



1. TERMS OF USE

The use of the Solidifi System (as defined below) is subject to the terms and conditions of this Agreement. This is a legal contract between User (as defined below) and Solidifi Title & Closing, LLC and certain of its affiliated entities ("**Solidifi**"). User should read the entire Agreement carefully before accessing or using the Solidifi System.

THIS AGREEMENT ESTABLISHES THE TERMS AND CONDITIONS TO WHICH USER AGREES AND TO WHICH USER IS SUBJECT WHEN USER ACCESSES OR USES THE SOLIDIFI SYSTEM. BY ACCEPTING THE TERMS OF THIS AGREEMENT, USER ACCEPTS ALL ASPECTS OF THIS AGREEMENT.

2. SCOPE

- (a) APPLICATION: These terms of use apply to User and to all Services (as defined below) provided through the use of the Solidifi System. IF YOU ARE NOT A NOTARY, BUT YOU REPRESENT THE USER, THEN YOU MUST HAVE AUTHORITY TO BIND THE USER BY AGREEING TO THESE TERMS OF USE AND YOU HEREBY WARRANT THAT YOU HAVE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THE USER.
- (b) AMENDMENTS: User acknowledges that Solidifi may amend, change or modify this Agreement, in which case, Solidifi may require User to accept such amendment, change or modification by clicking the "I Agree" button prior to any continued use of the Solidifi System. Nevertheless, User agrees that User's continued use of the Solidifi System shall constitute User's agreement to such amendment, change or modification.

3. INTERPRETATION

- (a) DEFINITIONS: In this Agreement, the following terms shall have the respective meanings indicated below:

"**Agreement**" means these general terms of use for notaries.

"**Authentication ID**" means a security mechanism by which User identifies itself to the Website, the Solidifi Notary Network Platform and/or the Solidifi Notary Network Mobile Application and gains access thereto, including but not limited to, user identification, passwords, digital certificates, smart cards, security cards or any other similar process mechanism for authentication and recognition as determined by Solidifi from time to time.

"**Business Day**" means any calendar day except for Saturday or Sunday or any statutory or banking holiday as per the holiday schedule of the Federal Reserve Bank of New York.

"**Confidential Information**" means, with respect to a Party, all data and information relating to the business, operation and/or management of such Party, including, without limitation, in the case of User, User Content, and in the case of Solidifi, the Solidifi System, the Notary Network, any software used by Solidifi to run the Website, including the Solidifi Notary Network Platform and the Solidifi Notary Network Mobile Application, and any information, data and/or Personal Information included therein or derived therefrom, including in connection with the performance of Services, and the form, format, mode or method of compilation, selection, configuration, presentation or expression of such software, including any and all ideas, designs, business models, databases, drawings, documents, diagrams, and formulas related thereto. For greater certainty, Confidential Information shall also include all information or data designated as "confidential" or "proprietary" or which, by the nature of the data or information or the circumstances surrounding disclosure, ought in good faith be treated as Confidential Information, whether in oral, written, graphic or

electronic form. Notwithstanding the foregoing, Confidential Information (other than Personal Information) shall not include any data or information which:

- (i) is or becomes publicly available through no fault of the Party to whom disclosure is made;
- (ii) is disclosed to a Party by a third party under no obligation of confidentiality to the other Party;
- (iii) is independently developed by the receiving Party without reference to the information provided by the disclosing Party; or
- (iv) is already known or in the possession of the receiving Party prior to receipt of the information from the disclosing Party.

“Deliverable” means any report, form, document or other deliverable delivered by User in connection with the Services.

“Effective Date” means the date User first clicked “I Agree”.

“Governmental Authority” means any government, governmental agency, ministry, department, tribunal, commission, bureau, board or other instrumentality exercising or purporting to exercise legislative, judicial, regulatory or administrative functions of, or pertaining to, government.

“Intellectual Property” means any property, tangible or intangible, that may be subject to Intellectual Property Rights, including without limitation, ideas, formulae, algorithms, concepts, techniques, processes, procedures, approaches, methodologies, plans, systems, research, information, documentation, data, data compilations, specifications, requirements, designs, diagrams, programs, inventions, technologies, software, tools, product knowledge, know-how, trade secrets, and other materials or things.

“Intellectual Property Rights” means: (a) any and all proprietary rights anywhere in the world provided under (i) patent law; (ii) copyright law, including moral rights; (iii) trademark law; (iv) design patent or industrial design law; (v) semiconductor chip or mask work law; (vi) trade secret law; (vii) privacy law; or (viii) any other statutory provision or common law principle applicable to this Agreement which may provide a right in either (A) Intellectual Property or (B) the expression or use of Intellectual Property; and (b) any and all applications, registrations, licenses, sub-licenses, franchises, agreements or any other evidence of a right in any of the foregoing.

“Marks” means User’s trademarks, logos or other identifying names or marks.

“Mobile Device” means a portable computing device, including, but not limited to, a smartphone or tablet, capable of receiving SMS text messages.

“Notary Network” means Solidifi’s proprietary database of notaries.

“Objectionable Content” means: (a) content that violates or infringes any applicable laws, rules, regulations or third party rights; and/or (b) content which is obscene, indecent, pornographic, seditious, offensive, defamatory, threatening, liable to incite racial hatred, menacing, blasphemous, misleading, deceptive or in breach of any Person’s Intellectual Property Rights.

“Party” means either Solidifi or User; and **“Parties”** means both of them.

“Person” means any individual, sole proprietorship, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, limited liability company, corporation, body corporate, trustee, trust, Governmental Authority or other entity or organization.

“Personal Information” means any information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked to a particular consumer or device.

“**Purchaser**” means a Person who has ordered a Service from Solidifi and which order was submitted to User.

“**Service(s)**” means the services provided by the User through the use of the Solidifi System as set out herein.

“**Service Standards**” means any assignment conditions and service levels that Solidifi publishes to User, and to which User agrees, pertaining to the conduct, quality and/or timing of the Services, including compliance with industry and Purchaser standards.

“**Solidifi Notary Network Mobile Application**” means the software application accessed utilizing a Mobile Device and through which Users provide Services.

“**Solidifi Notary Network Platform**” means the computer software application accessed through the Website and through which Users provide Services.

“**Solidifi Server**” means that computer server (whether physical or virtual) that houses the Solidifi System.

“**Solidifi System**” means the Website, Solidifi Notary Network Platform, Solidifi Notary Network Mobile Application, Solidifi Server and such other related devices and peripherals, including, without limitation, all computer hardware, source code, object code, software, network elements and electrical and telecommunications infrastructure.

“**Solidifi’s Commission**” shall have the meaning ascribed to it in Section 6(a).

“**Term**” shall have the meaning ascribed to it in Section 11(a).

“**User**” means the business entity or individual, as applicable, identified on the login screen on the Website or the Solidifi Notary Network Mobile Application (including, for greater certainty, any of User’s employees, independent contractors, affiliates and/or agents, if applicable) that is authorized by Solidifi to accept and provide Services.

“**User Content**” means any and all files, description, data, documentation and other information that User provides that describes User’s profile or relates to User’s business.

