

Terms of Use

Last Updated: April 24, 2026

PLEASE READ THESE TERMS OF USE (“TERMS”) CAREFULLY. THEY INCLUDE A JURY TRIAL AND CLASS ACTION WAIVER THAT MAY AFFECT YOUR LEGAL RIGHTS.

Welcome to NotaryCam, Inc.’s (“NotaryCam”) electronic signature platform (the “Platform”), which allows documents to be signed electronically (“eSignatures”) on a software-as-a-service basis. “eSignature Services” means your use of the Platform to sign documents electronically under these Terms.

You may have accessed the Platform or eSignature Services directly through NotaryCam or through another company or entity using its own branding. Regardless of how you accessed the Platform or eSignature Services, your use is governed by these Terms. If you are accessing the Platform or eSignature Services through another company, that company may also have its own terms that apply in addition to these Terms, and you should review those carefully.

These Terms apply to two types of users: (1) Signers and (2) Subscribers. “Signers” are individuals who do not have a subscriber account and use the Platform only because they were invited to review and sign a document. “Subscribers” are individuals or businesses that create an account to prepare, send, and manage documents for electronic signature.

To keep things clear, these Terms are divided into sections. Section 1 applies only to Signers. Section 2 applies only to Subscribers. Section 3 applies to both. The sections that apply to you depend on the role in which you access and use the Platform. **If you do not agree to the applicable Terms, you may not access or use the Platform or eSignature Services.**

I. APPLICABLE TO SIGNERS ONLY – E-SIGN CONSENT

If you are a Signer, this section applies specifically to you. By proceeding with the eSignature Services, you agree to be bound by **both** (i) the terms in this Section I applicable to Signers only and (ii) the terms in Section II that applies to both Signers and Subscribers. You should read both sections carefully before continuing. **If you do not agree to the applicable Terms, you may not access or use the Platform or eSignature Services.**

1. Consent to Use of e-Signatures.

By clicking “ACCEPT” and proceeding with the eSignature Services, you consent to the use of electronic signatures, which are legally binding and enforceable under the federal Electronic Signatures in Global and National Commerce Act (“E-SIGN Act”), the Uniform Electronic Transactions Act (“UETA”), and any other applicable state laws governing electronic signatures.

2. Scope of Your Consent

Your consent applies only to the specific signing event presented to you. A “signing event” may involve one or more documents relating to a single transaction or request. If you are later asked to participate in a different or unrelated signing event, your consent will be requested again.

3. Right to Decline Electronic Signing

You are not required to consent to the use of electronic records or electronic signatures. If you do not consent, you should stop the current signing event and notify the person or company that requested your signature that you do not agree to use electronic signatures. That party can then arrange for you to receive documents and sign them using a non-electronic format.

4. Right to Withdraw Consent

You may withdraw your consent at any time before signing by emailing info@notarycam.com with the subject line “E-Consent Withdrawal.” If you withdraw your consent:

- a) All documents you signed electronically before your withdrawal will remain valid and enforceable; and
- b) For future transactions, the company or person requesting your signature must provide you with the documents for signature on paper and may require you to sign in a non-electronic format.

5. Access to and Retention of Electronic Records

By consenting to electronic signatures, you agree that electronically signed records may be provided to you electronically. Electronic copies of documents will be available to you for download for thirty (30) days after completion of the signing event, unless you are informed otherwise in writing at the time of signing. After that period, to obtain copies of your documents you must contact the Subscriber and/or the person or company that requested/initiated the signing.

6. Hardware and Software Requirements

To use the eSignature Services or to access and download e-signed documents, you must have:

- a computer, tablet, or mobile device with internet access;

- a current web browser capable of supporting encrypted connections;
- if applicable, access to a functioning webcam (for e-notary services); and
- the ability to view and download PDF files.

You are responsible for ensuring that you can access and retain electronic records before consenting. If your hardware or software changes in a way that affects your ability to access or retain records, you may withdraw your consent as described above.

