RONARY SERVICES TERMS AND CONDITIONS

Last updated: July 2, 2021

IMPORTANT NOTICE: THESE TERMS AND CONDITIONS CONTAIN A BINDING ARBITRATION PROVISION AND WAIVER OF JURY TRIALS AND CLASS ACTIONS GOVERNING DISPUTES ARISING FROM USE OF THE RONARY SERVICES. IT AFFECTS YOUR LEGAL RIGHTS AS DETAILED IN THE MANDATORY ARBITRATION AND WAIVER OF CLASS ACTION SECTION BELOW. PLEASE READ CAREFULLY.

These Ronary Services Terms and Conditions ("Terms") govern access to and use of the Ronary ("Ronary," "we" or "us") website and services (collectively, the "Site", "Platform", "Ronary Platform" or "Ronary App") by site visitors ("Site Visitors") and by individuals or entities who purchase services ("Ronary Services") or create an account ("Account") and their Authorized Users (collectively, "Customers"). By using the Site or any Ronary Services, you as a Site Visitor or Customer accept these Terms (whether on behalf of yourself or a legal entity you represent). An "Authorized User" of a Customer is each an individual natural person, whether an employee, business partner, contractor, or agent of a Customer who is registered or permitted by Customer to use the Ronary Services subject to these Terms and up to any maximum number of users or uses specified at the time of purchase. Customers and Site Visitors may be referred to in these Terms as "you" and "your" as applicable.

BY ACCESSING, USING, OR DOWNLOADING ANY MATERIALS FROM THE SITE, YOU AGREE TO FOLLOW AND BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, YOU ARE NOT AUTHORIZED AND MUST CEASE USING THE SITE IMMEDIATELY.

1. Updates and Availability of Site and Ronary Services

- 1.1 Ronary reserves the right, at its sole discretion, to revise, change or modify these Terms, add or remove portions of these Terms at any time, without notice to reflect changes in the law or to the Ronary Services. It is your responsibility to review these Terms on a regular basis for any revisions. Your continued use of the Site following the posting of changes will mean that you accept and agree to the changes, and such changes or modifications shall constitute your acceptance of these Terms and any limitations to the Services as last revised. If you do not agree to be bound by these Terms and any Service limitations as last revised, do not continue to use the Services. We may occasionally notify you of changes or modifications to these Terms by e-mail. We assume no liability or responsibility for your failure to receive an email notification if such failure results from an inaccurate email address. You agree that Ronary shall not be liable to you or to any third party for any modification of the Terms.
- 1.2 You acknowledge and agree that from time to time this Site may be inaccessible or inoperable for any reason including, but not limited to, equipment malfunctions; periodic maintenance, repairs or replacements that we undertake from time to time; or causes beyond our reasonable control or that are not reasonably foreseeable including, but not limited to, interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other failures. You acknowledge and agree that we have no control over the availability of this Site or the Ronary Service on a continuous or uninterrupted basis, and that we assume no liability to you or any other party with regard thereto.

2. ELIGIBILITY AND AUTHORITY

2.1 This Site and Ronary Services are available only to Customers who can form legally binding contracts under applicable law. By using this Site or Ronary Services, you represent and warrant that you are (i) of legal age (18 years of age or older) and competent to agree to these Terms, (ii) otherwise recognized as being able to form legally binding contracts under applicable law, and (iii) are not a person barred from

purchasing or receiving Ronary Services found under the laws of the United States or other applicable jurisdiction.

2.2. As long as you comply with these Terms, Ronary grants you a non-exclusive, non-transferable, limited privilege to access and use the Site. If you are entering into these Terms on behalf of a corporate entity, you represent and warrant that you have the legal authority to bind such corporate entity to these Terms, in which case the terms "you", "your", "User" or "customer" shall refer to such corporate entity. If, after your electronic acceptance of these Terms, Ronary finds that you do not have the legal authority to bind such corporate entity, you will be personally responsible for the obligations contained in these Terms, including, but not limited to, the payment obligations. Ronary shall not be liable for any loss or damage resulting from Ronary's reliance on any instruction, notice, document or communication reasonably believed by Ronary to be genuine and originating from an authorized representative of your corporate entity. If there is reasonable doubt about the authenticity of any such instruction, notice, document or communication, Ronary reserves the right (but undertakes no duty) to require additional authentication from you. You further agree to be bound by these Terms for transactions entered into by you, anyone acting as your agent and anyone who uses your account or Ronary Services, whether or not authorized by you.

3. ACCOUNTS AND TRANSFER OF DATA ABROAD

- 3.1 In order to access some of the features of this Site or use some of the Ronary Services, you will have to create an Account. You represent and warrant to Ronary that all information you submit when you create your Account is accurate, current and complete, and that you will keep your Account information accurate, current and complete. You also represent that You are the person that You represent to be. You are solely responsible for the activity that occurs on your Account, whether authorized by you or not, and you must keep your Account information secure, including without limitation your customer number/login, password. You must notify Ronary immediately of any breach of security or unauthorized use of your Account. Ronary will not be liable for any loss you incur due to any unauthorized use of your Account. You, however, may be liable for any loss Ronary or others incur caused by your Account, whether caused by you, or by an authorized person, or by an unauthorized person.
- 3.2 If you are visiting this Site from a country other than the country in which our servers are located, your communications with us may result in the transfer of information (including your Account information) across international boundaries. By visiting this Site and communicating electronically with us, you consent to such transfers.