“**User Documentation**” means the user manuals and guides with respect to the operation and use of the Solidifi System, which is accessible on the Website or through the Solidifi Notary Network Mobile Application.

“**Virus**” means a piece of code usually (but not necessarily) disguised as something else that causes some unexpected and, for the victim, usually undesirable, event and which is designed so that it may automatically spread to other computer users, and for greater certainty, includes worms, cancelbots, trojan horses, harmful contaminants (whether self-replicating or not) and nuisance causing or otherwise harmful applets.

“**Website**” means the Solidifi hosted website through which Users access the Solidifi Notary Network Platform and from which Users provide the Services.

(b) HEADINGS: The division of this Agreement into articles, sections and other subdivisions, and the inclusion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The headings in the Agreement are not intended to be full or precise descriptions of the text to which they refer. Unless something in the subject matter or context is inconsistent therewith, references herein to articles and sections are to articles and sections of this Agreement.

(c) ENTIRE AGREEMENT: This Agreement, together with any agreements and other documents to be delivered pursuant hereto, constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements, negotiations, discussions and understandings, written or oral, between the Parties. The terms and

conditions of this Agreement shall supersede any terms, conditions, disclaimers, limitations of liability or other notices that may be contained in any Deliverable. Except as expressly provided in this Agreement, there are no representations, warranties, conditions, other agreements or acknowledgements, whether direct or collateral, express or implied, that form part of or affect this Agreement. The execution of this Agreement has not been induced by, nor do either of the Parties rely upon or regard as material, any representations, warranties, conditions, other agreements or acknowledgements not expressly made in this Agreement or in the agreements and other documents to be delivered pursuant hereto.

- (d) GOVERNING LAW: This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, excluding any conflict of laws rule or principle which might refer this Agreement to the laws of another jurisdiction. The Parties agree to submit to the jurisdiction of the courts of the State of New York and waive any objection relating to improper venue or *forum non conveniens* to the conduct of any proceeding in any such court.
- (e) SEVERABILITY: In the event that any provision (or any portion of a provision) of this Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision (or portion of a provision) had never been contained herein in regards to that particular jurisdiction.
- (f) UNITED NATIONS CONVENTION: The Parties hereby expressly exclude the application of the United Nations Convention on Contracts for the International Sale of Goods and any local implementing legislation related thereto.

4. SOLIDIFI SERVICES

- (a) AUTHENTICATION IDs: Subject to the terms of this Agreement, Solidifi will provide User with an Authentication ID, which will enable User to access the Solidifi System through the Website and/or a Mobile Device.
- (b) SOLIDIFI SYSTEM: Solidifi shall operate and maintain the Solidifi System and host the Website in accordance with the terms of this Agreement.
- (c) MAINTENANCE: From time to time, it will be necessary for Solidifi to perform maintenance on the Solidifi System. Such maintenance includes routine maintenance to ensure the continued operation of the Solidifi System or upgrading, updating or enhancing the Solidifi System. Solidifi shall use its commercially reasonable efforts to perform such maintenance at such times to minimize the impact of any downtime of the Solidifi System to User.
- (d) CHANGES: Solidifi may, at any time, with or without notice to User: (i) add or withdraw information, products, features or other functionality to or from the Solidifi System; (ii) make changes to the Solidifi System and/or Solidifi processes, policies and procedures to comply with applicable statutory or client requirements or orders from applicable Governmental Authorities; (iii) supplement or make changes to its User Documentation and to its rules of operations, access procedures and privacy and security policies and procedures; and (iv) change the type and location of the Solidifi System and/or any equipment, facilities and software related thereto.
- (e) REASSIGNMENT: If User accepts an order without requesting an extension to the due date that is approved by Solidifi, User agrees to provide the requested Services within the timeframe set out in the Service Standards. Solidifi reserves the right, and without notice to User, to reassign to another User any Services not received by Solidifi by the agreed upon due date, in which case, User's engagement to provide such Services shall terminate and,

except as required by applicable law, Solidifi shall not be liable to User for any fees related to such re-assigned Services, including, without limitation, any costs or expenses incurred by User prior to re-assignment.

- (f) REVIEW BY SOLIDIFI: Subject to applicable law, Solidifi may, but is not obligated to, review any and all Services, including any and all Deliverables, and require changes to bring them into compliance with the Service Standards, Governmental Authority requirements and/or any applicable industry standards. If re-performance of the Services is required due to no fault of User, then User may be paid an additional, agreed upon fee for the re-performance. If re-performance is required due to User's error or fault, then User will promptly re-perform the Services at no additional charge unless otherwise agreed by User and Solidifi.
- (g) RESTRICTIONS ON USE: User shall not use the Solidifi System or any part thereof except in connection with the Services. Without limiting the generality of the foregoing, User shall not: (i) access or use the Solidifi System for any purpose that is not expressly permitted herein, including any illegal purpose or in contravention of any applicable laws, including privacy laws; (ii) knowingly permit any unauthorized Person to access or use the Solidifi System or any part thereof; (iii) re-license, sublicense, lease or rent the use of the Solidifi System or any part thereof to any third Person; or (iv) download or attempt to obtain from the Solidifi System any software, source code or object code. User shall not, and shall not permit others to, reverse engineer, decompile, disassemble or translate the Solidifi System or any component thereof, or otherwise attempt to view, display or print the Solidifi System or any component thereof.
- (h) GRANT BY USER: User hereby grants to Solidifi a royalty-free, non-exclusive, non-transferable right and license to use, copy, store and display User Content in connection with the Services contemplated hereunder.
- (i) TRADEMARKS: Subject to the provisions of this Agreement, User hereby grants to Solidifi a non-exclusive, non-transferable, royalty free license to reproduce, display and use the Marks in connection with the Services contemplated hereunder. Solidifi acquires no ownership or any other proprietary right, title, interest or license in the Marks, except as stipulated in this Section 4(i). Solidifi agrees that User is the exclusive owner of the Marks and Solidifi shall not take any action that will adversely affect the validity of the Marks.

