

WE DON'T LIKE FINE PRINT EITHER, BUT OUR LAWYERS MADE US WRITE THIS.

By visiting NotaryPro, NotaryPro Technologies Inc., NotaryPro.ca, NotaryPro.co, NotaryPro.com, LawyerPro.ca, ParalegalPro.ca, their related or affiliated websites, booking pages and/or scheduling tools, and by booking, scheduling, canceling or otherwise requesting an appointment with NotaryPro, you acknowledge and consent to the following terms and conditions.

NOTARYPRO TECHNOLOGIES INC.

PLATFORM TERMS & CONDITIONS OF USE

1. ACCEPTANCE OF THE PLATFORM TERMS & CONDITIONS OF USE

- a. These Platform Terms and Conditions of Use for www.NotaryPro.ca, www.NotaryPro.co, www.NotaryPro.ai, www.NotaryPro.com, www.LawyerPro.ca, www.ParalegalPro.ca (collectively, the "Platform") constitute a legal agreement and are entered into by and between you and NotaryPro Technologies Inc., dba NotaryPro ("NotaryPro," "we," "us," "our").
- b. The following terms and conditions, together with our Privacy Policy, found at <https://www.notarypro.ca/privacy-policy/> and any documents and/or additional terms they expressly incorporated by reference (collectively, these "Terms and Conditions"), govern your access to and use of, including any content, functionality, and services offered on or through the Platform.
- c. BY CLICKING TO ACCEPT, YOU ACCEPT AND AGREE TO BE BOUND AND COMPLY WITH THESE TERMS AND CONDITIONS. YOU REPRESENT AND WARRANT YOU ARE OF LEGAL AGE OF MAJORITY UNDER APPLICABLE LAW TO FORM A BINDING CONTRACT WITH US AND MEET ALL THE FOREGOING ELIGIBILITY REQUIREMENTS. IF YOU DO NOT MEET ALL OF THESE REQUIREMENTS OR AGREE TO THESE TERMS AND CONDITIONS YOU MUST NOT ACCESS OR USE THE PLATFORM OR ANY SERVICES OFFERED ON OR THROUGH THE PLATFORM. BY ACCEPTING THESE TERMS, YOU ALSO EXPLICITLY CONSENT TO THE COLLECTION AND PROCESSING OF YOUR PERSONAL DATA AS DESCRIBED IN OUR PRIVACY POLICY. YOU MAY WITHDRAW YOUR CONSENT AT ANY TIME BY CONTACTING US AT PRIVACY@NOTARYPRO.CA, BUT PLEASE NOTE THAT THIS MAY AFFECT OUR ABILITY TO PROVIDE YOU WITH CERTAIN SERVICES.

2. MODIFICATIONS TO THE TERMS AND CONDITIONS

- a. We may change these Terms and Conditions at any time in our sole discretion without notice. Any changes are effective immediately upon posting and apply to all access to and continued use of the Platform. By periodically reviewing the Terms and Conditions and continuing to use the Platform, you agree to accept any modifications.
- b. The information and material on this Platform may be changed, withdrawn, or terminated at any time in our sole discretion without notice. We will not be liable if, for any reason, all or any part of the Platform is restricted to users or unavailable at any time or for any period.

3. NOTARYPRO SERVICES

- a. NotaryPro operates as a leading online platform dedicated to facilitating access to certain legal services, including notary public and document commissioning services, as well as legal document creation. As an intermediary, we connect our clients with qualified and duly authorized legal professionals who adhere to the relevant legal frameworks, encompassing all applicable legal and ethical rules, regulations, and standards governing their licensure. We maintain a rigorous verification process to ensure all notaries on our platform hold current commissions and credentials, which are regularly audited and updated in our system.

Our Platform's offerings include:

- b. Access to notarization and virtual commissioning services for documents either in person or through a secure online platform, delivered by professionals who are duly appointed and authorized to perform notarial acts. For online commissioning and notarizations (in the United States), electronic signatures are considered legally binding and equivalent to physical signatures for all notarization purposes. Users must undergo rigorous identity verification, including: 1. Government-issued photo ID verification 2. Multi-factor authentication 3. Live video conference with real-time identity confirmation. We collect and process the following types of personal and business data: government-issued identification documents, digital signatures, transaction records, contact information, payment details, and any other information provided in the course of using our services.
- c. Notarial certificates issued through our platform will comply with all applicable legal requirements. These certificates will include mandatory elements such as the notary's name, commission number, expiration date, and jurisdiction. The format will adhere to province and state-specific guidelines and include a detailed description of the notarial act performed, the date of notarization, and the method of signer identification used.