7. NotaryCam is Not a Party

NotaryCam provides the technology and Platform that enables electronic signing, but NotaryCam is not the party requesting your signature, is not a party to the documents being signed, and does not control or participate in the underlying transaction or signing event. The signing event is initiated and managed solely by the Subscriber or other party that requested your signature.

NotaryCam is not responsible or liable for the content of any documents, the legality or enforceability of any agreement, the decision to require electronic signatures, or the actions or omissions of any party involved in the signing event. All questions, concerns, or requests related to the transaction or documents should be directed to the party that initiated the signing event.

8. Identity Verification (if applicable)

In some circumstances, in order to use the e-Signature Services and proceed with a signing event, you may be required to verify your identity. If identity verification is required for a signing event, you will not be able to proceed with e-signing unless the required verification is completed.

NotaryCam may use knowledge-based authentication (KBA) or other identity-verification methods, which may rely on public or non-public information. By proceeding, you agree to provide truthful, accurate, and complete information in response to any identity-verification requests.

9. Acknowledgment

By proceeding with the eSignature Services, you confirm that you:

- have read this disclosure;
- can access and retain electronic records; and
- consent to the use of electronic records and electronic signatures.

II. APPLICABLE TO BOTH SIGNERS AND SUBSCRIBERS

The terms in this Section II apply to both Signers and Subscribers. By accessing or using the Platform or eSignatures Services, you agree to be bound by the terms in this section.

1. Modification of These Terms

NotaryCam, Inc. reserves the right to update or modify these Terms at any time without prior notice. Before using the Platform or eSignature Services, you should review these Terms carefully as they may have changed since your last use. **ALL AMENDED TERMS BECOME EFFECTIVE UPON THE LAST UPDATED DATE REFLECTED IN THE TERMS.** Your continued use of the Platform or eSignature Services constitutes your agreement to updated Terms.

2. Your Privacy

By using the Platform and eSignature Services, you acknowledge and agree that NotaryCam provides the Platform as a technology and document-processing service. In that role, NotaryCam processes documents and information solely on the instructions of the Subscriber or other party initiating the signing event, and is not the party determining the purpose or use of the documents or personal information contained in them.

Your privacy rights under any applicable state or federal laws, including with respect to how your personal information is collected, used, shared, or processed, are subject to the privacy policies and practices of the Subscriber or any other party using the Platform or eSignature Services to initiate a signing event, not by NotaryCam. You should review those policies carefully.

3. Responsibility for Document Content

NotaryCam provides tools for electronic signature and document execution only. We do not review, monitor, verify, endorse, or guarantee the accuracy, completeness, legality, or appropriateness of any documents uploaded, generated, or signed through the Platform. By using the Platform or eSignature Services, you acknowledge and agree that NotaryCam shall not have any responsibility or liability for any claims, damages, losses, or disputes arising from or related to the content of documents processed through the Platform or using the eSignature Services.

4. Your Representations and Warranties

By accessing or using the Platform or eSignature Services, you represent, warrant, and agree that:

- a) You have the legal authority and capacity to agree to these Terms and to use the Platform and eSignature Services as permitted.

- b) Your use of the Platform and eSignature Services does not breach or conflict with any other agreement or legal obligation that applies to you, including confidentiality or nondisclosure obligations.
- c) All information you provide to NotaryCam is truthful, complete, and accurate, and you will promptly update it if anything changes. You also confirm that you have the right to provide this information.
- d) NotaryCam may refuse or limit access to the Platform or eSignature Services at any time for any lawful reason.

5. Communications With You

In order for you to fully use the Platform or eSignature Services, NotaryCam or its service providers may communicate with you regarding the services, either through emails, texts, or phone calls. You may also receive periodic e-mail messages from us, and all such e-mails will allow you the opportunity to opt-out from receiving subsequent e-mail messages. If you opt out of communications, you may not be able to use the Platform or eSignature Services.