5. USER OBLIGATIONS

- (a) RESPONSIBILITIES: In addition to User's other obligations contained in this Agreement, User shall:
 - (i) be responsible for procuring, installing, operating, supporting and maintaining User's systems, including computer hardware and software necessary for User to access and use the Solidifi System, including the procurement and maintenance of the necessary communication services to connect to the Solidifi System;
 - (ii) maintain commercially reasonable measures to protect Confidential Information and, in any event, at least a reasonable degree of care commensurate with the nature and importance of the Confidential Information, including, at minimum:
 - A. ensuring User's computing devices used to process, store or transmit Confidential Information run a supported commercial antivirus/anti-malware product with at least daily signature updates and real time inspection of files accessed;

- B. taking appropriate measures to secure the email accounts used to communicate with Solidifi, including strong, unique passwords and multi-factor authentication (where available);
 - C. ensuring User's password to the Solidifi System is strong and unique/distinct from passwords used by User for other services, and that this password is not stored in clear text format on User's systems such as in a text file or office document (a commercial or open source password management solution is recommended);
 - D. ensuring User's password to the Solidifi System is never shared with anyone for any reason. User understands that Solidifi will never ask for this information;
 - E. ensuring the technology platforms, including laptops, phones, internet browsers and PDF document software used to process, store or transmit Confidential Information have security patches timely applied based on risk assessment and vendor recommendations (all applicable patches must be installed within 30 days of vendor release);
 - F. ensuring all technology platforms used to store, process or transmit Confidential Information are supported by a vendor for security updates;
 - G. ensuring wireless networks used by User employ "WPA2" or greater authentication/encryption with a strong password, and if managed/owned by User, the administrative password to the wireless router is similarly strong/unique;
 - H. ensuring Confidential Information of Solidifi is not exposed to theft through being left unattended in public settings or visible through car windows in a vehicle;
 - I. taking appropriate measures to protect Confidential Information that is required to be stored by User, including, without limitation, logical or physical segregation of Confidential Information of Solidifi from other data, ensuring only User can access the Confidential Information of Solidifi and encryption of data at rest (where technology permits it to be readily employed); and
 - J. upon the written request of Solidifi or upon termination of this Agreement for any reason, return to Solidifi, or otherwise destroy, all Confidential Information of Solidifi which is then in its possession or control; provided, however, that User may retain a copy of the Confidential Information for such period of time as required by applicable law or regulation so long as User complies with the requirements of Section 11(e)(iv).
- (iii) not use the Confidential Information for any purpose other than as contemplated by this Agreement;
 - (iv) comply with any Purchaser code of conduct provided in the Service Standards and Solidifi's Code of Conduct and any security and privacy policies in respect of the

- use of the Solidifi System, which security and/or privacy policies can be found on the Website;
- (v) immediately notify Solidifi of any suspected or actual breach or loss of any Confidential Information;
 - (vi) assign, record and control the issuance and use of any Authentication IDs, including immediately notifying Solidifi if an individual to whom User has assigned an Authentication ID is no longer authorized by User to access the Services;
 - (vii) be responsible for the accuracy, completeness and adequacy of all User Content, including maintaining and promptly updating User's profile on the Website and/or the Solidifi Notary Network Mobile Application, as necessary to keep it true, current and complete;
 - (viii) comply, at all times, with all applicable legal, regulatory and licensing requirements, including, without limitation:
 - A. applicable privacy laws, including, without limitation, the Gramm-Leach-Bliley Act;
 - B. applicable laws, regulations and rules and requirements governing: (1) licensing and certification required to provide the Services being performed by User; and/or (2) the performance of the Services, including the performance of notarial acts in the applicable geographic location(s);
 - C. applicable laws and regulations governing the retention and maintenance of any documents or records related to the Services for such period of time as may be required for User to comply with such applicable laws and regulations; and
 - D. applicable anti-bribery, anti-corruption and anti-money laundering laws.
 - (ix) immediately notify Solidifi if User is the subject of (including pending or threatened):
 - A. any claim, action, complaint, dispute or regulatory investigation in relation to any Services completed for a Purchaser pursuant to a Solidifi engagement;
 - B. any claim, action, complaint, dispute or regulatory investigation involving a breach or alleged breach of any applicable laws, regulations, rules and/or licensing requirements, including, without limitation, fair lending laws and regulations;
 - C. any enforcement or review proceedings by any regulator or other governing body that purports to regulate User's activities; or
 - D. any claim, action, complaint or dispute, or any enforcement or review proceedings alleging a violation of any applicable anti-bribery, anti-corruption, or anti-money laundering laws.
 - (x) at all times comply with the requirements of any licensing or other governing body to which User belongs;
 - (xi) demonstrate the highest standard of business conduct;
 - (xii) use the Solidifi System in accordance with the terms of this Agreement;

- (xiii) carry, at all times, appropriate insurance coverage, including, without limitation, professional liability insurance, that a prudent and diligent business entity or individual, as applicable, of comparable size engaged in similar business activities, would carry, and provide to Solidifi, upon request, evidence of such insurance;
- (xiv) promptly report to Solidifi receipt of any homeowner or borrower complaint with respect to a Solidifi engagement;
- (xv) always submit true, current and complete information to Solidifi and the Purchasers for whom the Services are performed; and
- (xvi) comply with any and all requirements that may be imposed by a Purchaser with respect to Services, including, without limitation, the Service Standards.

(b) PROHIBITED ACTIVITIES: User shall not:

- (i) use the Solidifi System for: (A) improper or unlawful purposes; or (B) in contravention of applicable privacy legislation, including, without limitation, to breach any individual's privacy rights;
- (ii) use the Solidifi System to impersonate or portray another Person, to communicate under a false name or name that User is not authorized to use or otherwise engage in false or fraudulent practice(s);
- (iii) use any device, software or routine to interfere or attempt to interfere with the proper working of the Solidifi System;
- (iv) take any action that imposes an unreasonable or disproportionately large load on the Solidifi System;
- (v) include, or knowingly allow others to include, any Objectionable Content or introduce any Viruses to the Solidifi System, and User shall institute such security procedures and safeguards as User deems necessary to prevent the posting, uploading or inclusion of any Objectionable Content or Viruses;
- (vi) use the Solidifi System to develop any derivative works or any functionally compatible or competitive software;
- (vii) remove any copyright or other proprietary rights notice on the Website, Solidifi Notary Network Platform, Solidifi Notary Network Mobile Application or the User Documentation or any copies thereof;
- (viii) intercept or attempt to intercept any messages transmitted to and from the Solidifi System that are not intended for User;
- (ix) include in any Deliverable, any limitations of liability that would affect Solidifi's and/or the Purchaser's rights and remedies under this Agreement;
- (x) perform the Services outside of the United States or otherwise engage offshore employees, agents, contractors or other third parties in the provision of Services;
- (xi) use the name, trademark or logo of Solidifi or any of the Purchasers in any advertising or other written material provided to third Persons;
- (xii) use the information obtained through the Solidifi System to locate, identify or directly contact any Purchaser other than to perform Services assigned to User;
- (xiii) use any part of the fees received from Solidifi, directly or indirectly, for any payments that could constitute a violation of any applicable laws, including anti-money laundering laws; or