4. CONTENT

- 4.1 All text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, artwork and computer code (collectively, "Content"), including but not limited to the design, structure, selection, coordination, expression, "look and feel" and arrangement of such Content, contained on the Site is owned, controlled or licensed by or to Ronary, and is protected by copyright laws, international treaty provisions, patent and trademark laws, service marks, and various other intellectual property rights and unfair competition laws.
- **4.2** Except as expressly provided in these Terms, no part of the Site and no Content may be copied, modified, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including "mirroring") to any other computer, server, web site or other medium for publication or distribution or for any commercial enterprise, without Ronary's express prior written consent.
- 4.3 You may use information on Ronary products and services (such as knowledge base articles, and similar materials) purposely made available by Ronary for downloading from the Site, provided that you (1) not remove any proprietary notice language in all copies of such documents, (2) use such information only for your personal, noncommercial informational purpose and do not copy or post such information on any

networked computer or broadcast it in any media, (3) make no modifications to any such information, and (4) not make any additional representations or warranties relating to such documents.

4.4 Ronary respects copyright law and expects its Customers and Site Visitors to do the same. If you believe that any content or material on the Site infringes copyrights you own, notify us immediately. You may submit a notification in accordance with 17 U.S.C. § 512(c)(3) to legal@ronary.com.

5. RONARY SERVICES

- 5.1 The Ronary service is an Internet-based, remote electronic notarization service (the "Service"). It allows visitors from anywhere in the world to notarize a document in compliance with applicable United States laws, including legislation from various states and jurisdictions which allow notaries to legally notarize any signature via audio-video technology, and United States federal and state legislation that provides that electronic records and signatures carry the same weight and legal effect as traditional paper documents and handwritten signatures. Ronary does not offer legal advise, nor does it advise as to whether or not this service complies with law of the jurisdiction that You may seek to use this Service in. You should conduct your own research as to the effectiveness of Ronary's Service in the jurisdiction where You intend to use the Service.
- 5.2 The Site includes instructions for accessing the Service and completing a transaction, which may include one or more of the following steps: (i) you and your Client, the Signer, provide requested biographical information; (ii) you create a unique password; (iii) your client responds to a series of questions that allows us to confirm his/her identity; (iv) you upload a scanned copy of the document that your Client wishes to notarize; (v) you and your Client follow the instructions on the site to interact live with each other; (vi) you and your Client engage in an on-line, recorded video chat, during which time you will ask questions, review your Client's identification, witness signature(s), then provide a notarial seal; (vii) you pay the required fee; and (viii) you download the notarized document.
- 5.3 In the event that your Client's identity cannot be confirmed, or he/she is unable or unwilling to complete the process to properly notarize the document; or you, a live notary, determine, in your sole discretion, not to proceed with the notarial process, then you will not be required to pay any fee and the session will be terminated.
- 5.4 RONARY AND THE NOTARIES ON OUR PLATFORM DO NOT PROVIDE LEGAL SERVICES OR ADVICE, AND DO NOT AND WILL NOT GIVE LEGAL ADVICE OR ACCEPT FEES FOR LEGAL ADVICE.

6. RESTRICTIONS ON USE OF THE SITE; RULES OF CONDUCT; NOTARIZATION RIGHTS AND GRANTS

- 6.1 By using the Site and any Ronary Services you specifically agree not to engage in any activity or transmit any information that, in our sole discretion (a) is illegal, or violates any federal, state, or local law or regulation; (b) is harmful, abusive, harassing, threatening, indecent, sexually explicit, discriminatory, vulgar, hate speech, violent, inflammatory, or otherwise objectionable; (c) violates any third-party right, including, but not limited to, right of privacy, copyright, trademark, patent, trade secret, or any other intellectual property or proprietary rights; (d) attempts to impersonate another person or entity; (e) falsely states, misrepresents, or conceals your affiliation with another person or entity; (f) enters or uses the account of another Customer without permission; (g) distributes computer viruses or other files, code and programs that harm, interrupt, destroy or limit the functionality of any computer software or hardware; solicits personal or sensitive information from other users including without limitation address, credit card or financial account information, or passwords.
 - **6.1.2** In addition, Customers shall not, and shall not permit others to, do the following with respect to Ronary Services: (a) copy or distribute in any medium any part of this Site or Ronary Services, except where expressly authorized by Ronary; (b) modify or alter any part of this Site or

Ronary Services found at this Site or any of its related technologies; (c) access Ronary Content (as defined below) or User Content through any technology or means other than through this Site itself, or as Ronary may designate.

- 6.2 A notary session ("the Session") using the Service creates a file that is stored by us and other authorized persons under contract or by law electronically. The file may contain data that is used or collected during your Session comprising account information, identity-related information, photos, images, documents, session information, notary journal information, audio and video recording of the Session, credential information and other information collected in the Session ("collectively Information").
 - **6.2.1** You understand and agree that by using the Service that we are not a party to any part of the Session, we are not responsible for retaining any Information for any specified period of time for your use, we do not confirm the legality of electronic signatures, documents and their preparation and legal effect, and that any issues are between you, the commissioned notary, and your client in this section. By using the Service or participating in a Session, you expressly grant us the right to store, record, distribute, alter, copy, or otherwise use in any manner, format and on any device or medium the Information from the Session for any valid legal or business purpose and no charge to us.
 - **6.2.2** By using the Service or participating in a Session, you expressly grant us the right to verify your identity using the Information, databases, credit reports, or other third party or other information with our Service or by third parties using any identify proofing methods, such as forensics, knowledge-based questions, biometrics, in any combination of hardware and software. You expressly grant us the right to store, record, distribute, alter, copy, or otherwise use in any manner on any device or medium the Information from the verification for any valid legal or business purpose.

7. PRIVACY

- 7.1 Ronary Privacy Policy applies to use of this Site, and its terms are made a part of these Terms of Services by this reference. Please view Ronary Privacy Policy for details. Additionally, by using the Site, you acknowledge and agree that Internet transmissions are never completely private or secure. You understand that any message or information you send to the Site may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.
- 7.2 You are aware that Ronary may from time-to-time call you about your account, and that, for the purposes of any and all such call(s), you do not have any reasonable expectation of privacy during those calls; indeed you hereby consent to allow Ronary, in its sole discretion, to record the entirety of such calls regardless of whether Ronary asks you on any particular call for consent to record such call. You further acknowledge and agree that, to the extent permitted by applicable law, any such recording(s) may be submitted in evidence any legal proceeding in which Ronary is a party.
- **7.3** A component of Ronary's Service entails the collection of certain data points, such as those pertaining to the location, age, gender and other demographic type information. Ronary's data retention software may compile a summary of user information for Ronary's own proprietary use and for use in connection with internal reviews, updates, improvements and other matters. By using Ronary's Services, You agree that Ronary may retain and compile demographic and other similar information for its own use.

