

Consent to use Electronic Signatures, Records, and Communications

Definitions:

- (a) “**Account**” means the account you have with us now or in the future, including ones which you open through the Service.
- (b) “**Communications**” means each disclosure, notice, agreement, fee schedule, statement, record, document, transaction history, privacy policies, and other information we provide to you, or that you sign or submit or agree to at our request and any amendments thereto.
- (c) “**Service**” means each and every product and service we offer that you apply for, own, use, or access using the Internet, a website, email, messaging services and/or software applications, either now or in the future. eNotaryLog has no liability to you with respect to third party products and/or services which you apply for, use, or access using the Service.
- (d) “**you**”, “**your**”, “**my**”, “**me**”, and “**Customer**” means the person giving this consent, and also each authorized signer, authorized representative, and service user.
- (e) “**we**”, “**us**”, “**our**”, “**Provider**”, and “**eNotaryLog**” means eNotaryLog, LLC, and each and every current and future affiliate of eNotaryLog. The definition of a word or words in this Consent to use Electronic Signatures and Communications (“CESRC”) shall not define the same word or words in eNotaryLog’s Privacy Policy or Terms and Conditions, both of which have their own specific definitions and are separate and distinct documents from this CESRC. Likewise, any word or words which are not defined in this CESRC but are defined in eNotaryLog’s Privacy Policy and/or Terms and Conditions shall not be so defined herein. Further, references to eNotaryLog’s Privacy Policy and/or Terms and Conditions in this CESRC shall not be utilized to interpret any term or provision in either the Privacy Policy and/or the Terms and Conditions.

1. Your Consent to Use Electronic Records and Signatures; Method of Providing Communications to You in Electronic Form; Choosing to Receive Communications Electronically; in our sole discretion, the Communications we provide to you, or that you sign or agree to at our request, may be in electronic form (“Electronic Records”). We may also use electronic signatures and obtain them from you as part of our transactions with you.

By consenting to the use of electronic signatures, you agree that eNotaryLog may use electronic signatures in connection with your transactions with us. You agree that we may provide you with any and all Communications in electronic format. Your consent to receive electronic Communications and transactions includes: (a) Opening an Account or obtaining an eNotaryLog Service; (b) All legal and regulatory disclosures and Communications associated with the Account or the product or service available through the Service for your Account; (c) Notices or disclosures about a change in the terms of your Account or associated payment feature and responses to notices or requests from you; (d) our separate Privacy Policy and notices; and (e) Account statements for your Account or such other such Communications we may include from

time to time as part of the participation in the eNotaryLog Services including electronic notifications. Related documents may include marketing documentation and documentation required to be provided to you pursuant to regulatory rules, such as privacy notices and other important information regarding your Account.

Electronic Records may be delivered to you in a variety of ways. All Communications that we provide to you in electronic form shall be provided by one or more of the following methods:

(a) via email;

(b) to the extent of permissible by law, by access to a website, including our mobile websites;

(c) via our mobile applications; or (d) by requesting you download a PDF file containing the Communication.

We may always, in our sole discretion, provide you with any Communication in writing, even if you have chosen to receive it electronically.

There may be certain Communications that by law we are not permitted to deliver to you electronically, even with your consent. So long as required by law, we will continue to deliver those Communications to you in writing. However, if the law changes in the future and permits any of those Communications to be delivered as Electronic Records, this consent shall automatically cover those Communications as well.

2. Your Option to Receive Paper Copies. You should not expect to receive a paper copy of any Communication, unless you request it, or we otherwise deem it appropriate to do so. You can obtain a paper copy of an electronic Communication by printing it yourself or by requesting that we mail you a paper copy, provided that such request is made within a reasonable time after we first provided the electronic Communication to you. To obtain a paper copy, log into the Service and print or save a copy online or you may mail us a letter at SUITE 201, 10012 NORTH DALE MABRY HIGHWAY TAMPA, FLORIDA 33618 and request a paper version. Upon receipt of your letter, we will notify you of the fee to provide a paper copy, unless charging a fee is prohibited by applicable law. You must pay this fee in advance, if applicable, and then, we will mail you the paper copy. We reserve the right, but assume no obligation, to provide a paper (instead of electronic) copy of any Communication that you have authorized us to provide electronically.

3. Your Consent Covers All eNotaryLog Services. Your consent covers all Communications relating to any eNotaryLog Service. Your consent remains in effect until you give us notice that you are withdrawing it.

From time to time, you may seek to obtain a new eNotaryLog Service. When you do, we may remind you that you have already given us your consent to use Electronic Records and

signatures. If you decide not to use Electronic Records and signatures in connection with the new product or service, your decision does not mean you have withdrawn this consent for any other eNotaryLog Service.

You agree that we may satisfy our obligation to provide you with a copy of our separate Privacy Policy by keeping it available for review on <https://enotarylog.com>, or, with prior notice to you, on another website where we offer Services.