- (xiv) make any payments, offers, requests, or agreements to receive or accept any financial or other advantage, which has the purpose or effect of public or commercial bribery.
- (c) LICENSE AND INSURANCE: To the extent applicable to the Services being provided by User, User will provide to Solidifi a copy of User's license from the applicable state authority and/or licensing or other regulatory body governing User's activities and a summary of the insurance that User carries, together with a certificate from User's insurer confirming such insurance coverage. Within five (5) days of any amendment or modification to either User's license or insurance, User will submit to Solidifi applicable updates. User agrees that Solidifi may provide to the Purchaser and/or its delegates copies of User's license, summaries of insurance and insurance coverage and/or insurance certificates.
- (d) SERVICE STANDARDS: If Solidifi submits a request to User for an order that User wishes, in its sole discretion, to accept, then User shall accept such request within the manner and timeframe required by the Service Standards. If Solidifi does not receive User's acceptance of the applicable order in the manner and timeframe required by the Service Standards, then User shall be deemed to have rejected the order. By accepting an order without providing Solidifi with any requested changes or deviations from the Service Standards of which Solidifi notified User, User acknowledges and agrees to comply with the Service Standards. If User fails to comply with such Service Standards, User agrees that User may not be entitled to any fees in respect of such Services and it may be considered a breach hereunder and Solidifi may terminate User's use of the Solidifi System and disable User's Authentication IDs in accordance with the provisions herein.
- (e) BACKGROUND CHECKS: Solidifi and/or Purchasers may require User to undergo a background check on a periodic basis as a condition of receiving new orders. User agrees to undergo such background checks as may be required by Solidifi and/or Purchasers from time to time. Additionally, User's name and/or the name of User Personnel may be run against certain exclusionary lists to ensure such names do not appear on the applicable exclusionary lists. This review, including the background check, may be handled by a third party vendor. User consents to a third party's use of User's and/or User Personnel's information for these purposes. Unsatisfactory findings in a background check or exclusionary list review may result in User and/or User Personnel being ineligible to provide Services.
- (f) PASSWORDS: User shall control and maintain the security of all Authentication IDs and other identification codes and passwords used by User to access the Solidifi System. User shall be solely responsible for all instructions, commitments and other actions or communications taken under User's Authentication IDs. User shall promptly report to Solidifi any errors or irregularities in the Solidifi System or any unauthorized use of any part thereof and inform Solidifi immediately if any Authentication ID becomes known to any third Person who is not authorized to possess such password. Except where prohibited by applicable law, User hereby agrees to indemnify and hold harmless Solidifi from any actions, claims, suits, proceeding, investigation, formal complaint or damages made against Solidifi from a third Person as a result of any use of User's Authentication IDs, whether or not such use is authorized by User.

6. FEES AND PAYMENT

- (a) SOLIDIFI'S FEES: User acknowledges that Solidifi shall be entitled to charge a fee to any Purchaser to whom User provided the Services, which fee shall be in addition to any charges by User ("**Solidifi's Commission**"). Solidifi's Commission may be separately disclosed to the Purchaser from User's fees.

- (b) USER FEES: If User agrees to provide the Services to a Purchaser, User hereby agrees that User's fees will be based on such rates as are agreed to by User via the Solidifi System at the time of User's acceptance of an order to provide Services (collectively "**User's Fees**").
- (c) REMITTANCE TO USER: Solidifi shall remit payment of User's Fees (which, for greater certainty, does not include Solidifi's Commission) for those Services performed by User to Purchasers: (A) within forty-five (45) days of the date on which User provided the applicable Service; or (B) by such shorter period as required by law. Notwithstanding the foregoing, but subject to applicable law, Solidifi shall have the right to withhold any payments for Services that do not comply with the Service Standards.
- Solidifi, at its sole discretion, shall make such payment by check, e-check, pre-authorized payment plan, electronic funds transfer or other reasonable payment method to the bank account or address that User has identified and designated to Solidifi. User expressly agrees that Solidifi's remittance of payment to the bank account or physical or email address that User has designated to Solidifi will fully satisfy Solidifi's payment obligations to User, regardless of whether the bank account or address is associated with User or whether User ultimately receives such payment. User acknowledges that User is responsible for timely notifying Solidifi of any changes to User's payment information in accordance with the notice provisions set forth in this Agreement.
- (d) TAX REGISTRATION NUMBERS: User represents and warrants to Solidifi that: (i) User has provided to Solidifi all of its current business and/or individual (as applicable) tax registration numbers and covenants to promptly provide to Solidifi any changes thereto; and (ii) Solidifi may rely upon such numbers in the preparation of any statement rendered under this Agreement and any return or remittance required under applicable law.
- (e) EXPENSES: Unless otherwise agreed by the Parties, User acknowledges and agrees that, other than the User's Fees, User is responsible for any and all expenses incurred by User in connection with the Services. Any expenses claimed by User which were not previously approved by Solidifi, may be rejected by Solidifi in its sole discretion.
- (f) CANCELLED ORDERS: If a Purchaser cancels an order after User has accepted it, User will be entitled to compensation for such cancelled order in accordance with Solidifi's cancellation policy which is then in effect, which cancellation policy may be amended from time to time by Solidifi in its sole discretion and without notice.

7. INDEPENDENT CONTRACTORS

- (a) RELATIONSHIP: It is understood and agreed that User (and, for greater certainty, each of User's employees, independent contractors, affiliates and/or agents, collectively "User Personnel") shall not for any purpose be, or be deemed to be, an agent, representative or employee of, or joint venturer with, Solidifi, nor shall anything in this Agreement create, or be construed as creating, any employer/employee or agency relationship between User and Solidifi. User affirms that as to User's own employees, if any, User shall at all times comply with applicable laws, including all wage and hour laws, and all federal immigration laws, and, except where prohibited by applicable law, shall indemnify and hold harmless Solidifi from any and all liabilities, losses, damages, costs and expenses to which Solidifi may become subject, including any penalties and interest as well as any costs or expenses incurred in defending a claim, action, suit, complaint or proceeding (collectively "Losses") by reason of, or arising out of, any alleged violations of such laws made by or relating to User Personnel. User shall have no authority whatsoever to act on behalf of Solidifi or bind Solidifi by contract or otherwise without the express written authorization of Solidifi. Except where prohibited by applicable law, User agrees to indemnify and hold Solidifi harmless from and against any and all Losses, by reason of, or arising out of, any assertion by User or any User Personnel that

User and/or such User Personnel is/are an employee of Solidifi and not an independent contractor.

- (b) **TAX OBLIGATION:** User is responsible for the remittance of: (i) any taxes that may be levied on User's performance of the Services as contemplated herein, including without limitation, federal, state and local excise, sales, use, goods and services taxes, value added taxes, harmonized sales taxes; (ii) User's income taxes; and (iii) any taxes or other amounts in lieu thereof (other than those for which Solidifi is expressly responsible for hereunder); and; (iv) any penalties, interest and demands which may be made by any applicable Governmental Authority in respect of any taxes or other amounts that may be levied on the Services contemplated herein. Except where prohibited by applicable law, User agrees to indemnify and hold Solidifi harmless from and against any and all Losses, by reason of, or arising out of, any failure by User to comply with its obligations set forth in this Section 7(b).

8. USER REPRESENTATIONS

User hereby represents and warrants to Solidifi that:

- (i) User has the necessary authority to enter into a binding legal contract;
- (ii) User has complied with all licensing and regulatory requirements applicable to the Services to be performed by User in the geographic areas in which User has listed as part of User's registration form with Solidifi;
- (iii) User possesses the necessary industry knowledge, competencies and expertise to provide the Services;
- (iv) the information submitted to Solidifi about User is true, current, complete and accurate; and
- (v) for each Service that User performs hereunder, User is, at all relevant times, authorized to perform such Services in the geographic location in which User operates.