- d. Where required by law, all commissioning and notarial acts will be comprehensively recorded, encrypted, and stored securely with detailed audit trails tracking each step of the notarization process, including user identity, timestamp, and document verification. For online commissioning and notarizations, electronic signatures are considered legally binding and equivalent to physical signatures for all notarization purposes. User data and notarization records will be retained for a minimum period of 10 years, or longer if required by specific provincial or state laws. We comply with all provincial and state-specific notary record retention requirements, which may vary by jurisdiction. Users can request information about specific retention periods applicable to their data.
- e. Where required by law, commissioned and notarized documents and associated records will be securely retained for a minimum of seven (7) years from the date of commissioning / notarization, in compliance with applicable legal record-keeping requirements.
- f. Our platform complies with all relevant electronic notarization technology standards and security protocols. We employ end-to-end encryption, multi-factor authentication, and tamper-evident technology to ensure the integrity and security of all electronic notarizations. Our system undergoes regular security audits and updates to maintain compliance with evolving industry standards and regulations.
- g. By using our platform for commissioning and notarization services, users explicitly consent to the recording of their sessions. Users may be prompted to provide verbal consent at the beginning of each recorded session. These recordings are maintained for legal and quality assurance purposes and may be accessed by authorized personnel or released to relevant authorities if required by law.
- h. For notarization purposes, our platform accepts documents in PDF, DOCX, and JPG formats. Documents must be clearly legible and complete. For electronic notarizations, documents must be in a format that allows for the application of electronic signatures and notary seals. Users must ensure their devices meet the minimum technical requirements for video conferencing, including a camera with at least 720p resolution and a stable internet connection with a minimum speed of 1 Mbps upload and download.
- i. Facilitation of connections with professionals who are licensed and qualified to offer verification services for sworn statements or affidavits or legal documents that require signing; and,
- j. Utilization of advanced AI technology to generate customizable legal templates and tools. These tools are not a substitute for legal advice and should not be relied upon as such.

4. ACCOUNTS, CREDIT CONSUMPTION, AND SUBSCRIPTION TERMS

a. Account Eligibility and Registration

- i. To access certain features of the Platform, including the purchase and use of Instant Notary Credits or subscription services, you must create a registered user account ("Account"). By creating an Account, you represent and warrant that:
- ii. You are the age of majority in your jurisdiction and capable of entering into a binding contract;
- iii. All information provided during registration and in connection with your Account is accurate, complete, and kept up to date;
- iv. You are using the Platform for lawful purposes and in compliance with these Terms and Conditions.
- v. Each Account must be associated with a unique email address. You are responsible for maintaining the confidentiality of your Account credentials and for all activity under your Account. If you suspect any unauthorized access to your Account, you must notify us immediately at support@notarypro.ca. We reserve the right to suspend or terminate access to your Account at any time for violation of these Terms and Conditions or for suspected fraud or abuse.

b. Authorized Users and Administrative Controls

- i. For business users, you may appoint an individual as your designated administrator ("Account Administrator"), who will be responsible for managing the Account on your behalf. The Account Administrator may:
 1. Add or remove Authorized Users;
 2. Allocate service credits;
 3. Modify billing settings and payment methods;
 4. Receive system notifications and updates.
- ii. Each Authorized User must be assigned a unique user profile. Two or more individuals may not share the same login credentials. You are responsible for ensuring all users affiliated with your Account comply with these Terms and Conditions.

c. Notary Credit Packages

- i. We offer prepaid packages of "Instant Notary Credits" for use with eligible services on the Platform.
- ii. Validity: Credits are valid for up to two (2) years from the date of purchase unless otherwise stated. Expired credits cannot be reactivated or refunded.
- iii. Redemption: Each credit may be redeemed for one virtual notarization session, which includes one notarial act (signature and seal), subject to applicable service limitations. Additional acts in the same session may incur extra charges.
- iv. Non-Transferability: Credits are non-transferable between users or accounts, unless otherwise agreed to in writing by NotaryPro.