8. LINKS TO OTHER SITES. THIRD-PARTY PROVIDERS

8.1 This Site may contain links to other independent third-party Web sites ("Linked Sites") that are not owned or controlled by Ronary. These Linked Sites are provided solely as a convenience to our Site Visitors. Such Linked Sites are not under Ronary's control, and Ronary is not responsible for and does not endorse the content of such Linked Sites, including any information or materials contained on such Linked Sites.

Ronary assumes no responsibility for the content, terms and conditions, privacy policies, or practices of any third-party websites. In addition, Ronary does not censor or edit the content of any third-party websites. By using this Site or the Services found at this Site, you expressly release Ronary from any and all liability arising from your use of any third-party website. Accordingly, Ronary encourages you to be aware when you leave this Site or the Services found at this Site and to review the terms and conditions, privacy policies, and other governing documents of each other website that you may visit. You will need to make your own independent judgment regarding your interaction with these Linked Sites.

8.2 Ronary may use third-party providers to facilitate Notarial Transactions, including for services such as audio and video conferencing and recording, identity verification, credential analysis, and knowledge-based authentication. Ronary is not responsible for the accuracy or correctness of data or information produced by a third-party provider.

9. AUTHORIZED ACCESS. SECURITY

- 9.1 Customer's Authorized Users must be identified by a unique email address and user name and two or more natural persons may not use Ronary Services as the same Authorized User. In the event Ronary discovers that a Customer is providing use of its Account to another person, Ronary may terminate the Account immediately and without notice.
- 9.2 Ronary may access, preserve, or share any of your information when we believe in good faith that such sharing is reasonably necessary to investigate, prevent, or take action regarding possible illegal activities or to comply with legal process (e.g. a subpoena or other legal process). Ronary may also share your information in situations involving potential threats to the physical safety of any person, violations of the Ronary Privacy Policy or our user agreements or terms; or to respond to the claims of violation of the rights of third parties and/or to protect the rights, property and safety of Ronary, our employees, users, or the public. This may involve the sharing of your information with law enforcement, government agencies, courts, and/or other organizations.
- 9.3 Ronary reserves the right to use third party electronic payment processors and/or financial institutions to process payments made by you in connection with your use of the Service. Ronary and the Site take every precaution to protect users' information. When users are asked to enter sensitive information (such as credit card number) such information is only entered directly on our third party electronic payment processor's site that is encrypted and protected with the encryption software SSL. Although we have taken significant measures to ensure the security of information submitted in using the Services, no credit card information is stored on the Site, Ronary and the Site cannot guarantee the security of information collected during your use of the Services and shall not be liable in any way for the compromise of your data.
- Qustomer hereby represents and warrants to Ronary that: (a) it has all requisite rights and authority to use the Ronary Services under these Terms and to grant all applicable rights herein; (b) it is responsible for all use of the Ronary Services associated with its Account; (c) it is solely responsible for maintaining the confidentiality of its Account names and password(s); (d) it agrees to immediately notify Ronary of any unauthorized use of Customer's Account of which it becomes aware; (e) it agrees that Ronary will not be liable for any losses incurred as a result of a third party's use of its Account, regardless of whether such use is with or without its knowledge and consent; (f) it will use the Ronary Services for lawful purposes only and subject to these Terms; (g) any information it provides to Ronary is true, accurate, and correct; and (h) it will not attempt to gain unauthorized access to the System or the Ronary Services, other accounts, computer systems, or networks under the control or responsibility of Ronary through hacking, cracking, password mining, or any other unauthorized means.

10. DISCLAIMERS AND WARRANTIES

10.1 The Service and the Site contain information, facts and opinions from various individuals, organizations and governmental agencies. YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT

YOUR USE OF THIS SITE AND THE SERVICES FOUND AT THIS SITE SHALL BE AT YOUR OWN RISK AND THAT THIS SITE AND THE SERVICES FOUND AT THIS SITE ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE IMPOSED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT. NEITHER RONARY NOR ITS AFFILIATES ENDORSE OR ARE RESPONSIBLE FOR (I) THE ACCURACY OR RELIABILITY OF ANY OPINION, ADVICE OR STATEMENT ON THE SERVICE OR THE SITES, (II) ACCURACY, COMPLETENESS, OR CONTENT OF ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE. RONARY DOES NOT PROMISE THAT THE SITE OR ANY CONTENT, SERVICE OR FEATURE OF THE SITE WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT ANY DEFECTS WILL BE CORRECTED, OR THAT YOUR USE OF THE SITE WILL PROVIDE SPECIFIC RESULTS. ALL INFORMATION PROVIDED ON THE SITE IS SUBJECT TO CHANGE WITHOUT NOTICE. RONARY CANNOT ENSURE THAT ANY FILES OR OTHER DATA YOU DOWNLOAD FROM THE SITE WILL BE FREE OF VIRUSES OR CONTAMINATION OR DESTRUCTIVE FEATURES.

