

General Terms & Conditions

1 Introduction and Scope

eNotaryLog (“**Provider**” or “**we,**” “**us,**” or “**our**”) has created a website (“**Website**”) and platform through which persons can have documents electronically signed and/or notarized (together, the “**Platform**”). The purpose of these General Terms & Conditions (“**General Terms**”) is to set forth the terms and conditions under which you visit or access the Platform. When you visit the Platform, which includes our Website, you are a visitor (“**Visitor**”). Our General Terms apply to all Visitors.

Please note that these General Terms contains a Dispute Resolution Section below (Section 4.9), which includes a class action and jury trial waiver that affects your rights under these General Terms and with respect to any dispute you have with us.

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

2.1 Acceptance of the General Terms

Please read the General Terms carefully before you access or use the Platform. By visiting the Platform, you agree to be bound and abide by these General Terms. If you do not want to agree to these General Terms, you must **not** visit the Platform.

2.2 Eligible Visitors

The Platform is only offered and available to Visitors who are 18 years old or older. By using this Platform, you represent and warrant that you are at least 18 years old and are of legal age to form a binding contract with us. If you do not meet these requirements, you must not access or use the Platform. Under no circumstances can anyone under 13 years old visit the Platform.

2.3 Changes to the General Terms

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

3 Prohibited Uses of the Platform

You may use the Platform only for lawful purposes and in accordance with these General Terms. You agree not to: Use the Platform in any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).

- Use the Platform in any manner that could disable, overburden, damage, or impair the Platform or interfere with any other person's use of the Platform, including attacking the Platform via a denial-of-service attack or a distributed denial-of-service attack.
- Use any robot, spider, or other automatic device, process, or means to access the Platform for any purpose, including monitoring or copying any of the material on the Platform.
- Use any manual process to monitor or copy any of the material on the Platform, or for any other purpose not expressly authorized in these General Terms without our prior written consent.
- Use any device, software, routine, programs, applications, or technologies that will or may have a material negative effect upon the performance of a computer or introduce material security risks to a computer or that interferes with the proper working of the Platform.
- Introduce into the Platform any viruses, Trojan horses, worms, logic bombs, adware, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Platform, the server on which the Platform is stored, or any server, computer, or database connected to the Platform.
- Otherwise attempt to interfere with the proper working of the Platform.

4 General Visitor Terms

4.1 Provider Intellectual Property Rights

The Platform and its entire contents, features, and functionality constitute Provider Intellectual Property Rights and are owned by the Provider, its licensors, or other providers of such material. Provider Intellectual Property Rights are protected by United States copyright, trademark, patent, trade secret, and other intellectual property or proprietary laws.

Nothing in these General Terms provides any assignment or license to Provider's Intellectual Property Rights, except for a limited, nonexclusive, non-sublicensable, non-transferable, terminable right to visit the Platform in accordance with the General Terms.

Nothing in these General Terms shall operate to assign or transfer any Intellectual Property Rights from Provider to Visitor.

“Intellectual Property Rights” means any and all rights in intangibles, worldwide, whether registered or unregistered, including, without limitation, application for intellectual property rights, any and all rights to file such applications, including, without limitation, copyrights, data compilations, trade secrets, know-how, discoveries, inventions, creative ideas, good will, going concern, workforce obligations, covenants, indemnifications, business names, trade names, trademarks, service marks, trade dress, patents, utility models, industrial designs, maskworks, domain names and any other intangibles having value, however defined worldwide.

4.2 Privacy Policy

All information we collect on the Platform is subject to our [Privacy Policy](#). By visiting the Platform, you consent to all actions taken by us with respect to your information in compliance with the [Privacy Policy](#).

4.3 Disclaimer

You understand that we cannot and do not guarantee or warrant that the Platform will be free of viruses or other destructive code. You are responsible for implementing sufficient anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. To the fullest extent provided by law, we will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses, or other technologically harmful material that may infect your computer equipment, computer programs, data, or other proprietary materials due to your use of the Platform.

The Platform is provided on an “as is” and “as available” basis, without any warranties of any kind, either express or implied. Neither the Provider nor any person associated with the Provider makes any warranty or representation with respect to the completeness, security, reliability, quality, accuracy, or availability of the Platform. Without limiting the foregoing, neither the Provider nor anyone associated with the Provider represents or warrants that (a) the Platform or Services will be accurate, reliable, error-free, or uninterrupted; (b) that defects will be corrected; or (c) that the Platform or Services will meet your needs, requirements, or expectations.