6. Intellectual Property Rights

- a) **NotaryCam's Intellectual Property.** NotaryCam (and its licensors) retains all rights, title, and interest in and to the Platform, including its software, technology, design, architecture, interfaces, website, and all related Intellectual Property. Except as expressly permitted in these Terms, no rights or licenses are granted to you. You may not copy, reproduce, modify, distribute, publish, transmit, sell, create derivative works of, or otherwise use any portion of the Platform, website, or eSignature Services without NotaryCam's prior written consent, except where the Platform expressly allows access or downloading.

For purposes of these Terms, "Intellectual Property" includes all patents and patent applications; copyrights, mask works, and other rights in works of authorship; trade secrets and confidential information; design, architecture, schemas, and engineering know-how; proprietary rights in intangible property; and all related continuations, renewals, extensions, and associated rights.

- b) **Trademarks, Branding, and Proprietary Content.** "NotaryCam," the NotaryCam logo, the Platform, NotaryCam's website, and all related branding are the exclusive property of NotaryCam, Inc. All other trademarks, service marks, product names, logos, and branding appearing on the Platform are the property of their respective owners. All content made available through the Platform or website—including text, images, graphics, and user-interface elements—is protected by copyright, trademark, and other proprietary laws. You may not use, remove, obscure, or alter any proprietary notices displayed on or within the Platform.

- c) **Your Content.** You retain all rights, title, and interest in and to any information, data, documents, or other materials you upload or submit through the Platform (“Your Content”). You grant NotaryCam a non-exclusive, worldwide, royalty-free license to use, store, reproduce, display, and process Your Content solely as necessary to provide the Platform and eSignature Services and to support your use of them.
- d) **Your Feedback.** If you provide NotaryCam with any suggestion, idea, enhancement request, recommendation, or feedback regarding the Platform or eSignature Services (“Feedback”), you agree that:
 - i. NotaryCam has no obligation to keep the Feedback confidential;
 - ii. NotaryCam may use, disclose, publish, or otherwise exploit the Feedback for any purpose; and
 - iii. You are not entitled to any credit, compensation, or ownership rights in connection with the Feedback.

7. Platform Maintenance & Service Availability

NotaryCam uses commercially reasonable efforts to operate and maintain the Platform and to provide the eSignature Services in accordance with industry standards. You acknowledge and agree that the Platform or the eSignature Services may occasionally be unavailable due to scheduled maintenance, unscheduled emergency maintenance, or events outside NotaryCam’s reasonable control, including outages affecting third-party service providers. NotaryCam will use reasonable efforts to provide advance written notice of any scheduled service disruption, but does not guarantee uninterrupted or error-free operation of the Platform or eSignature Services.

8. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY AGREE THAT YOUR USE OF THE PLATFORM AND eSIGNATURE SERVICES IS AT YOUR SOLE RISK. THE PLATFORM, eSIGNATURE SERVICES, AND ALL MATERIALS, CONTENT, AND INFORMATION MADE AVAILABLE THROUGH THE PLATFORM AND eSIGNATURE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. TO THE FULLEST EXTENT PERMITTED BY LAW, NOTARYCAM DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, OR COMPLETENESS. NOTARYCAM DOES NOT WARRANT THAT (a) THE PLATFORM OR eSIGNATURE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (b) ANY DEFECTS WILL BE CORRECTED; (c) OR (d) ANY MATERIALS, CONTENT, OR INFORMATION YOU ACCESS OR DOWNLOAD THROUGH THE PLATFORM AND eSIGNATURE SERVICES WILL MEET YOUR

NEEDS OR EXPECTATIONS. YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE PLATFORM AND eSIGNATURE SERVICES IS AT YOUR OWN DISCRETION AND RISK.

9. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE THAT NOTARYCAM AND ITS OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, AFFILIATES, LICENSORS, AND PARTNERS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES WHATSOEVER ARISING OUT OF OR RELATING TO (a) YOUR USE OF OR INABILITY TO USE THE PLATFORM OR eSIGNATURE SERVICES; (b) ANY ERRORS, INTERRUPTIONS, DEFECTS, OR DELAYS IN OPERATION OR TRANSMISSION; (c) ANY LOSS OF DATA, PROFITS, BUSINESS, OR GOODWILL; OR (d) ANY FAILURE OF PERFORMANCE. THIS LIMITATION APPLIES REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, NEGLIGENCE, GROSS NEGLIGENCE, STRICT LIABILITY, STATUTE, OR OTHERWISE), EVEN IF NOTARYCAM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH ANY PART OF THE PLATFORM OR eSIGNATURE SERVICES, YOUR SOLE AND EXCLUSIVE REMEDY IS TO STOP USING THE PLATFORM OR eSIGNATURE SERVICES. YOU (AND NOT NOTARYCAM) ARE SOLELY RESPONSIBLE FOR ALL COSTS OF SERVICING, REPAIR, OR CORRECTION RELATED TO ANY DAMAGE ARISING FROM YOUR USE OF THE PLATFORM OR eSIGNATURE SERVICES.

10. CLASS ACTION AND JURY TRIAL WAIVER

TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AND NOTARYCAM AGREE THAT ANY DISPUTE, CLAIM, OR CONTROVERSY ARISING OUT OF OR RELATING TO THESE TERMS, THE PLATFORM, OR THE eSIGNATURE SERVICES MUST BE BROUGHT ON AN INDIVIDUAL BASIS ONLY. You and NotaryCam each waive any right to bring or participate in any class action, collective action, mass action, or representative proceeding, whether as a plaintiff, class member, or otherwise. No dispute may be joined or consolidated with any other proceeding involving the claims of other parties.

YOU AND NOTARYCAM FURTHER WAIVE ANY RIGHT TO A TRIAL BY JURY in any legal action or proceeding arising out of or relating to these Terms, the Platform, or the eSignature Services.

11. Governing Law

These Terms, and any dispute arising out of or relating to them, the Platform, or the eSignature Services, are governed by the laws of the State of Delaware, without regard to conflict-of-laws principles. Any legal action or proceeding must be brought exclusively in the state or federal courts located in the State of Delaware, and the parties consent to the personal jurisdiction and venue of those courts.

12. Admissibility of Electronic Records

A printed version of these Terms, and of any notice provided in electronic form by NotaryCam, shall be admissible in any arbitration, judicial, or administrative proceedings based on or relating to the Platform or the eSignature Services to the same extent and subject to the same conditions as other business records and documents originally generated and maintained in printed form.

13. Force Majeure

NotaryCam will not be liable for any delay or failure to perform its obligations under these Terms to the extent such delay or failure results from a Force Majeure event. A Force Majeure event includes, without limitation: acts of God; fire; flood; storm; explosion; accident; pandemic or epidemic; war; civil disorder; national or regional emergency; labor disputes (including strikes, lockouts, or work stoppages); or any law, regulation, order, or action of any governmental authority, or any other cause beyond NotaryCam's reasonable control.

14. Notices

All notices under these Terms must be in writing to the contact information provided in the Contact Us section and will be deemed given (a) when received, if delivered personally; (b) when receipt is electronically confirmed, if sent by email or facsimile; (c) the next business day, if sent by a recognized overnight delivery service; or (d) upon receipt, if sent by certified or registered mail, return-receipt requested.

15. Severability

If any provision of these Terms is held invalid or unenforceable, that provision will be enforced to the maximum extent possible or permitted or, if not possible, severed, and the remaining provisions will remain in full force and effect.

16. Entire agreement

These Terms, together with NotaryCam's Privacy Policy (if applicable) and any additional terms you agree to, form the complete and exclusive agreement between you and NotaryCam and supersede all prior or contemporaneous agreements relating to the Platform or eSignature Services.

17. Assignment

You may not assign or transfer your rights or obligations under these Terms. NotaryCam may assign or transfer its rights and obligations without restriction.

18. Survival

All provisions of these Terms that by their nature survive termination shall continue to apply, including without limitation intellectual-property rights, disclaimers, indemnification obligations, limitations of liability, governing law, and jury/class action waiver provisions.

19. No waiver

Failure by NotaryCam to enforce any provision of these Terms shall not constitute a waiver unless expressly stated in a signed writing.