- v. Excluded Services: Credits do not apply to services such as physical mailings, courier services, video recording add-ons, legal advice, or in-person notary appointments.
- d. Subscription Terms and Renewals
 - i. Certain business services may be offered as part of a subscription plan ("Subscription Plan").
 - ii. Billing Cycle: Subscriptions are billed monthly or annually in advance, based on the plan you select.
 - iii. Auto-Renewal: Unless canceled, subscriptions automatically renew for successive terms of equal length. You may cancel your Subscription Plan at any time through your account dashboard or by providing written notice to us at least five (5) business days prior to renewal.
 - iv. Promotional Offers: Promotional pricing, discount codes, and introductory offers may apply only to the initial term unless otherwise indicated. Subsequent renewals will be charged at the then-current standard rate.
- e. Overage, Add-Ons, and Additional Fees
 - i. Overages: If your usage exceeds the number of included credits or services in your Subscription Plan, you will be invoiced for the excess usage ("Overages") at the then-current per-use rate.
 - ii. Add-Ons: Services not included in your plan or credit package (such as mailings or additional notarial acts) will be billed separately.
 - iii. Rate Adjustments: We reserve the right to adjust our pricing or introduce new fees with at least thirty (30) days' advance notice. Continued use after such notice constitutes acceptance of the new rates.
- f. Payment Terms
 - i. All fees are subject to applicable taxes, which will be calculated and added to the total invoice amount based on the tax rates in effect at the time of billing. Taxes will be calculated based on the jurisdiction of the account holder's primary business address and will be clearly itemized on each invoice.
 - ii. Payment Methods: We accept major credit cards (Visa, MasterCard, American Express), bank transfers, and PayPal. A processing fee of 2% will be applied to credit card transactions. By providing a payment method, you authorize NotaryPro to charge it for all applicable fees associated with your Account, including Subscription Plan renewals, overages, and add-ons. All fees and refunds are processed in United States Dollars (USD), as applicable to each transaction.
 - iii. Payment Timing and Late Payments: Payment for individual notary services is required before the service is rendered. For subscription plans, payment is due at the beginning of each billing cycle. Unpaid balances may be subject to a monthly interest charge of 1.5% (18% annually) or the maximum permitted by law, plus any costs incurred in collection.

(including legal fees). Failure to pay may result in service suspension or termination of your account.

- iv. Disputes: You agree to notify us in writing of any billing errors within thirty (30) days of the invoice date. Failure to do so will be deemed a waiver of your right to dispute such charges.

g. No Refunds

- i. All payments for Notary Credits, Subscription Plans, and services are non-refundable, except:
- ii. Where expressly permitted in these Terms and Conditions;
- iii. In cases of duplicate charges due to a system error;
- iv. As required by applicable consumer protection law.
- v. Refunds will not be issued for unused credits or partially used subscription terms unless otherwise stated in a separate written agreement with NotaryPro. When a refund is approved, it will be processed within 5-10 business days, depending on the original payment method used.

h. Account Termination and Suspension

- i. We may suspend or terminate your access to the Platform, your Account, or any associated services if:
 - 1. You breach these Terms and Conditions;
 - 2. You engage in fraudulent, abusive, or illegal activity;
 - 3. Your Account is inactive for a prolonged period and contains no remaining service credits;
 - 4. Your subscription plan is unpaid beyond a reasonable grace period.
- ii. Upon termination, any unused credits remaining in your Account may be forfeited at our sole discretion. The license granted to NotaryPro for User Submissions will survive termination of your account. However, we will cease using your personal information in accordance with our Privacy Policy.

i. Feedback and Usage Data

- i. You acknowledge and agree that NotaryPro may collect and analyze usage data from your Account to improve its products and services. You further grant us a non-exclusive, royalty-free, irrevocable license to use any feedback you provide to us for the purpose of enhancing our services, without obligation or attribution. We use collected data for the following purposes: processing of notarizations, identity verification, platform operations, service improvement, fraud prevention, legal compliance, and communication with users. Your data may also be used for analytics and research to enhance our services and user experience.

5. NO RELIANCE; NO LEGAL ADVICE; NO SOLICITOR-CLIENT RELATIONSHIP

- a. The content on our Platform is provided for general information purposes only and to facilitate our Services, but is not intended as legal advice upon which you should rely. Before making any decisions based on the content found on our Platform, we urge you to consult with a professional for specific advice tailored to your situation. Despite our commitment to accuracy, NotaryPro cannot assure the content's completeness or currentness, and we assume no liability for reliance on the Platform. Use of the Platform is entirely at your own risk.
- b. Engaging with our Platform does not create a solicitor-client relationship, nor does it constitute the offering of legal advice. Our Services are designed to facilitate legal processes and document preparation by connecting you with qualified professionals. However, this is not a substitute for legal counsel. We encourage you to seek independent legal advice for any specific legal issues or questions.
- c. Our Platform may present content from third parties, including materials from users and external licensors. Opinions and statements from these sources are their own and not reflective of NotaryPro's stance. We bear no responsibility for the accuracy or reliability of any third-party content, underscoring the importance of user discretion.
- d. You are encouraged to seek independent legal advice for any specific legal issues or questions. By accessing and utilizing our services, you acknowledge NotaryPro's exemption from liability for decisions or actions taken based on our Platform-provided information or facilitated services. It remains your responsibility to verify the legality and appropriateness of your actions based on your unique circumstances.