- 10.2 IN ADDITION, YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT NO ORAL OR WRITTEN INFORMATION OR ADVICE PROVIDED BY RONARY, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS (INCLUDING WITHOUT LIMITATION ITS CALL CENTER OR CUSTOMER SERVICE REPRESENTATIVES), AND THIRD PARTY SERVICE PROVIDERS WILL (I) CONSTITUTE LEGAL ADVICE OR (II) CREATE A WARRANTY OF ANY KIND WITH RESPECT TO THIS SITE OR THE SERVICES FOUND AT THIS SITE, AND USERS SHOULD NOT RELY ON ANY SUCH INFORMATION OR ADVICE.
- 10.3 You may elect to receive authentication, notification and/or electronic document delivery messages by text ("SMS Messages") at the mobile number you provide as part of your use of the Ronary Services. You represent that you are the subscriber of the mobile service at the mobile number provided, or that you are otherwise authorized by the subscriber to receive SMS Messages at such mobile number as part of your use of the Ronary Services. By electing to receive and send SMS Messages, you acknowledge that message and data rates may apply under your agreement with your provider of mobile communication services ("Mobile Service Provider"). You further understand and acknowledge that your Mobile Service Provider's network services are outside of Ronary's control and we are not responsible or liable for any issues arising therefrom. Ronary will not be liable for any of the following: a) failure of delivery of any content via SMS Message; b) any delays in transmission of SMS Messages; or c) any service or other changes implemented by your Mobile Service Provider impacting the receipt or sending of SMS Messages as part of your use of the Ronary Services. In addition, designation of your mobile number or any other electronic device shall constitute consent to the delivery of any one or more of the following: i) automated marketing messages, ii) SMS compaign purposes, iii) advertisements, iv) promotional materials, and v) notices from Ronary. You are free to opt out of any one or more of the foregoing at any time, and may do so by notifying Ronary in writing at legal@ronary.com.
- 10.4 Ronary reserves the right to do any of the following, at any time, without notice: (1) to modify, suspend or terminate operation of or access to the Site, or any portion of the Site, for any reason; (2) to modify or change the Site, or any portion of the Site, and any applicable policies or terms; and (3) to interrupt the operation of the Site, or any portion of the Site, as necessary to perform routine or non-routine maintenance, error correction, or other changes.

11. INDEMNITY

11.1 You will defend, indemnify, and hold us, our Affiliates, officers, directors, employees, suppliers, consultants, and agents harmless from any and all third-party claims, liability, damages, and costs

(including, but not limited to, attorneys' fees) arising from or related to, as applicable: (a) your access to and use of the Site; (b) violation of these Terms by you or your Account Administrator(s) or Authorized Users, as applicable; (c) infringement of any intellectual property or other right of any person or entity by you; (d) the nature and content of all Customer Data processed by the Ronary Services; or (e) any products or services purchased or obtained by you in connection with the Site.

Ronary retains the exclusive right to settle, compromise, and pay, without your prior consent, any and all claims or causes of action that are brought against us. We reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these claims. You agree not to settle any matter in which we are named as a defendant and/or for which you have indemnity obligations without our prior written consent. We will use reasonable efforts to notify you of any such claim, action, or proceeding upon becoming aware of it.

12. LIMITATIONS OF LIABILITY

- IN NO EVENT SHALL RONARY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND ALL THIRD PARTY SERVICE PROVIDERS, BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING ANY THAT MAY RESULT FROM (I) THE ACCURACY, COMPLETENESS, OR CONTENT OF THIS SITE, (II) THE ACCURACY, COMPLETENESS, OR CONTENT OF ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, (III) THE SERVICES FOUND AT THIS SITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, (IV) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER, (V) THIRD-PARTY CONDUCT OF ANY NATURE WHATSOEVER, (VI) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL CONTENT, PERSONAL INFORMATION, FINANCIAL, AND MEDICAL INFORMATION OR OTHER INFORMATION AND DATA STORED THEREIN, (VII) ANY INTERRUPTION OR CESSATION OF SERVICES TO OR FROM THIS SITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, (VIII) ANY VIRUSES, WORMS, BUGS, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR FROM THIS SITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, (IX) ANY USER CONTENT OR CONTENT THAT IS DEFAMATORY, HARASSING, ABUSIVE, HARMFUL TO MINORS OR ANY PROTECTED CLASS, PORNOGRAPHIC, "X-RATED", OBSCENE OR OTHERWISE OBJECTIONABLE, AND/OR (X) ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF THIS SITE OR THE SERVICES FOUND AT THIS SITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY, AND WHETHER OR NOT WILLHOLDER IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 12.2 ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS SITE OR THE SERVICES FOUND AT THIS SITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED.
- 12.3 IN NO EVENT SHALL RONARY'S TOTAL AGGREGATE LIABILITY EXCEED THE TOTAL AMOUNT PAID BY YOU TO RONARY FOR THE PARTICULAR RONARY SERVICES THAT ARE THE SUBJECT OF THE CAUSE OF ACTION. THE CUSTOMER AND ITS AUTHORIZED USERS ACKNOWLEDGES THAT THIS IS A FAIR AND REASONABLE ESTIMATION AS TO FORECAST ACTUAL DAMAGES AND A FAIR AND ACCEPTABLE LIMITATION THEREOF.

12.4 THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW, AND SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT OR YOUR USE OF THIS SITE OR THE SERVICES FOUND AT THIS SITE.