9. OWNERSHIP

- (a) **SOLIDIFI'S OWNERSHIP:** User acknowledges and agrees that, as between User and Solidifi, the Solidifi System, User Documentation, and all other software text, graphics, images and other materials used by Solidifi in respect of the Solidifi System, including any modifications or enhancements thereto (collectively "**Solidifi Materials**") are the Intellectual Property of Solidifi and Solidifi owns all Intellectual Property Rights therein. User acknowledges and agrees that User shall not acquire any rights, title or ownership interests of any kind whatsoever, express or implied, in any of the Solidifi Materials. User shall not copy the Solidifi Materials.
- (b) **USER OWNERSHIP:** Solidifi acknowledges and agrees that User owns all User Content, including all Intellectual Property Rights therein. Solidifi does not acquire any rights, title or ownership interests of any kind whatsoever, express or implied, in any User Content other than the licenses granted herein.
- (c) **DELIVERABLES:** User acknowledges and agrees that, as between Solidifi and User, all worldwide right, title and interest in and to the Services provided by User pursuant to this Agreement, including, without limitation, any Deliverables shall be owned by Solidifi and considered "works made for hire". To the extent that User may, under applicable law, be entitled to claim any ownership interest in any Deliverables, and to give effect to the foregoing sentence, User hereby agrees to assign, and does hereby assign, to Solidifi all of its rights, title and interest in and to such Deliverables, including copyrights therein. Solidifi

may assign such interest to the Purchaser or direct User to transfer such interest directly to the Purchaser.

10. CONFIDENTIALITY

- (a) **OBLIGATION:** Each Party shall, and shall cause its employees, independent contractors, affiliates and agents to hold Confidential Information of the other Party in confidence, and shall use the same degree of care by instruction, agreement or otherwise, to maintain the confidentiality of the other Party's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information, but at least a reasonable degree of care commensurate with the nature and importance of such Confidential Information. Each Party agrees not to make use of Confidential Information other than for the exercise of rights or the performance of obligations under this Agreement, and not to release, disclose, communicate or make it available to any third party other than the employees, independent contractors, affiliates and agents of such Party who reasonably need to know it solely in connection with the exercise of rights or the performance of obligations under this Agreement. Each Party shall be responsible for the breach of this Section 10 by any of its employees, independent contractors, affiliates and/or agents.
- (b) **SUBPOENA:** In the event that any Party receives a request to disclose all or any part of the Confidential Information under the terms of a valid and effective subpoena or order issued by a court of competent jurisdiction or by a Governmental Authority, such Party agrees, to the extent legally permitted to do so, to: (i) immediately notify the other Party of the existence, terms and circumstances surrounding such a request; (ii) consult with the other Party on the advisability of taking legally available steps to resist or narrow such request; and (iii) if disclosure of such Confidential Information is required, exercise its commercially reasonable efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to such portion of the disclosed Confidential Information which the other Party so designates.
- (c) **INJUNCTIVE RELIEF:** Each Party acknowledges and agrees that any unauthorized use or disclosure by it of any of the other Party's Confidential Information, in whole or part, may cause irreparable damage to the disclosing Party, that monetary damages would be an inadequate remedy and that the amount of such damages would be extremely difficult to measure. The receiving Party agrees that the disclosing Party shall be entitled to seek temporary and permanent injunctive relief in a court of competent jurisdiction to restrain the receiving Party from such unauthorized disclosure or use. Nothing in this Agreement shall be construed as preventing the disclosing Party from pursuing any and all remedies available to it for a breach or threatened breach of a covenant made in this Article 10, including the recovery of monetary damages from the receiving Party.

11. TERM AND TERMINATION

- (a) **TERM:** The term of this Agreement shall commence on the Effective Date and shall continue until terminated in accordance with the provisions of this Article 11 (the "**Term**").
- (b) **CONVENIENCE:** Subject to Sections 11(e) and 11(f) and compliance with applicable law, either Party may terminate this Agreement for no reason or for any reason by providing the other Party with written notice, which notice may be provided by Solidifi through a message posted on the Solidifi System or by an email to User.
- (c) **SOLIDIFI'S ADDITIONAL RIGHTS OF TERMINATION:** Subject to Sections 11(e) and 11(f) and compliance with applicable law, Solidifi may terminate this Agreement and the rights

granted hereunder without prejudice to enforcement of any other legal right or remedy, immediately upon giving written notice of such termination if User:

- (i) infringes the Intellectual Property Rights of Solidifi or breaches any Person's privacy rights;
 - (ii) breaches any other provision of this Agreement and such breach continues for a period of ten (10) Business Days after delivery of a written notice by Solidifi requiring User to correct such failure;
 - (iii) engages in any misconduct, unethical behavior or illegal act; or
 - (iv) (A) becomes or is adjudicated insolvent or bankrupt, admits in writing User's inability to pay User's debts as they mature, or makes an assignment for the benefit of creditors; (B) User applies for or consents to the appointment of any receiver, trustee or similar officer for it or for all or any substantial part of its property, or such receiver, trustee or similar officer is appointed without User's consent; (C) User institutes any bankruptcy, insolvency, reorganization, moratorium, arrangement, readjustment or debt, dissolution, liquidation or similar proceeding relating to User under the laws of any jurisdiction, or any such proceeding is instituted against User and is not dismissed within twenty (20) Business Days; or (D) any judgment, writ, warrant or attachment or execution of similar process is issued or levied against a substantial part of User's property and remains unsatisfied for twenty (20) Business Days.
- (d) WAIVER: The waiver by either Party of a breach or default of any provision of this Agreement by the other Party shall not be effective unless in writing and shall not be construed as a waiver of any subsequent breach of the same or of any other provision. No delay or omission on the part of either Party to exercise or avail itself of any right, power or privilege under this Agreement shall constitute a waiver of such right, power or privilege by such Party.
- (e) EFFECT OF TERMINATION: Upon the termination of this Agreement for any reason:
- (i) User shall download any and all User Content contained on the Website, the Solidifi Notary Network Platform and/or the Solidifi Notary Network Mobile Application;
 - (ii) Solidifi shall disable User's Authentication IDs;
 - (iii) User shall, and shall cause any individual to whom User has assigned an Authentication ID to: (A) destroy any copies of the Authentication IDs in its possession or control; and (B) not access or attempt to access the Solidifi System; and
 - (iv) each Party will return to the other Party, or otherwise destroy, all Confidential Information of the other Party which is then in its possession or control; provided, however, that each Party may retain a copy of the Confidential Information for such period of time as required by applicable law or regulation, and/or in the case of Solidifi, to comply with its internal document retention policy. Any information retained pursuant to this Section 11(e)(iv) shall continue to be treated as Confidential Information of the other Party and subject to the confidentiality restrictions set forth in this Agreement, notwithstanding the termination of this Agreement.

User acknowledges and agrees that User's access to the Solidifi System will be terminated upon the termination of this Agreement and that if User fails to download User Content from the Website, the Solidifi Notary Network Platform and/or the Solidifi Notary Network Mobile Application in a timely manner, User may not have access to such information or such information may be destroyed by Solidifi in accordance with the terms of this Section 11(e). It is User's responsibility to download and obtain all User Content prior to the termination of this Agreement. Solidifi shall have no responsibility, or any liability to User, for maintaining or

providing to User, User Content or any portion thereof after the termination of this Agreement.