6. YOUR USE OF PLATFORM; ACCOUNT SET-UP AND SECURITY

- a. The security of your personal information is very important to us. We use physical, electronic, and administrative measures designed to secure your personal information from accidental loss and unauthorized access, use, alteration, and disclosure. You have the right to access, correct, or delete your personal information at any time. To exercise these rights, please contact us at privacy@notarypro.ca. We will respond to your request within 30 days.
- b. The safety and security of your information also depend on you. You are responsible for obtaining your access to the Platform. You are required to ensure that all persons who access the Platform through a user's internet connection are aware of these Terms and Conditions and comply with them. The Platform, including content or areas of the Platform, requires user registration. It is a condition of your use of the Platform that all the information you provide on the Platform is correct, current, and complete.

- c. Unfortunately, the transmission of information via the Internet is not completely secure. Although we do our best to protect your personal information, we cannot guarantee the security of your personal information transmitted to our Platform. Any transmission of personal information is at your own risk. We are not responsible for the circumvention of any privacy settings or security measures contained on the Platform. In the event of a data breach affecting your personal information, we will notify you via email within 72 hours of discovering the breach, providing details of the incident and steps taken to mitigate any potential harm.
- d. Your provision of registration information and any submissions you make to the Platform through any functionality such as applications, chat rooms, e-mail, message boards, personal, or interest group web pages, profiles, forums, and bulletin boards (collectively, "Interactive Functions") constitutes your consent to all actions we take with respect to such information consistent with our Privacy Policy, found at <https://www.notarypro.ca/privacy-policy/>.
- e. Any username, password, or any other piece of information chosen by you, or provided to you as part of our security procedures, must be treated as confidential, and you must not disclose it to any other person or entity. Given the sensitive nature of our services, it is essential that you safeguard your login information. You must exercise caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. You understand and agree that should you be provided an account, your account is personal to you and you agree not to provide any other person with access to this Platform or portions of it using your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you logout from your account at the end of each session. You are responsible for any password misuse or unauthorized access.
- f. We reserve the right at any time and from time to time, to disable or terminate your account, any username, password, or other identifier, whether chosen by you or provided by us, in our sole discretion for any or no reason, including any violation of any provision of these Terms and Conditions.

7. CONDITIONS OF USE; USER SUBMISSIONS; PLATFORM CONTENT STANDARDS

- a. As a condition of your access and use of the Platform, you agree that you may use the Platform only for lawful purposes and in accordance with these Terms and Conditions.
- b. The following Platform Content Standards apply to any and all content, material, and information a user submits, posts, publishes, displays, or transmits

(collectively, "submit") to the Platform or to other users or persons (collectively, "User Submissions") and any and all Interactive Functions.

- c. Any and all User Submissions must also comply with all applicable federal, provincial, local, and international laws, regulations, and terms of service. This includes any rules or laws pertaining to notarization, document commissioning, and legal document creation.
- d. Without limiting the foregoing, you warrant and agree that your use of the Platform and any User Submissions shall not:
 - i. Include documents that are not legally eligible for online notarization or commissioning, such as documents requiring an in-person witness or documents prohibited from digital execution by specific jurisdictions and/or laws.
 - ii. Involve the use of false identification or misrepresentation of your identity or authority to act on behalf of another individual or entity in the notarization or commissioning process.
 - iii. Prepare, execute, or disseminate documents through the Platform that facilitate illegal activities, such as fraud, deception, or evasion of legal responsibilities.
 - iv. Manipulate or misrepresent any document or information generated through the Platform's services;
 - v. Attempt to gain unauthorized access to any features or data not intended for user interaction;
 - vi. In any manner violate any applicable federal, provincial, local, or international law or regulation including, without limitation, any laws regarding the export of data or software, patent, trademark, trade secret, copyright, or other intellectual property, legal rights (including the rights of publicity and privacy of others) or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms and Conditions and our Privacy Policy found at <https://www.notarypro.ca/privacy-policy/>;
 - vii. In any manner violate the terms of use of any third-party website that is linked to the Platform, including but not limited to, any third-party social media website;
 - viii. Include or contain any material that is exploitive, obscene, harmful, threatening, abusive, harassing, hateful, defamatory, sexually explicit or pornographic, violent, inflammatory, or discriminatory based on race, sex, religion, nationality, disability, sexual orientation, or age or other such legally prohibited ground or be otherwise objectionable, such determination to be made in NotaryPro's sole discretion;
 - ix. Involve stalking, attempting to exploit or harm any individual (including minors) in any way by exposing them to inappropriate content or

otherwise or asking for personal information as prohibited under applicable laws, regulations, or code;