20. Contact Us

For questions about these Terms or NotaryCam's privacy practices, please contact NotaryCam at the following:

NotaryCam
[ADDRESS]
[EMAIL ADDRESS]
[PHONE NUMBER]

III. APPLICABLE TO SUBSCRIBERS ONLY

If you are a Subscriber, this section applies specifically to you. This section is intended to supplement any agreed-upon terms in a contract between NotaryCam and your employer ("Contract"). In the event of a conflict between these terms and a Contract, the Contract will govern. By using the Platform or eSignature Services, you agree to be bound by **both** (i) the terms in this Section III applicable to Subscribers only and (ii) the terms in Section II that applies to both Signers and Subscribers. You should read both sections carefully before continuing. **If you do not agree to the applicable Terms, you may not access or use the Platform or eSignature Services.**

1. Account Registration and Security

To access and use the Platform and eSignature Services as a Subscriber, you must create and maintain an account with NotaryCam, which requires you to establish a username and password

and provide certain registration information. You are responsible for ensuring that your account information remains accurate and up to date.

NotaryCam uses commercially reasonable administrative, technical, and physical safeguards designed to protect the security, availability, and integrity of the Platform and the information processed through it. However, no security measures are foolproof, and NotaryCam does not guarantee that unauthorized access or security breaches will never occur.

You are solely responsible for maintaining the confidentiality and security of your account credentials, limiting access to your devices and account, and all activity that occurs under your account, whether authorized by you or not. You agree to promptly notify NotaryCam if you believe your credentials have been lost, stolen, or compromised, or if you become aware of any unauthorized access to or use of your account.

2. Your Equipment and Connectivity.

You are solely responsible for obtaining and maintaining all hardware, software, equipment, and internet services necessary to access and use the Platform and eSignature Service, and for all associated charges. Required hardware includes a computer or laptop and, depending on the services used, may require a functioning webcam. Required software includes an up-to-date version of the Chrome or Firefox browsers (with cookies enabled) and a current PDF viewer (such as Adobe Acrobat).

3. Your Use of the Platform and eSignature Services

Your use of the Platform and eSignature Services is conditioned on your acknowledgement and agreement to the following:

- a) **NotaryCam is Not a Party to Your Transactions.** NotaryCam provides the technology used to prepare, send, and sign documents, but is not a party to any document or transaction you initiate. All documents signed using the Platform are solely between you and the other party or parties involved. NotaryCam has no responsibility for, and makes no representations about, the content, legality, enforceability, or performance of any document or transaction processed through the Platform.
- b) **Identity Verification.** Certain Platform features may require identity verification of a signer. NotaryCam may use knowledge-based authentication (“KBA”) or other identity-verification methods, which may rely on public or non-public information. When KBA or any other verification method is used to verify a signer’s identity, NotaryCam makes no guarantees as to its accuracy or effectiveness and assumes no liability arising from or related to the use or results of such verification.
- c) **Suitability of Documents.** Not all documents are suitable for eSignatures. Some jurisdictions restrict or prohibit electronic execution of certain documents (e.g., wills or vehicle registrations). You are responsible for determining whether electronic signing is

appropriate for your documents. **NOTARYCAM, INC. DOES NOT PROVIDE LEGAL SERVICES OR ADVICE.**

d) **Compliance with Applicable Laws.** You are responsible for complying with all laws applicable to your use of the Platform and the transactions you initiate, including without limitation:

- i. the Electronic Signatures in Global and National Commerce Act (E-SIGN Act);
- ii. applicable state electronic-signature and notarization laws;
- iii. the USA PATRIOT Act;
- iv. the U.S. CAN-SPAM Act (for e-mails you send through the Platform);
- v. intellectual property laws;
- vi. all applicable anti-bribery, anti-corruption, and anti-money-laundering laws; and
- vii. any and all other applicable laws.