4. You May Withdraw Your Consent at any Time; Consequences of Withdrawing Consent; How to Give Notice of Withdrawal. You have the right to withdraw your consent at any time. Please be aware, however, that withdrawal of consent may result in the termination of your access to and use of our Services.

Your withdrawal of consent shall become effective after we have had a reasonable opportunity to act upon it.

To withdraw your consent, you must contact us at legal@enotarylog.com

Withdrawing your consent does not change the legal effect, validity, or enforceability of prior electronic disclosures but it does prevent you from doing future business with us online.

Please specify the information you wish to receive in paper form. Be sure to state that you are withdrawing your consent, requesting a copy of the disclosures, notices, or other specific item, and include your name and mailing address. Your request shall apply only to those specific items you designate. Upon receipt of your e-mail, we will notify you of the fee to provide a paper copy of the specified information, unless charging a fee is prohibited by applicable law. You must pay this fee in advance, if applicable, and then, we will mail you the paper copy.

5. You Must Keep Your Email or Electronic Address Current with Us. It is your responsibility to provide us with true, accurate and complete email address or other electronic address, contact, and other information related to this CESRC and your Account, and to maintain and update promptly any changes in this information. You can update information, by going through the Service.

6. Communications in Writing. All Communications in either electronic or paper format from us to you shall be considered “in writing”. You should print or download for your records a copy of this CESRC and any other Communication that is important to you. Questions regarding your Account can be addressed by sending an email to legal@enotarylog.com.

7. Hardware and Software You Will Need. To access, view, and retain electronic Communications that we provide or make available to you, you must have: (a) a Current Version (defined below) of an Internet browser we support; (b) a connection to the Internet capable of receiving, accessing, displaying, and either printing or storing Communications received from us in electronic form via email or by access to our website; (c) a Current Version of a program that accurately reads and displays PDF files (such as Adobe Acrobat Reader); and (d) a computer or other device and an operating system capable of accessing and supporting all of the above. Your

access to this page verifies that your system/device meets these requirements. You will also need a printer if you wish to print out and retain records on paper, and sufficient electronic storage capacity if you wish to retain records in electronic form on your computer's hard drive or other long term data storage device or service, and the ability to download and store files, including PDF files, in order to retain past Communications from eNotaryLog and/or for future reference.

You must also have an active valid email address (the email address designated by you).

In some cases, you may also need a specific brand or type of device that can support a particular software application, including an application intended for particular mobile or handheld devices.

By "Current Version," we mean a version of the software that is currently being supported by its publisher.

We reserve the right to discontinue support of a Current Version of software if, in our sole opinion, it suffers from a security flaw or other flaw that makes it unsuitable for use with eNotaryLog Products or Services.

8. Changes to Hardware or Software Requirements. If our hardware or software requirements change, and that change would create a material risk that you would not be able to access or retain your Electronic Records, we will give you notice of the revised hardware or software requirements. Continuing to use Services after receiving notice of the change is reaffirmation of your consent.

9. Applicable Law. You acknowledge and agree that your consent to electronic Communications is being provided in connection with a transaction affecting interstate commerce that may be subject to the federal Electronic Signatures in Global and National Commerce Act (or the Uniform Electronic Transactions Act as adopted by the state in which you reside), and that you and we both intend that each of the foregoing Acts apply to the fullest extent possible to validate our ability to conduct business with you by electronic means. If your state is not governed by either of these Acts, then the state of Florida's laws shall apply to the extent not preempted by federal law.

10. Termination/Changes. We reserve the right, in our sole discretion, to discontinue the provision of your electronic Communications, or to terminate or change our separate Terms and Conditions on which we provide electronic Communications. We will provide you with notice of any such termination or change as required by law.

11. Acceptance and Consent. By consenting to this CESRC, you agree to the following statements:

(a) I have read, understand and agree to be bound by the terms and conditions described herein and consent to receive electronic Communications according to the process described above;

(b) You and eNotaryLog and its affiliates agree to conduct transactions in electronic form;

(c) Certain documents may continue to be delivered to me via U.S. Mail and that in the future some or all of these documents may be made available for me to view electronically in accordance with this CESRC;

(d) My consent to view documents electronically does not automatically expire and is not limited as to duration;

(e) eNotaryLog and/or its agents may revoke my participation in the Services at any time at its and/or their discretion;

(f) Any third party and/or its agents providing products and/or services to you may revoke my participation in its products and/or services at any time at its and/or their discretion;

(g) Neither eNotaryLog, its agents nor any third party and/or its agents shall be liable for any loss, liability, cost, expense, or claim for acting upon this authorization or arising from my use of the Services or other third party product and/or services provided pursuant to this CESRC; and

(h) Documents that may be provided contain important information or disclosures concerning my Account and I agree to review such documents in a timely manner.

By using the Services, you acknowledge that you have read and agree to the terms set forth in this Consent to use Electronic Signatures, Records, and Communications.

As of 01/26/2020