13. DISPUTE RESOLUTION. GOVERNING LAW

READ THIS SECTION CAREFULLY

- 13.1 You agree that these Terms affect interstate commerce and that the Federal Arbitration Act governs the interpretation and enforcement of these arbitration provisions. This Section 13. is intended to be interpreted broadly and governs any and all disputes between us including but not limited to claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory; claims that arose before these Terms or any prior; and claims that may arise after the termination of these Terms. The only disputes excluded from this broad prohibition are the litigation of certain intellectual property as provided below.
- 13.2 Initial Dispute Resolution. In the event of any controversy or dispute between Ronary and you arising out of or in connection with your use of the Site, you agree that before taking any formal action (of any nature) you will contact us at legal@ronary.com and provide a brief, written description of the dispute and your contact information (including your username, if your dispute relates to an Account). You and Ronary agree to use reasonable efforts to settle any dispute, claim, question, or disagreement directly through consultation with Ronary, and good faith negotiations shall be a condition to either party initiating a lawsuit or arbitration.
- 13.3 Binding Arbitration. If the parties do not reach an agreed-upon solution within a period of thirty (30) days from the time informal dispute resolution is initiated under the Initial Dispute Resolution provision above, then either party may initiate binding arbitration as the sole means to resolve claims (except as provided below) subject to these Terms set forth below. Specifically, all claims arising out of or relating to these Terms, the parties' relationship with each other, and/or your use of the Ronary Services shall be finally settled by binding arbitration administered by JAMS in accordance with the JAMS Streamlined Arbitration Procedure Rules for claims that do not exceed \$250,000 and the JAMS Comprehensive Arbitration Rules and Procedures for claims exceeding \$250,000 in effect at the time the arbitration is initiated, excluding any rules or procedures governing or permitting class actions.
- **13.4 Arbitrator's Powers.** The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability, or formation of these Terms, including but not limited to any claim that all or any part of these Terms is void or voidable, whether a claim is subject to arbitration or the question of waiver by litigation conduct. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be written and shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction.
- 13.5 Jurisdiction. THIS AGREEMENT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED SOLELY THEREIN, WITHOUT GIVING EFFECT TO PRINCIPLES OF CONFLICTS OF LAWS PROVIDED, HOWEVER, THAT THE TERMS OF ANY APPLICABLE LAW NOW OR HEREAFTER ENACTED THAT IS BASED ON OR SIMILAR TO THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT DRAFTED BY THE NATIONAL CONFERENCE OF COMMISSIONERS ON UNIFORM STATE LAWS SHALL NOT APPLY. WITHOUT LIMITING THE DISPUTE RESOLUTION REQUIREMENTS OF SECTION 12.2 AND 12.3, AND WITH RESPECT TO ANY ACTION WHICH MAY BE BROUGHT RELATING TO THIS AGREEMENT, EACH OF THE PARTIES IRREVOCABLY CONSENTS TO THE EXCLUSIVE

JURISDICTION AND VENUE OF THE FEDERAL AND STATE COURTS LOCATED IN THE STATE OF FLORIDA, MIAMI-DADE COUNTY.

- 13.6 Class Action Waiver. The parties further agree that the arbitration shall be conducted in the party's respective individual capacities only and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis. YOU AND RONARY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provisions set forth above shall be deemed null and void in their entirety and the parties shall be deemed to have not agreed to arbitrate disputes.
- 13.7 Exception: Litigation of Intellectual Property. Notwithstanding the parties' decision to resolve all disputes through arbitration, either party may bring enforcement actions, validity determinations, or claims arising from or relating to theft, piracy, or unauthorized use of intellectual property in any state or federal court with jurisdiction or in the U.S. Patent and Trademark Office to protect its intellectual property rights ("intellectual property rights" means patents, copyrights, moral rights, trademarks, and trade secrets, but not privacy or publicity rights).
- 13.8 Except for actions for nonpayment or breach of a party's proprietary rights, no action, regardless of form, arising out of or relating to these Terms may be brought by either party more than one (1) year after the cause of action has accrued.
- 13.9 Unenforceability. If any provision of these Terms is determined to be invalid, that provision will be limited or eliminated to the minimum extent necessary so that these Terms will otherwise remain in full force and effect and enforceable.
- **13.10 No Legal Advice.** While receiving the Ronary Services, you may receive information from Ronary, or its agents, concerning laws governing electronic signatures, electronic Notarization, and other subject matter areas. This information is for general informational purposes only and does not constitute legal advice. Ronary and the Notaries on the Platform are not lawyers or a law firm, are not licensed to practice law in any state, and are not providing you legal advice. You are responsible for obtaining professional legal advice concerning all aspects of the Ronary Services, your Documents, or your Transactions.
- 13.11 Force Majeure. Neither party will be liable for a failure or delay in the performance of its obligations under these Terms due to a Force Majeure event. A Force Majeure event means, in relation to either party, any event or circumstance beyond the reasonable control of that party, including if such failure is caused by acts of God, fire, explosion, flood, epidemic, pandemic, strikes, revolutions, war or threat of war, acts of terrorism, national emergency, riot or other civil disturbance, governmental action, acts or failures to act of governmental authorities, governmental laws or regulations, lack or failure of electrical or telecommunications facilities, including, with-out limitation, failure of the public Internet, or any other events or circumstances not within the reasonable control of the party affected, whether or not dissimilar to any of the foregoing; provided, however, that the party suffering such delay notifies the other party of the delay within a reasonable period after it learns of the delay. A party affected by the Force Majeure event shall immediately notify the other party in writing of the event, giving sufficient details thereof and the likely duration of the delay. The affected party shall use commercially reasonable efforts to recommence performance of its obligations under these Terms as soon as reasonably possible. Inability to pay or financial hardship will not constitute Force Majeure regardless of the cause thereof and whether the reason is outside a party's control.
- **13.12** Contract for Services. These Terms is a contract for the provision of services and not a contract for the sale of goods. The provisions of the Uniform Commercial Code (UCC), the Uniform Computer

Information Transaction Act (UCITA), or any substantially similar legislation as may be enacted, will not apply to these Terms. If you are located outside of the territory of the United States, the parties agree that the United Nations Convention on Contracts for the International Sale of Goods will not govern these Terms or the rights and obligations of the parties under these Terms.

13. OBLIGATIONS OF NOTARIES

14.1 If you are accessing the Ronary Platform in your capacity as a Notary then you are agreeing that Ronary is your authorized notarization services vendor and has the right to hold your Electronic Notarial Records on your behalf.