- (f) SURVIVAL OF COVENANTS: Notwithstanding the termination of this Agreement for any reason this Section 11(f) and Sections 3(d), 3(e), 5(a)(ii), 5(a)(iii), 5(a)(v), 5(b), 7, 9, 10, 11(e), 12, 13 14, 16, 17, 18 and 21 of this Agreement shall survive any such termination.

12. DISCLAIMERS

- (a) NO WARRANTIES: THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS PROVIDED BY SOLIDIFI IN RELATION TO THE SOLIDIFI SYSTEM OR THE USER DOCUMENTATION, INCLUDING IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, OR THAT ANY OF THE FOREGOING WILL MEET USER'S NEEDS OR WILL BE AVAILABLE FOR USE AT ANY PARTICULAR TIME OR WILL BE ERROR FREE. SOLIDIFI DOES NOT PROVIDE AND HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER. THE SOLIDIFI SYSTEM AND THE USER DOCUMENTATION ARE PROVIDED BY SOLIDIFI ON AN "AS IS" BASIS.
- (b) DISCLAIMER: User acknowledges and agrees that Solidifi's methods and procedures to secure the Solidifi System may not prevent unauthorized electronic intruders to access the Solidifi System through the Internet or through other forms of electronic communication. If such unauthorized electronic intruders are able to bypass Solidifi's security protocols, firewall and safeguards, such unauthorized electronic intruder may change, delete or otherwise corrupt the contents and data contained in the Solidifi System, including information and data supplied by User or by others. Solidifi shall not be liable to User, and hereby disclaims all liability, with respect to any Losses arising out of, or related to, any action by any unauthorized electronic intruder.

13. INDEMNITY

- (a) INTELLECTUAL PROPERTY INDEMNITY: Solidifi shall, at Solidifi's own expense, defend, indemnify and hold harmless User from and against any Losses which by final judgment or settlement may be assessed against User pursuant to a claim, proceeding, action, investigation, formal complaint or suit (referred to in this Article 13 as a "**Claim**") brought against User to the extent such Claim alleges that the use of the Solidifi System or User Documentation furnished hereunder infringes any U.S. registered copyright, registered trademark or validly issued patent of a third Person, provided that Solidifi is given:
- (i) prompt written notice of the Claim or of any allegations or circumstances known to User which could result in a Claim; provided, however, that the failure to provide such notice shall not relieve Solidifi of any of its obligations hereunder, except to the extent Solidifi is prejudiced by such failure and then only to the extent of such prejudice;
 - (ii) all reasonable information and assistance from User, at Solidifi's expense, which Solidifi may require to defend the Claim; and
 - (iii) sole control of the defense of the Claim, and all negotiations for the settlement or compromise thereof;

and provided further that the alleged infringement does not result from any non-permitted uses, alterations, modifications or enhancements carried out by User or on User's behalf, including, without limitation, by any User Personnel.

If such Claim has occurred, or in Solidifi's opinion is likely to occur, Solidifi may, at its option and expense, either procure for User the right to continue using the infringing item or replace or modify the same so that it becomes non-infringing without loss of functionality, or if, in

Solidifi's sole discretion, none of the foregoing alternatives is reasonably available on commercially reasonable terms, discontinue and disable access to the Solidifi System and the User Documentation and terminate this Agreement. The foregoing states the entire obligations of Solidifi to User with respect to any infringement of Intellectual Property Rights of any third Person.

- (b) USER INDEMNITY: Except where prohibited by applicable law, User shall, at User's own expense, defend, indemnify and hold harmless Solidifi, its affiliates, Purchasers and their respective directors, officers, employees, independent contractors, agents, affiliates and subcontractors, from and against any Claim brought against them to the extent such Claim: (i) alleges, directly or indirectly, that any User Content or other documentation, information or material provided by User or on User's behalf, including, without limitation, by any User Personnel, violates or infringes the Intellectual Property Rights of any third Person; (ii) in any way relates to or is in respect of the performance of the Services, including, without limitation, any Deliverable submitted by User; (iii) relates to or is in relation to: (A) the injury or death of any Person; or (B) damage to or destruction of any property sustained by any Person, in either case, due to any act or omission by User or on User's behalf, including, without limitation, by any User Personnel; or (iv) is in relation to User's, including, without limitation, any User Personnel, use of the Solidifi System, except to the extent that Solidifi has indemnified User pursuant to Section 13(a). Solidifi shall provide User, in any case, with:
- (i) prompt written notice of the Claim or of any allegations or circumstances known to Solidifi which could result in a Claim, provided, however, that the failure to provide such notice shall not relieve User of any of its obligations hereunder, except to the extent User is prejudiced by such failure and then only to the extent of such prejudice;
 - (ii) all reasonable information and assistance from Solidifi, at User's expense, which User may require to defend the Claim; and
 - (iii) sole control of the defense of the Claim, and all negotiations for the settlement or compromise thereof, provided, however, that any settlement or compromise will be solely for the payment of money by User and will not, without the prior written approval of Solidifi, obligate or impose liability on Solidifi in any way.

14. LIMITATION OF LIABILITY

- (a) LIMITATION OF SOLIDIFI'S DAMAGES: IN NO EVENT SHALL SOLIDIFI BE LIABLE TO USER FOR ANY LOST REVENUE, LOST PROFITS, LOST SAVINGS, ANY CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR ANY ATTORNEYS' FEES, EVEN IF SOLIDIFI HAS BEEN ADVISED BY USER IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.
- (b) LIMITATION OF SOLIDIFI'S AGGREGATE LIABILITY: IN NO EVENT SHALL SOLIDIFI'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, INCLUDING A BREACH BY SOLIDIFI OF ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT (WHETHER OR NOT A FUNDAMENTAL BREACH), EXCEED THE AMOUNT OF FEES PAID OR OTHERWISE PAYABLE TO USER PURSUANT TO THIS AGREEMENT IN THE SIX MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.
- (c) NO LIABILITY: Solidifi will not be liable to User, User Personnel, or any other third party for any loss caused by any of the following: (i) any unintentional deletion, corruption, removal of data, files or material stored on the Solidifi System; (ii) removal of any User Content from the Solidifi System; or (iii) the results of any Services performed hereunder, including, without limitation, any Deliverables hereunder.

- (d) **NO LIEN:** With respect to each Service submitted to User hereunder, User acknowledges and agrees that none of Solidifi, the applicable Purchaser, nor any of their respective employees, officers, directors, independent contractors, agents, affiliates and/or subcontractors shall have any liability to User above and beyond Solidifi's obligation to pay the agreed upon User's Fees in respect of such Service. User will not, directly or indirectly, place, or attempt to place any liens, mortgage, hypothec or other security interest on any property associated with any Services performed by User hereunder.