- x. Involve, provide, or contribute any false, inaccurate, or misleading information;
- xi. Include sending, knowingly receiving, uploading, downloading, using, or reusing any material that does not comply with the Conditions of Use and User Submissions and Platform Content Standards (See Section 6);
- xii. Impersonate or attempt to impersonate NotaryPro, a NotaryPro employee or contractor, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing);
- xiii. Transmit, or procure the sending of, any advertisements or promotions, sales, or encourage any other commercial activities, including, without limitation, any "spam", "junk mail", "chain letter", contests, sweepstakes, and other sales promotions, barter, or advertising or any other similar solicitation;
- xiv. Encourage any other conduct that restricts or inhibits anyone's use or enjoyment of the Platform, or which, as determined by us, may harm NotaryPro or users of the Platform or expose them to liability;
- xv. Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, or alarm any other person;
- xvi. Promote any illegal activity, or advocate, promote, or assist any unlawful act; and,
- xvii. Give the impression that they originate from or are endorsed by us or any other person or entity if this is not the case.

8. USER SUBMISSIONS; GRANT OF LICENSE

- a. The Platform may contain Interactive Functions allowing User Submissions on or through the Platform.
- b. None of the User Submissions you submit to the Platform will be subject to any confidentiality by NotaryPro unless required by law. You retain ownership of and responsibility for your User Submissions. By providing any User Submission to the Platform, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns the right to a worldwide, royalty-free, perpetual, irrevocable, non-exclusive license to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material for any purpose, including but not limited to the improvement of NotaryPro's AI algorithms, analytics models, and other technologies, and according to your account settings and/or incorporate such material into any form, medium or technology throughout the world without

compensation to you. You further waive any moral rights or other rights of authorship as a condition of submitting any User Submission.

- c. By submitting the User Submissions, you declare and warrant that you own or have the necessary rights to submit the User Submissions and have the right to grant the license hereof to us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns to the User Submissions and comply with these Terms and Conditions. You represent and warrant that all User Submissions comply with applicable laws and regulations including but not limited to securities laws and regulations, including but not limited to procurement and anti-corruption laws, and the Conditions of Use and User Submissions and Platform Content Standards (See Section 6) set out in these Terms and Conditions.
- d. You understand and agree that you, and not NotaryPro nor its parent, subsidiaries, affiliates nor their respective directors, officers, employees, agents, service providers, contractors, licensors, suppliers, or successors, are fully responsible for any User Submissions you submit or contribute, including but not limited to any data or insights derived from your restaurant operations, and you are fully responsible and legally liable, including to any third party, for such content and its accuracy, as well as for any purchasing decisions or contractual obligations made or entered into based on such content.
- e. We are not responsible or legally liable to any third party for the content or accuracy of any User Submissions submitted by you or any other user of the Platform.

9. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP

- a. Ownership of intellectual property:
 - i. The Platform and its entire contents, features, and functionality are owned by NotaryPro, its licensors, or other providers of such material and are protected in all forms by intellectual property laws. You have no right, title, or interest in or to the Platform or to any content on the Platform, and all rights not expressly granted are reserved by NotaryPro.
 - ii. Trademarks like "NotaryPro Technologies Inc.", "NotaryPro", "Your Notary Public Anytime, Anywhere", and all related names, logos, product and service names, designs, images, and slogans are trademarks of NotaryPro or its affiliates or licensors. You must not use such marks without the prior written permission of NotaryPro.
 - iii. Other names, logos, product and service names, designs, images, and slogans mentioned, or which appear on this Platform are the trademarks of their respective owners. Use of any such property, except as expressly authorized, shall constitute an infringement or violation of the rights of

the property owner and may be a violation of federal or other laws and could subject the infringer to legal action.

b. Use of our intellectual property:

- i. You may only use the Platform for your personal and non-commercial use, or for legitimate business purposes, as explicitly agreed upon in any formal agreements or contracts you hold with NotaryPro.
- ii. You must not directly or indirectly reproduce, compile for an internal database, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our Platform, including but not limited to any data insights, analytics reports, or purchasing recommendations, in any form or medium whatsoever.
- iii. You may print a reasonable number of copies of material on our Platform for personal use only, but you must keep any proprietary notices on them and not use them for further reproduction, publication, or distribution of any kind on any medium whatsoever.
- iv. You are not permitted to modify copies of any materials from this Platform nor delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this Platform.
- v. You must not access or use for any commercial purposes any part of the Platform or any services or materials available through the Platform unless explicitly agreed upon in your contract with NotaryPro.
- vi. You have no right, title, or interest in or to the Platform or to any content on the Platform, including but not limited to the underlying software, code, interfaces, or any other technical components, including but not limited to the algorithms, AI models, and proprietary technologies used to facilitate our services. All rights not expressly granted are reserved by NotaryPro, its affiliates, or its licensors.
- vii. Any use of the Platform not expressly permitted by these Terms and Conditions is a breach of these Terms and Conditions and may infringe or violate copyright, trademark, and other intellectual property or other proprietary laws.