You are responsible for ensuring:

- i) your Notarial Records are completed accurately by using the Ronary Platform as it was designed. You must ensure you fill correct any incomplete or inaccurate information in the journal by making a notation in the "Notes" section of the notarial journal, this includes but is not limited to, using the notes section to properly list and itemize fees earned while using the Ronary Platform.
- ii) each notarial certificate you complete is accurate and properly completed with all relevant information.
- iii) each notarial seal/stamp you apply to the documents is accurate and follows the requirements of Applicable Notarial Law.
- 14.2 YOU ARE RESPONSIBLE FOR PERFORMING NOTARIZATIONS IN ACCORDANCE WITH APPLICABLE NOTARIAL LAW AND FOR ENSURING YOU UNDERSTAND, AND CAN COMPLY WITH, APPLICABLE NOTARIAL LAW, INCLUDING WHAT ACTS CAN OR CANNOT BE PERFORMED USING AUDIO-VIDEO COMMUNICATION TECHNOLOGY. RONARY WILL PROVIDE YOU REASONABLE WITH TRAINING ON HOW TO USE THE RONARY PLATFORM TO THE EXTENT REQUIRED BY APPLICABLE NOTARIAL LAW.
- 14.4 YOU ARE AUTHORIZED TO ACCESS AND PERFORM ELECTRONIC NOTARIAL ACTS USING THE RONARY PLATFORM ONLY WHILE: (i)YOU ARE DULY COMMISSIONED OR REGISTERED AS A REMOTE ONLINE NOTARY AS REQUIRED BY THE STATE IN WHICH YOU WILL BE PERFORMING REMOTE NOTARIAL SERVICES ON THE RONARY PLATFORM, (ii) YOU HAVE A VALID DIGITAL CERTIFICATE, AND (iii) ONLY FOR NOTARIAL ACTS PERFORMED BY YOU WHILE YOU ARE PHYSICALLY LOCATED IN THE STATE IN WHICH YOU RECEIVED YOUR E-NOTARY, ONLINE OR OTHER COMMISSION OR REGISTRATION THAT IS REQUIRED TO PERFORM REMOTE E-NOTARIAL ACTS IN SAID STATE. (THE USER MAY CONNECT WITH YOU OVER THE AUDIO/VIDEO LINK, FROM INSIDE OR OUTSIDE OF THE STATE IN WHICH YOU ARE COMMISSIONED AND LOCATED.) YOU MAY NOT ACCESS OR USE THE RONARY PLATFORM TO PERFORM ELECTRONIC NOTARIAL ACTS WHEN YOU ARE PHYSICALLY OUTSIDE OF THE STATE IN WHICH YOU ARE DULY COMMISSIONED OR REGISTERED TO PERFORM NOTARIAL ACTS REMOTELY.

15. GENERAL

15.1 Relationship. At all times, you and Ronary are independent contractors, and are not the agents or representatives of the other. These Terms are not intended to create a joint venture, partnership, agency, employer/employee relationship or franchise relationship between the parties. Neither party has the authority to assume or create any obligation or responsibility, express or implied, on behalf of, or in the name of, the other party or to bind such other party in any way. Non-parties do not benefit from and cannot enforce these Terms. There are no third-party beneficiaries to these Terms. You must not represent to anyone that you are an agent of Ronary or are otherwise authorized to bind or commit Ronary in any way without Ronary's prior written authorization.

- **15.2 Assignability**. You may not assign your rights or obligations under these Terms without Ronary's prior written consent. If consent is given, these Terms will bind your successors and assigns. Any attempt by you to transfer your rights, duties, or obligations under these Terms except as expressly provided in these Terms is void. Ronary may freely assign its rights, duties, and obligations under these Terms.
- 15.3 System Requirements; Changes to Requirements. You understand and represent that your systems include, at a minimum, software and hardware as set forth below, and that you are able to access and use the Platform and our Ronary Services using your systems. To access and use the Ronary Services, you must have the following:
 - (i) to access the services from a mobile device, the device must have: (a) iOS version 11.0 or later, or Android version 5.0 or later, and the current Ronary app; (b) Internet access through an Internet Service Provider selected by you using a broadband connection sufficient to access the Ronary Services and view, annotate an sign documents and to support a live, real-time audio video connection to a Notary; (c) Internet connected E-mail capability; and (d) printer (if you want to print copies of electronic records); (f) adequate memory to operate, store and view documents;
 - (ii) to access the services from a desktop or laptop computer, the device must have: (a) adequate computing memory to operate, store and view documents; and you must have: (b) a PC with Windows Vista or later or Mac with OS X 10.11 or later; an internet browser with cookies and JavaScript enabled (Firefox v. 56.0 or later, Google Chrome v. 63.0 or later, or Apple Safari v. 11.0 or later); Acrobat Reader v6.x or later with JavaScript and browser display enabled; a webcam, microphone, and speaker to support a live, real time audio video connection.
- 15.4 User Data Backups; Retention. Third-Party Access Ronary will store a copy of a recording of the audiovideo of the interaction between you and the Signatory and will maintain the information required for the electronic journal of notarial acts (collectively "Electronic Notarial Records") as required by Fla. Stat. §117.245 and other applicable law.. Ronary will maintain your Electronic Notarial Records on your behalf, and they will be accessible to you and your successors for as long as your Subscription is active and your account is in good standing. Either party may terminate these Terms upon notice to the other party. In the event of termination by either party, you will still be able to access your electronic notarial records that Ronary is maintaining on your behalf for 30 days after the date of termination. However, the online notary public, a guardian of an incapacitated online notary public, or the personal representative of a deceased online notary public may, by a separate contract with Ronary, delegate to Ronary the online notary public's duty to retain the electronic journal and the required recordings of audio-video communications for a fee which will be determined upon evaluation of Customer's data. While Ronary will retain Electronic Notarial Records in compliance with law, Ronary shall not have any responsibility to maintain records for a period longer than that required by applicable law or for a period of more than 30 days following the termination of your Subscription or Account, whichever is longer.
- 15.5 While Ronary will serve as your backup notarial records provider in accordance with Section 15.4, you are still responsible to keep and securely store your Electronic Notarial Records. In turn, Ronary reminds each Customer to retain its own copies and records of all documents and records duly notarized through Ronary's Services.
- 15.6 In addition to all other rights granted you in the Privacy Policy, you expressly permit Ronary to provide Registered Users and third parties your email address and any other contact information associated with your account so that the Registered User or third party may contact you directly about a transaction you completed on the Ronary Platform, such inquiry may include a request for your Electronic Notarial Records. It is your duty to understand Applicable Notary Law and to determine when you can provide any information requested from a Registered User or a third party.