15. FORCE MAJEURE

Except for any obligation to make payments, any delay or failure of either Party to perform its obligations under this Agreement shall be excused if, and to the extent, that the delay or failure is caused by an event or occurrence beyond the reasonable control of the Party and not due to such Party's fault or negligence, such as, by way of example and not by way of limitation, acts of God, action by any Governmental Authority (whether valid or invalid), fires, floods, wind storms, explosions, riots, epidemics, pandemics, natural disasters, wars, terrorist acts, sabotage, labor problems (including lock-outs, strikes and slow downs, except for any labor problems of the Party claiming a force majeure event), or court order or injunction. In the event that the force majeure event lasts for twenty (20) days or longer, either Party shall have the option to terminate this Agreement upon written notice to the other Party without liability.

16. THIRD PARTY BENEFICIARY

User agrees that each Purchaser to whom User has provided or is requested to provide Services hereunder is a third party beneficiary under this Agreement and such Purchaser shall have the right to exercise and enforce any and/or all of the rights, remedies and terms of this Agreement directly against User, to the same extent and in the same manner as if such Purchaser was a party hereto.

17. AGREEMENT TO ARBITRATE

User acknowledges that as part of this Agreement the Parties have mutually agreed that any and all future disputes, claims or controversies between them, whether or not arising out of or relating to any of the provisions of this Agreement, that are not resolved by the Parties' mutual agreement shall be resolved by final and binding arbitration as the exclusive remedy, limited only by those claims deemed non-arbitrable by applicable law. Thus, all future disputes, controversies or differences which may arise between the parties, whether arising in contract, statute (including, but not limited to, wage and hour and labor statutes), tort, fraud, misrepresentation, discrimination, retaliation, common law or any other legal theory, including disputes relating to the making, performance or interpretation of this Agreement, the relationship created by this Agreement and claims or other disputes arising under any federal, state or local law or regulation, statute, law or ordinance whenever brought, which cannot be resolved by the Parties' mutual agreement shall be resolved by final and binding arbitration as the exclusive remedy in accordance with the Federal Arbitration Act, limited only by those claims deemed non-arbitrable by applicable law.

Either Party may commence the arbitration process by filing a written demand for arbitration with the American Arbitration Association ("AAA") and sending a copy to the other Party listing the claim(s) to be arbitrated. User may obtain a copy of the AAA Rules by accessing the AAA website. In addition, User may obtain a copy of the AAA Rules by requesting a copy from compliance@solidifi.com. The arbitration shall be conducted in Buffalo, New York by one arbitrator, selected from a list of arbitrators provided by AAA. If the Parties are unable to agree upon an arbitrator from the list provided, then an arbitrator shall be selected in accordance with the procedures of the AAA. The Parties will cooperate in scheduling the arbitration proceedings. The arbitration will be conducted in accordance with the provisions of the applicable AAA rules and

procedures in effect at the time of filing of the demand for arbitration. Should a non-Party witness refuse to comply with a subpoena issued by the arbitrator and the arbitrator is unable to enforce compliance with the subpoena, the Parties agree to submit the subpoena to a court of competent jurisdiction for enforcement of the subpoena. The arbitrator is authorized to award any remedy allowed by applicable law. Proceedings to enforce, confirm, modify, set aside or vacate an award or decision rendered by the arbitrator will be controlled by and conducted in conformity with the Federal Arbitration Act, 9 U.S.C. Sec 1 et. seq. or applicable law. Nothing in this Section shall prohibit or limit either Party from seeking provisional remedies from a court of competent jurisdiction, including, but not limited to, injunctive relief (and without needing to post any bond or other security) for purposes of enforcing Section 10(c) of this Agreement. The arbitrator's fee will be paid by Solidifi. In addition, where required by law, Solidifi shall pay all costs unique to the arbitration to the extent such costs would not otherwise be incurred in a court proceeding, and User shall not be required to pay any type or amount of expense if such requirement would invalidate this agreement to arbitrate or would otherwise be contrary to the law as it exists at the time of the arbitration. The Parties hereby further agree that should any arbitration or litigation occur between the Parties to enforce or interpret the terms of this Agreement or to resolve a dispute, claim or controversy concerning any provision of this Agreement, the prevailing Party shall be entitled to recover from the non-prevailing Party all of the prevailing party's reasonable attorneys' fees and costs to the extent that applicable law or regulation permits such recovery. Both Parties are bound by this agreement to arbitrate. This does not include disputes, controversies or differences which may not by law be arbitrated, and does not prevent User from participating in a governmental investigation or proceeding by any agency charged with the enforcement of employment laws.

THE PARTIES WAIVE THEIR RIGHT TO HAVE ANY SUCH DISPUTE, CLAIM OR CONTROVERSY DECIDED BY A JUDGE OR JURY IN A COURT. THE PARTIES ALSO AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITIES, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE OR COLLECTIVE PROCEEDING, AS FURTHER SET FORTH IN SECTION 18.

17.1 OPT-OUT

USER HAS THIRTY (30) DAYS AFTER RECEIVING THIS AGREEMENT TO OPT OUT OF ARBITRATION. IF USER OPTS OUT, THEN NEITHER SOLIDIFI NOR USER WILL BE BOUND BY THE TERMS OF ARBITRATION CONTAINED HEREIN. TO OPT OUT USER MUST: (1) NOTIFY SOLIDIFI IN A WRITTEN NOTIFICATION THAT USER IS OPTING OUT, (2) SIGN THE NOTIFICATION; AND (3) EMAIL THE NOTIFICATION WITH SIGNATURE TO COMPLIANCE@SOLIDIFI.COM SO THAT SOLIDIFI RECEIVES IT NO LATER THAN THIRTY (30) DAYS AFTER THE DATE USER RECEIVED THIS AGREEMENT. SUCH WRITTEN NOTICE MAY SIMPLY STATE "I WISH TO OPT OUT OF THE ARBITRATION PROGRAM" OR WORDS TO THAT EFFECT. IF NO SUCH NOTICE IS DELIVERED BEFORE THE THIRTY (30) DAY DEADLINE, THEN THIS AGREEMENT TO ARBITRATE WILL BECOME FULLY EFFECTIVE AND BINDING UPON THE DATE USER AGREED TO THE TERMS OF THIS AGREEMENT. IF USER OPTS OUT, THE DECISION TO DO SO WILL NOT ADVERSELY AFFECT USER'S PROVISION OF SERVICES IN ANY WAY.

18. ARBITRATION OF INDIVIDUAL CLAIMS ONLY

All claims covered by Section 17 must be submitted on an individual basis. No claims may be arbitrated on a class, collective or representative basis (except as provided below). The Parties expressly waive any right with respect to any covered claims to submit, initiate or participate in a representative capacity, or as a plaintiff, claimant or member in a class action, collective action or other representative or joint action, regardless of whether the action is filed in arbitration or in court. Any and all disputes regarding Section 18 shall be resolved by the court, and not an arbitrator.