To the fullest extent provided by law, the Provider hereby disclaims all warranties of any kind, whether express or implied, statutory, or otherwise, including, but not limited to, any warranties of merchantability, non-infringement, and fitness for a particular purpose. The foregoing does not affect any warranties that cannot be excluded or limited under applicable law.

4.4 Limitations on Liability

To the fullest extent provided by law, in no event will the collective liability of Provider, its affiliates, licensors, service providers, employees, agents, officers, and directors be liable for damages of any kind, under any legal theory, arising out of or in connection with your use, or inability to use, the Platform, including any direct, indirect, special, incidental, consequential, or punitive damages, including but not

limited to, lost profits, lost business, loss of use, or loss or misuse of data, and whether caused by tort (including negligence), breach of contract, or otherwise, even if foreseeable.

IMPORTANT NOTE TO NEW JERSEY CONSUMERS

If you are a consumer residing in New Jersey, the following provisions of these General Terms do not apply to you (and do not limit any rights that you may have) to the extent that they are unenforceable under New Jersey Law: (i) the disclaimer of liability for any indirect, special, incidental, consequential, or punitive damages of any kind (for example, to the extent unenforceable under the New Jersey Punitive Damages Act, the New Jersey Products Liability Act, the New Jersey Uniform Commercial Code, and the New Jersey Consumer Fraud Act); (ii) the limitation on liability for lost profits or loss or misuse of any data (for example, to the extent unenforceable under the New Jersey Identity Theft Protection Act and the New Jersey Consumer Fraud Act); (iii) application of the limitations of liability to the recovery of damages that arise under contract and tort, including, without limitation, negligence, strict liability, or any other theory (for example, to the extent such damages are recoverable by a consumer under New Jersey law, including, without limitation, the New Jersey Products Liability Act; and (iv) the Governing Law provision (for example, to the extent that your rights as a consumer residing in New Jersey are required to be governed by New Jersey law).

4.5 Indemnification

You agree to defend, indemnify, and hold harmless the Provider, its affiliates, licensors, and service providers, and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these General Terms or your use of the Platform or your use of any information obtained from the Platform.

4.6 Links from the Platform

If the Platform contains links to other sites and resources provided by third parties, these links are provided for your convenience only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to from the Platform, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

4.7 Interpretation

The clause headings do not affect the interpretation of these General Terms. General words shall not be given a restrictive interpretation by reason of being preceded or followed by words indicating a particular class of acts, matters or things.

4.8 Governing law

These General Terms shall be governed by and construed in accordance with Florida law as if executed and fully performed in Florida, without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction).

4.9 Dispute resolution

4.9.1 Arbitration, jury waiver, and class action waiver

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

4.9.2 Arbitration rules

The arbitration will be administered by the American Arbitration Association ("AAA"). Except as modified by this "Dispute Resolution" provision, the AAA will administer the arbitration in accordance with either (A) the Commercial Arbitration Rules then in effect, or (B) the Consumer Arbitration Rules then in effect if the matter involves a "consumer" agreement as defined by Consumer Arbitration Rule R-1

(together, the "**Applicable AAA Rules**"). The Applicable AAA Rules are available at <https://www.adr.org> or by calling the AAA at 1-800-778-7879. The Federal Arbitration Act will govern the interpretation and enforcement of this entire "Dispute Resolution" provision.

4.9.3 Arbitration process

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

4.9.4 Arbitration location and procedure

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

4.9.5 Arbitrator's decision

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

improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)).

4.9.6 Fees

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

4.9.7 Changes

Provider reserves the right to change this "Dispute Resolution" section, but any such changes will not apply to disputes arising before the effective date of such amendment. Notwithstanding the provisions of the modification-related provisions above, if Provider changes this "Dispute Resolution" section after the date you first accepted these General Terms (or accepted any subsequent changes to these General Terms), you agree that your continued use of the Platform after such change will be deemed acceptance of those changes. If you do not agree to such change, you may reject any such change by providing Provider written notice of such rejection by mail or hand delivery to: eNotaryLog, LLC 10012 North Dale Mabry Hwy. Ste 201 Tampa Florida, 33618, or by email from the email address associated with your account to legal@enotarylog.com, within 30 days of the date such change became effective, as indicated in the "Last updated" date above. In order to be effective, the notice must include your full name and clearly indicate your intent to reject changes to this "Dispute Resolution" section. By rejecting changes, you are agreeing that you will arbitrate any dispute between you and Provider in accordance with the provisions of this "Dispute Resolution" section as of the date you first accepted these General Terms (or accepted any subsequent changes to these General Terms, as applicable).

4.9.8 Other remedies for California residents

The provisions of this Section 4.9 do not prohibit California residents from obtaining provisional or ancillary remedies such as injunctive relief.