16. FEES. PAYMENT. SUBSCRIPTIONS

16.1 Fees. In consideration for your access or use of the Ronary Services you receive on the Platform, you will timely pay the various fees specified on the Platform including in a Subscription Plan. Ronary reserves the right to

modify its fee schedule from time to time, and to charge convenience and/or other fees applicable to the method of payment as provided for at law.

- **16.2 Payment**. Unless the applicable Subscription Plan specifically states otherwise, the following general payment terms will apply:
 - i) **Time of Payment**. All periodic fees (such as minimum commitment or platform fees which are payable monthly or annually) will be charged at the beginning of each period. All fees not included within the periodic fees, such as per-Notarization or per-e-signed Document fees or fees for other Services, or overages or other Services (including those which fall outside of the Subscription Plan), will be paid by you either at the time of each such Transaction or other Service, or on a monthly basis in arrears if Registered User has entered into a Subscription Plan.
 - ii) Acceptable Payment Methods. All payments will be charged automatically via one of the payment methods accepted on our Platform (such as credit card) as set up by you when either: at the time of agreeing to a Subscription Plan; or when prompted for payment within the Platform when the Transaction does not fall within a Subscription Plan. To be valid, each payment method must permit Ronary to charge and receive payment of all amounts due, from time to time, under your Subscription Plan and for any other charges you incur. You authorize Ronary OR ITS AGENT TO CHARGE THE PAYMENT METHOD SUPPLIED ON A RECURRING (MONTHLY OR YEARLY) BASIS ("AUTHORIZATION") FOR: (a) THE APPLICABLE SUBSCRIPTION PLAN FEES; (b) ANY AND ALL APPLICABLE TAXES; AND (c) ANY OTHER CHARGES INCURRED IN CONNECTION WITH YOUR USE OF THE RONARY SERVICES.

17. TERMINATION

- 17.1 Ronary Termination. Ronary may terminate these Terms entered into hereunder, effective on written notice to you in the event you: (i) fail to pay any amount due hereunder, and such failure continues more than ten (10) days after delivery of notice thereof; or (ii) breach any of its obligations under these Terms. Written notice may be given by i) email, ii) mail, iii) SMS, or any other method generally used to afford actual, constructive and/or reasonable notice. Ronary may additionally terminate some or all of the Services effective without notice to you in the event Ronary is of the reasonable belief that continuing to provide said Services would result in violation of applicable law or legal requirement. Ronary may change its product offerings at any time and is under no duty to continue to extend services to you.
- **17.2 Cessation of Services; Certain Licenses**. Upon the termination or expiration of these Terms, Ronary will cease providing the Services to you and all licenses extend to you hereunder will end.
- 17.3 Suspend Access. Ronary may, directly or indirectly, and by use of a disabling device, suspend or terminate your access to and use of the Ronary Platform, or remove or disable any Registered User or content if: (i) Ronary receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires Ronary to do so; or (ii) Ronary reasonably and in good faith believes such use or access: (a) violates these Terms in the case of you, or the Authorized User in the case of Registered Users, or the Account User in the case of Authorized Notaries or applicable law; (b) you (including your users) or a Registered User with Entitlements associated with your account is, has been, or is likely to be involved in any fraudulent, misleading, or unlawful activities relating to or in connection with any of the Services; or (iii) these Terms expire or our agreement is otherwise terminated. Ronary will use commercially reasonable efforts to notify you before any suspension or disablement of your access to the Service or the Platform, except when Ronary reasonably believes that: (i) applicable law or legal process (such as court or government administrative agency processes) prohibits Ronary from doing so; or (ii) delaying notice is necessary to prevent imminent harm to the Services or a third party. In such circumstances, Ronary will provide notice if and when the restrictions no longer apply.

18. RONARY EARLY ACCESS SERVICE

18.1 Ronary may offer, but is not obligated to offer, certain Ronary Early Access Services (the "REAS") (defined below) through written notice (e.g., email notification or in-product notification) or other communication to you.