IF EITHER PARTY INITIATES OR JOINS IN A LAWSUIT OR ARBITRATION AGAINST THE OTHER PARTY IN VIOLATION OF THE WAIVERS DETAILED IN SECTION 17.1 AND/OR 17.2 BELOW AND THE WAIVER IS DEEMED TO BE UNENFORCEABLE FOR ANY REASON, THEN TO THE EXTENT THE WAIVER IS INVALIDATED, CLAIMS SUBJECT TO THE INVALIDATED WAIVER SHALL NO LONGER BE SUBJECT TO ARBITRATION, BUT SHALL INSTEAD PROCEED IN COURT, WITH ALL REMAINING CLAIMS REMAINING SUBJECT TO ARBITRATION.

17.1 NO CLASS OR COLLECTIVE ACTION CLAIMS

THE PARTIES AGREE THAT EACH MAY BRING AND PURSUE CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITIES, AND MAY NOT BRING, PURSUE OR ACT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR COLLECTIVE PROCEEDING. THE PARTIES AGREE THAT A COURT, NOT THE ARBITRATOR, SHALL DETERMINE WHETHER ANY CLAIMS MUST PROCEED ON A CLASS OR COLLECTIVE BASIS.

17.2 NO REPRESENTATIVE ACTION CLAIMS

EXCEPT TO THE EXTENT THIS PROVISION IS UNENFORCEABLE AS A MATTER OF LAW, THE PARTIES AGREE THAT EACH MAY BRING AND PURSUE CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITIES, AND MAY NOT BRING, PURSUE OR ACT AS A PLAINTIFF IN ANY PURPORTED REPRESENTATIVE PROCEEDING. THE PARTIES AGREE THAT A COURT, NOT THE ARBITRATOR, SHALL DETERMINE WHETHER ANY CLAIMS MUST PROCEED ON A REPRESENTATIVE BASIS. THE PARTIES EXPRESSLY AGREE THAT ANY REPRESENTATIVE CLAIMS THAT ARE FOUND NOT SUBJECT TO ARBITRATION UNDER THIS AGREEMENT SHALL BE RESOLVED IN COURT AND SHALL BE STAYED PENDING THE OUTCOME OF THE ARBITRATION.

19. NO EXCLUSIVITY

The Parties acknowledge and agree that the commitments under this Agreement are not exclusive and that User is free, and expected, to maintain its own clientele and to provide similar services to the Services to other businesses without any restrictions from Solidifi.

20. NO VOLUME COMMITMENT

This Agreement does not obligate User to provide, nor commit Solidifi to engage User to perform, any Services. Solidifi makes no commitment to User whatsoever, whether in terms of dollar volume or amount or type of Services to be provided.

21. MISCELLANEOUS

- (a) NOTICE: Every notice or other communication hereunder shall be deemed to have been duly given and made if in writing and: (i) if served by personal delivery upon the Party for whom it is intended, (ii) if delivered by registered or certified mail, return receipt requested, (iii) if delivered by a national courier service, or (4) if sent by email (receipt of which is confirmed), in each case, to the Person at the address set forth below, or such other address as may be designated in writing hereafter:

To Solidifi Title & Closing, LLC and certain of its affiliated entities:

88 Silva Lane, Suite 210
Middletown, RI 02842
Attention: Legal Department
Email: corporatelegal@solidifi.com

To User:

at the address or email address provided by User upon registering for the Service.

Any such notification shall be deemed delivered: (a) if delivered personally or by email, (i) on the date it is delivered if it is delivered before 5:00 p.m. (local time at the place of delivery) on a Business Day or (ii) on the next Business Day if it is delivered after 5:00 p.m. (local time at the place of delivery) on a Business Day or on a day that is not a Business Day; (b) on the next Business Day, if sent by national courier service for next Business Day delivery; or (c) on the fifth (5th) Business Day following the date it is mailed if sent by registered or certified mail.

- (b) FURTHER ASSURANCES: Each Party shall take such action (including, but not limited to, the execution, acknowledgement and delivery of documents) as may reasonably be requested by the other Party for the implementation or continuing performance of this Agreement.
- (c) ENUREMENT: This Agreement shall inure to the benefit of and be binding upon each of the Parties hereto and their respective heirs, representatives, executors, administrators, trustees, successors and permitted assigns.
- (d) ASSIGNMENT: Neither this Agreement nor any of the rights or obligations hereunder may be assigned by either Party without the prior written consent of the other Party, except, but with prior written notice to the other Party, to a wholly-owned subsidiary of a Party or an entity which acquires all or substantially all of the assets and business of the assigning Party by merger, sale of assets or otherwise, provided such party agrees in writing to be bound by the terms of this Agreement and such party is not a competitor of the other Party.
- (e) SUBCONTRACTING: User may not subcontract the performance of the Services to any third Party without the prior written consent of Solidifi, which consent may be withheld, conditioned or delayed in Solidifi's sole discretion.
- (f) SMS TERMS:
 - i. Authorization: User acknowledges that, in order to utilize the Solidifi System, User may be required to authenticate User's account and other communications User receives through the Solidifi System via User's Mobile Device. User certifies that User is authorized to enroll User's designated Mobile Device number in an SMS/MMS Messaging Service and incur any charges that may result from participating in an SMS/MMS Messaging Service.
 - ii. SMS Notifications: By entering User's Mobile Device number in the Solidifi System and completing the submission form, User consents to the terms of this Section 21(f) and to receive text message communications from Solidifi as described herein. A text message will be delivered to the Mobile Device number User provided confirming User's enrollment once User has submitted User's Mobile Device number. User is responsible for managing the types of texts (whether SMS or MMS) User receives.
 - iii. Frequency of Messages: The number and frequency of SMS/MMS messages sent to User's Mobile Device depends on several factors, including, but not limited to, the number of accounts registered with Solidifi, and if User asked for help or support via text messaging.
 - iv. Unsubscribe: Text STOP to 40407, or reply STOP to any text message User receives, or

contact Solidifi's Customer Service team at the contact information listed at www.solidifi.com. User consents that following such a request to unsubscribe, User will receive one (1) final SMS message from Solidifi confirming that User will no longer receive SMS messages from Solidifi. Please allow up to three (3) business days for Solidifi to process User's request.

- v. Assistance: Text HELP to 40407 for assistance, or reply HELP to any message, or visit www.solidifi.com for Solidifi's Customer Service team's contact information.
- vi. Message, Voice and Data Rates May Apply: By participating in the Solidifi System's SMS/MMS messaging service, User approves any such charges from User's carrier. User acknowledges and agrees that User is solely responsible and liable for obtaining, maintaining, and paying all charges related to User's Mobile Device(s).
- vii. No Guarantee: Solidifi is not responsible for incomplete, lost, late, or misdirected messages, including, but not limited to, undelivered messages resulting from any form of filtering by User's mobile carrier or service provider or otherwise.
- viii. Termination: Solidifi reserves the right, in its sole discretion, to cancel or suspend any or all of the SMS/MMS alerts or services, in whole or in part, for any reason, with or without notice to User.

22. ACKNOWLEDGEMENT

By clicking the phrase "I Agree" below, User agrees that: (1) User has read the terms stated above; (2) User understands the terms stated above; (3) User intends to form a legally binding contract; (4) a printout of the terms stated above will constitute a "writing" under any applicable law or regulation; and (5) User agrees to abide by all the terms of the Agreement stated above.