10. PROHIBITED ACTIVITIES

- a. You are prohibited from attempting to circumvent and from violating the security of this Platform, including, without limitation:
 - i. Accessing content and data that is not intended for you;
 - ii. Attempting to breach or breaching the security and/or authentication measures which are not authorized;
 - iii. Restricting, disrupting or disabling service to users, hosts, servers, or networks;

- iv. Illicitly reproducing TCP/IP packet header;
- v. Disrupting network services and otherwise disrupting the Platform owner's ability to monitor the Platform;
- vi. Using 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;
- vii. Introducing any viruses, trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful;
- viii. Attacking the Platform via a denial-of-service attack, distributed denial-of-service attack, flooding, mailbombing, or crashing;
- ix. Unauthorized access or attempts to manipulate any data or insights derived from restaurant operations;
- x. Tampering or interfering with the Platform's AI models, data analytics tools, or purchasing capabilities;
- xi. Unauthorized use or manipulation of any Request For Proposals / Request For Information functionalities, including gathering market intelligence or pricing data;
- xii. Impeding or altering any automatic payment functions, including saved credit card or saved bank account on file);
- xiii. Using the Platform's aggregated data or analytical outputs for purposes other than optimizing restaurant operations and expense control, unless expressly permitted by NotaryPro; and/or
- xiv. Otherwise attempting to interfere with the proper working of the Platform.

11. PLATFORM MONITORING; ENFORCEMENT, SUSPENSION, AND TERMINATION

- a. NotaryPro has the right, without provision of notice to:
 - i. Remove or refuse to post on the Platform or associated social media accounts any User Submissions for any or no reason at our sole discretion.
 - ii. At all times, take such actions with respect to any User Submission deemed necessary or appropriate in our sole discretion, including, without limitation, for violating these Terms and Conditions or for protecting the integrity of the data and analytics performed by the Platform.
 - iii. Take appropriate legal action, including, without limitation, referral to law enforcement or regulatory authority, or notifying the harmed party of any illegal or unauthorized use of the Platform or associated social media accounts. Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Platform or associated social media accounts.

- iv. Terminate or suspend your access to all or part of the Platform for any or no reason, including, without limitation, any violation of these Terms and Conditions or failure to comply with our automated payment protocols.
- b. YOU WAIVE AND HOLD HARMLESS NOTARYPRO AND ITS PARENT, SUBSIDIARIES, AFFILIATES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, CONTRACTORS, LICENSORS, LICENSEES, SUPPLIERS, AND SUCCESSORS FROM ANY AND ALL CLAIMS RESULTING FROM ANY ACTION TAKEN BY NOTARYPRO AND ANY OF THE FOREGOING PARTIES RELATING TO ANY, INVESTIGATIONS BY EITHER NOTARYPRO OR SUCH PARTIES OR BY LAW ENFORCEMENT AUTHORITIES.
- c. We have no obligation, nor any responsibility to any party to monitor the Platform or its use, or associated social media accounts, and do not and cannot undertake to review material that you or other users submit to the Platform or associated social media accounts. We cannot ensure prompt removal of objectionable material after it has been posted and we have no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party, subject to applicable laws.

12. PRIVACY

- a. By submitting your personal information and using our Platform, you consent to the collection, use, reproduction, hosting, transmission, and disclosure of any such user content submissions in compliance with our Privacy Policy, found at <https://www.notarypro.ca/privacy-policy/> as we deem necessary for use of the Platform.
- b. By using this Platform you are consenting to the use of cookies which allow a server to recall previous requests or registration and/or IP addresses to analyze website use patterns. These cookies may also facilitate the functionality of our analytical tools and services. You can set your browser to notify you before you receive a cookie, giving you the chance to decide whether to accept it. You can also set your browser to turn off cookies. If you do, however, some areas of the Platform may not function adequately. For more information on this automated information gathering practices, see <https://www.notarypro.ca/privacy-policy/>.