You are solely responsible for ensuring that your documents and signing workflows comply with all legal requirements.

e) You acknowledge and agree that you may not use the Platform to:

- i. impersonate any person or entity, misrepresent your identity or authority, or falsely claim any sponsorship or endorsement;
- ii. send unauthorized or unsolicited mass communications, including messages that violate applicable anti-spam laws;
- iii. upload, transmit, or share unlawful, defamatory, obscene, or infringing content, or content that violates the rights of others;
- iv. introduce malicious code, or attempt to hack, bypass, disable, or interfere with Platform security or protections;
- v. interfere with the operation or performance of the Platform, or disrupt other users' access or use;
- vi. engage in, encourage, or assist unlawful conduct, or conduct that could give rise to civil or criminal liability;
- vii. collect, harvest, or extract data (including personal information) without authorization;
- viii. use Platform content, data, or outputs to train or develop AI or machine-learning models;
- ix. reverse engineer, decompile, disassemble, or otherwise tamper with the Platform; or

- x. submit false, misleading, fraudulent, or unauthorized information or materials.
- f) Certain consumer protection or similar laws may impose specific requirements for electronic transactions involving one or more “consumers.” These requirements may include, without limitation: (i) obtaining the consumer’s consent to conduct business electronically; and/or (ii) providing the consumer with a paper copy, or access to a non-electronic copy, of the transaction record. You are solely responsible for determining whether a transaction involves a “consumer” and for complying with any consumer-protection laws that apply, including electronic consent, disclosures, and paper-copy requirements. **NotaryCam does not obtain, manage, or verify consumer consents on your behalf**, except as expressly stated in these Terms.

4. Your Representations and Warranties

In addition to the representations and warranties set forth in Section II of these Terms, by accessing or using the Platform or the eSignature Services, you represent and warrant that:

- e) **Account Responsibility.** You are solely responsible for all activity that occurs under your account, including maintaining the confidentiality and security of your login credentials and access permissions.
- f) **Unauthorized Access.** You will promptly notify NotaryCam if you become aware of any unauthorized access to or use of your account, or any security breach involving your credentials.. You acknowledge and agree that NotaryCam is not liable for any losses or damages arising from the unauthorized use of your account, whether or not such use occurs with your knowledge or consent.
- g) **Export Controls and Sanctions.** You are not located in, organized under the laws of, or ordinarily resident in any country or territory subject to U.S. embargoes or comprehensive sanctions, and you are not listed on any U.S. government restricted or denied-party list. You will comply with all applicable export control and economic sanctions laws in connection with your use of the Platform.

5. Document Retention

Unless expressly agreed otherwise in writing, executed documents are retained on the Platform for thirty (30) days after completion of a signing event, after which they may be permanently deleted and no longer accessible through the Platform.

You are solely responsible for downloading, storing, and maintaining copies of all executed documents in your own systems or records. You are also responsible for responding to any requests from signers for copies of executed documents after the Platform retention period has expired.

NotaryCam does not determine how long documents must be retained under applicable laws, regulations, or recordkeeping requirements and has no obligation to store, retrieve, or produce documents for you or any third party, whether before or after the 30-day retention period.

6. Beta, Pilot, and Trial Features

From time to time, NotaryCam may make beta, pilot, or evaluation features available. Such features are provided on an “AS IS” basis, may be changed or discontinued at any time, and are excluded from any service commitments or warranties. Your use of any beta, pilot, or trial features is voluntary and at your own risk.

7. Changes to the Platform and Services

NotaryCam may modify or discontinue Platform features. Core eSignature functionality will not be materially reduced without reasonable notice.

8. Termination / Access Restriction

NotaryCam may, in its sole discretion, suspend or terminate your access to the Platform or eSignature Services at any time and without prior notice, including if NotaryCam believes you have violated these Terms or engaged in conduct inconsistent with their intent. **NOTARYCAM SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY RESULTING FROM ANY SUCH TERMINATION OR SUSPENSION.**

9. Indemnification

You agree to indemnify, defend, and hold harmless NotaryCam, its parents, subsidiaries, affiliates, officers, directors, managers, employees, contractors, partners, and agents from and against any and all claims, liabilities, losses, damages, costs, and expenses (including reasonable attorneys’ fees) arising from your violation of these Terms or applicable law.