellectual property, privacy, or publicity rights), or breach any agreement or obligation to which You are a party;
- You will perform notary services in compliance with applicable law and in accordance with information provided by the requesting Subscribing Customer;
- You hold and will maintain all certifications, licenses, and other legal requirements necessary to perform the applicable notary services, including remote online notarization authorizations and applicable tax collection and remittance obligations;
- You maintain valid workers' compensation and professional liability insurance in amounts sufficient to satisfy Your statutory obligations and to cover any damages arising from Your notary services;
- You will not impose restrictions or policies on Subscribing Customers that were not disclosed to them in writing before engagement;
- You will not solicit Subscribing Customers to pay for Your services outside the Platform or otherwise circumvent Platform fees;
- You will maintain all notarial records in compliance with applicable law;

- You will protect the confidentiality of all individual data accessed through the Platform or in connection with Your notary services; and
- You will use personal information (including User Generated Content) of users and Subscribing Customers solely to communicate with them and provide the requested notary services, and for no other purpose, unless You have obtained their consent.

YOU ARE SOLELY RESPONSIBLE FOR THE ACCURACY AND COMPLETENESS OF ALL NOTARY SIGNING SERVICES YOU POST AND ALL INVOICES YOU SUBMIT. YOU ARE SOLELY RESPONSIBLE FOR THE ACTS AND OMISSIONS OF ANY WITNESS(ES) THAT YOU PROVIDE TO ANY INDIVIDUAL NOTARY APPOINTMENT.

From time to time, Snapdocs or its representatives may provide general informational guidance regarding certain notarial practices or document execution requirements. Such information is provided for convenience and educational purposes only, or as directed by a Subscribing Customer, and does not constitute legal advice or a representation, directive, or guarantee regarding how any notarial act should be performed.

**YOU REMAIN SOLELY RESPONSIBLE FOR DETERMINING THE PROPER MANNER OF PERFORMING ANY NOTARIAL ACT IN COMPLIANCE WITH APPLICABLE LAW.**

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](mailto: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](mailto: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.