13. THIRD-PARTY WEBSITES

- a. For your convenience, this Platform may provide links or pointers to third-party websites, including integrations with third-party APIs or services that facilitate our analytical tools and functionalities. We make no representations about any other websites that may be accessed from this Platform. If you choose to access any such sites, you do so at your own risk. We have no control over the contents

of any such third-party sites and accept no responsibility for such sites or for any loss or damage that may arise from your use of them. You are subject to any terms and conditions of such third-party sites.

- b. Such links to third-party sites from the Platform may include links to certain social media features that enable you to link or transmit on your own or using certain third-party websites, certain content from this Platform. You may only use these features when they are provided by us and solely with respect to the content identified.
- c. You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. Such linking must also be in compliance with our Terms and Conditions, and any relevant data protection or privacy laws. You must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part where none exists, including any implied endorsement or association with any specific third-party services or APIs. Our Platform must not be framed on any other site, nor may you create a link to any part of our Platform other than the homepage. We reserve the right to withdraw linking permission without notice. The website in which you are linking must comply in all respects with the Conditions of Use and User Submissions and Platform Content Standards (See Section 6). You agree to cooperate with us in causing any unauthorized framing or linking to immediately stop. Failure to comply may result in the termination of our services to you.

14. GEOGRAPHIC RESTRICTIONS

- a. The owner of the Platform is based in the Province of Ontario in Canada. We provide this Platform for use only by persons located in Canada. This Platform is not intended for use in any jurisdiction where its use is not permitted. If you access the Platform from outside Canada, you do so at your own risk and you are responsible for compliance with local laws of your jurisdiction. We encourage users to be aware of their local regulations, especially those pertaining to notarization and legal document services, to avoid any legal discrepancies or liabilities.

15. DISCLAIMER OF WARRANTIES

- a. YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE PLATFORM, ITS CONTENT, AND ANY SERVICES OR ITEMS FOUND OR ATTAINED THROUGH THE PLATFORM IS AT YOUR OWN RISK. THE PLATFORM, ITS CONTENT, AND ANY SERVICES OR ITEMS FOUND OR ATTAINED THROUGH THE PLATFORM ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY

WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

- b. NEITHER NOTARYPRO NOR ITS PARENT, SUBSIDIARIES, AFFILIATES, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, CONTRACTORS, LICENSORS, LICENSEES, SUPPLIERS, OR SUCCESSORS MAKE ANY WARRANTY, REPRESENTATION, OR ENDORSEMENT WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, SUITABILITY, ACCURACY, CURRENCY, OR AVAILABILITY OF THE PLATFORM OR ITS CONTENTS. WITHOUT LIMITING THE FOREGOING, NEITHER NOTARYPRO NOR ITS PARENT, SUBSIDIARIES, AFFILIATES OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, CONTRACTORS, LICENSORS, LICENSEES, SUPPLIERS, OR SUCCESSORS REPRESENT OR WARRANT THAT THE PLATFORM, ITS CONTENT, OR ANY SERVICES OR ITEMS FOUND OR ATTAINED THROUGH THE PLATFORM WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR PLATFORM OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. NOTARYPRO EXPRESSLY DISCLAIMS ANY LIABILITY FOR PLATFORM DOWNTIME, TECHNICAL MALFUNCTIONS, OR SERVICE INTERRUPTIONS. YOU ACKNOWLEDGE THAT TEMPORARY INTERRUPTIONS IN SERVICE MAY OCCUR, AND NOTARYPRO SHALL HAVE NO LIABILITY FOR ANY LOSS OR DAMAGE CAUSED BY SUCH INTERRUPTIONS.
- c. WE CANNOT AND DO NOT GUARANTEE OR WARRANT THAT FILES OR DATA AVAILABLE FOR DOWNLOADING FROM THE INTERNET OR THE PLATFORM WILL BE FREE OF VIRUSES OR OTHER DESTRUCTIVE CODE. YOU ARE SOLELY AND ENTIRELY RESPONSIBLE FOR YOUR USE OF THE PLATFORM AND YOUR COMPUTER, INTERNET, AND DATA SECURITY. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY DENIAL-OF-SERVICE ATTACK, DISTRIBUTED DENIAL-OF-SERVICE ATTACK, OVERLOADING, FLOODING, MAILBOMBING, OR CRASHING, VIRUSES, TROJAN HORSES, WORMS, LOGIC BOMBS, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE PLATFORM OR ANY SERVICES OR ITEMS FOUND OR ATTAINED THROUGH THE PLATFORM OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY PLATFORM LINKED TO IT.

16. LIMITATION ON LIABILITY

- a. EXCEPT WHERE SUCH EXCLUSIONS ARE PROHIBITED BY LAW, UNDER NO CIRCUMSTANCE WILL NOTARYPRO NOR ITS PARENT, SUBSIDIARIES, AFFILIATES OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, CONTRACTORS, LICENSORS, LICENSEES, SUPPLIERS, OR SUCCESSORS BE LIABLE FOR NEGLIGENCE, GROSS NEGLIGENCE, NEGLIGENT MISREPRESENTATION, FUNDAMENTAL BREACH, DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT, BREACH OF CONTRACT, BREACH OF PRIVACY, OR OTHERWISE, EVEN IF THE PARTY WAS ALLEGEDLY ADVISED OR HAD REASON TO KNOW, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, OR RELIANCE ON, THE PLATFORM, ANY LINKED PLATFORMS OR SUCH OTHER THIRD-PARTY PLATFORMS, NOR ANY PLATFORM CONTENT, MATERIALS, POSTING, OR INFORMATION THEREON. IN ANY EVENT, THE TOTAL LIABILITY OF NOTARYPRO AND ITS AFFILIATES FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR USE OF THE PLATFORM SHALL NOT EXCEED THE LESSER OF \$500 OR THE AMOUNT YOU PAID TO NOTARYPRO IN THE LAST 12 MONTHS.
- b. EXCEPT WHERE SUCH EXCLUSIONS ARE PROHIBITED BY LAW, UNDER NO CIRCUMSTANCE WILL NOTARYPRO NOR ITS PARENT, SUBSIDIARIES, AFFILIATES OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, CONTRACTORS, LICENSORS, LICENSEES, SUPPLIERS, OR SUCCESSORS BE LIABLE FOR ANY DAMAGES, LOSSES, OR CLAIMS ARISING FROM IDENTITY VERIFICATION FAILURES, FRAUD ATTEMPTS, OR UNAUTHORIZED ACCESS, INCLUDING BUT NOT LIMITED TO CASES WHERE THE PLATFORM'S IDENTITY VERIFICATION MECHANISMS MAY FAIL TO DETECT FRAUDULENT ACTIVITIES OR MISREPRESENTATIONS.

17. INDEMNIFICATION

- a. To the maximum extent permitted by applicable law, you agree to defend, indemnify, and hold harmless NotaryPro, its parent, subsidiaries, affiliates, and their respective directors, officers, employees, agents, service providers, contractors, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable legal fees) arising out of or relating to your breach of these Terms and Conditions or your use of the Platform, including, but not limited to, your User Submissions, third-party sites, any use of the Platform's content, services, and products other than as expressly authorized in these Terms and

Conditions. The liability limitations and indemnification provisions set forth in these Terms and Conditions shall survive the termination of your use of the Platform or any agreement with NotaryPro.

18. GOVERNING LAW; CHOICE OF FORUM

- a. The Platform and these Terms and Conditions will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without giving effect to any choice or conflict of law provision, principle, or rule (whether of the laws of the Province of Ontario or any other jurisdiction) and notwithstanding your domicile, residence, or physical location.
- b. Any action or proceeding arising out of or relating to this Platform and under these Terms and Conditions will be instituted in the courts of the Province of Ontario and/or the Federal Court of Canada, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such action or proceeding. You waive any and all objections to the exercise of jurisdiction over you by such courts and to the venue of such courts.

19. WAIVER

- a. Except as otherwise set forth in these Terms and Conditions, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from these Terms and Conditions operates, or may be construed, as a waiver thereof; and no single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

20. SEVERABILITY

- a. If any term or provision of these Terms and Conditions is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of these Terms and Conditions or invalidate or render unenforceable such term or provision in any other jurisdiction.

21. ENTIRE AGREEMENT

- a. The Platform Terms and Conditions of Use, General Terms and Conditions for Services, and our Privacy Policy constitute the sole and entire agreement

between you and NotaryPro Technologies Inc, regarding the Platform, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.

- b. The Platform Terms and Conditions of Use, General Terms and Conditions for Services, and our Privacy Policy constitute the sole and entire agreement between you and NotaryPro Technologies Inc, regarding the Platform, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.

22. REPORTING AND CONTENT

- a. This Platform is operated by NotaryPro Technologies Inc., dba. NotaryPro
- b. Should you have any concerns or inquiries related to the Platform, please direct them to support@notarypro.ca. This includes:
 - i. Notices of copyright infringement claims;
 - ii. Reports of misuse of the Platform, including libelous or defamatory conduct; and,
 - iii. All other feedback, comments, requests for technical support, and other communications relating to the Platform.
- c. We value your input and take all matters seriously. Your prompt attention to these issues will aid us in maintaining the integrity and functionality of our Platform.

Last Updated: May 2025