18.2 Definitions.

- "Ronary Early Access Service" means: (a) access to certain Ronary Services and related features, technologies, or products that are in development, beta, or pre-general release versions; (b) participation in a specific early access program that includes access to certain features, technologies, products, or services that are not yet generally available to Ronary Customers or are only available to a limited set of Ronary Customers; and (c) access to any software, libraries, specifications, or other technical documentation related to an Early Access Service provided to you by Ronary under these Terms.
- "Ronary Early Access Period" or "REAP" means the term indicated on the registration page or program communication for such Early Access Product or such period as communicated to you by Ronary.
- 18.3 Subject to the terms set forth herein, Ronary grants you a limited, non-exclusive, non-transferable, revocable license to access and use the REAS during the Ronary Early Access Period for the purposes described by Ronary. Upon notice to you, Ronary may modify the permitted use of or suspend your access to any REAS at any time and for any reason. In addition, Ronary may terminate your use of REAS at any time with or without notice and for any reason.
- **18.4 Ownership.** Ronary, its Affiliates, or its licensors own all right, title, and interest in and to any and all copyrights, trademark rights, patent rights, database rights and other intellectual property or other rights in and to the Ronary Early Access Service, including any improvements, design contributions or derivative works thereto, and any knowledge or processes related thereto and provided hereunder. ALL RIGHTS NOT EXPRESSLY GRANTED HEREUNDER ARE FULLY RESERVED TO RONARY.
- 18.5 Feedback. You agree to provide ongoing recommendations, suggestions, ideas, derivations, enhancement requests or other feedback concerning the operational and functional capabilities of the Ronary Early Access Period ("REAS Feedback"). You hereby assign to Ronary all right, title, and interest in and to any REAS Feedback. You agree that Ronary is free to make unrestricted use, copy, modify, sell, distribute, sub-license, and create derivative works of the REAS Feedback without any necessity of payment or attribution to you. REAS Feedback will not be deemed your Confidential Information.
- 18.6 Your Responsibilities. You are solely responsible for: (a) your and your users' activities that occur in relation to the Ronary Early Access Service; (b) ensuring that you and your users comply with these Terms; and (c) all data and content it uses within the REAS. The REAS may, at any time and without prior notice, be updated, suspended, unavailable, or negatively affected by scheduled maintenance. You acknowledge that you may be required to update your version of the Ronary Early Access Service in order to continue using the Ronary Early Access Service.
- 18.7 Terms of the Ronary Early Access Service. These REAP Terms commence on the REAP effective date and will continue for the Ronary Early Access Period. Your access to and use of REAS is strictly limited to the Ronary Early Access Period.
- 18.8 Third Party Claims. You will indemnify Ronary and its affiliates and each of their respective employees, directors, agents, and representatives ("Indemnified Parties") from, and defend the Indemnified Parties against, any actual or threatened third-party claim, or legal action or administrative agency action or proceeding ("Claim") to the extent arising from or related to: (a) any alleged infringement of any third-party intellectual property rights by your data, content or Third-Party Services you obtain and use as part of your use of the Ronary Early Access Service; or (b) any breach by you of your obligations under this Section 17.8.

Ronary will give you prompt written notice of a Claim and provide reasonable assistance with its defense. You will have sole authority to defend or settle a Claim at your expense, provided any such settlement does not impose ongoing obligations on the Indemnified Parties.

- **18.9 Disclaimer of Certain Obligations**. Ronary has no obligation under these Terms or otherwise to: (a) correct any bugs, defects, or errors in the REAS or otherwise to provide any support, maintenance services, service levels, or uptime guarantees for the Ronary Early Access Service; (b) store, hold, export, return, or destroy any data or content after the Ronary Early Access Period.
- 18.10 DISCLAIMER OF WARRANTIES. IT IS UNDERSTOOD THAT THE RONARY EARLY ACCESS SERVICE AND ANY UPDATES MAY CONTAIN ERRORS AND ARE PROVIDED FOR LIMITED EVALUATION ONLY. THE RONARY EARLY ACCESS SERVICE IS STILL IN TESTING PHASE AND IS PROVIDED ON AN "AS IS," "WITH ALL FAULTS," AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, INCLUDING BY NOT LIMITED TO THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. RONARY DOES NOT WARRANT THAT THE RONARY EARLY ACCESS SERVICE WILL FUNCTION WITHOUT INTERRUPTION, IS FREE OF MALICIOUS CODE OR THAT IT IS ERROR-FREE. YOU ARE ADVISED TO SAFEGUARD YOUR DATA, TO USE CAUTION AND NOT TO RELY IN ANY WAY ON THE CORRECT FUNCTIONING OR PERFORMANCE OF THE RONARY EARLY ACCESS SERVICE AND/OR ACCOMPANYING MATERIALS. ANY DATA THAT YOU ENTER INTO THE RONARY EARLY ACCESS SERVICE, AND ANY CONFIGURATIONS MADE BY OR FOR YOU, DURING THE EARLY ACCESS PERIOD WILL BE PERMANENTLY LOST.
- 18.11 LIMITATION OF LIABILITY. IT IS UNDERSTOOD THAT THE EARLY ACCESS SERVICE IS PROVIDED WITHOUT CHARGE FOR LIMITED EVALUATION PURPOSES. ACCORDINGLY, THE TOTAL LIABILITY OF RONARY ARISING OUT OF OR RELATED TO THESE TERMS SHALL NOT EXCEED ONE HUNDRED (\$100) DOLLARS. RONARY'S SUPPLIERS AND LICENSORS SHALL HAVE NO LIABILITY HEREUNDER FOR DAMAGES OR OTHERWISE. IN NO EVENT SHALL RONARY OR ITS SUPPLIERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, OR LOSS OF DATA OR INFORMATION), HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, EVEN IF RONARY OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS AND EXCLUSIONS OF LIABILITY AND DISCLAIMERS FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES, AND RONARY WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT SUCH LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS.

19. eSIGN/ELECTRONIC CONSENT

Consumer Disclosure – Conducting business electronically, receiving electronic notices and disclosures, and signing documents electronically.

Please read the following information before accepting this consent and executing any documents via Ronary.

BY PROCEEDING FORWARD AND SIGNING THIS DOCUMENT YOU ARE AGREEING THAT YOU HAVE REVIEWED THE FOLLOWING CONSUMER DISCLOSURE INFORMATION AND CONSENT TO TRANSACT BUSINESS USING ELECTRONIC COMMUNICATIONS, TO RECEIVE NOTICES AND DISCLOSURES ELECTRONICALLY, AND TO UTILIZE ELECTRONIC SIGNATURES IN LIEU OF USING PAPER DOCUMENTS. YOU UNDERSTAND ELECTRONIC SIGNATURES ARE EQUIVALENT TO TRADITIONAL SIGNATURES, AND EQUALLY BINDING. THIS ELECTRONIC SIGNATURE SERVICE IS PROVIDED ON BEHALF OF CLIENTS, "REQUESTING PARTY," WHOM ARE SENDING

ELECTRONIC DOCUMENTS, NOTICES, DISCLOSURES OR REQUESTING ELECTRONIC SIGNATURES TO YOU. IF THERE IS NO THIRD-PARTY "REQUESTING PARTY," YOU ARE DEEMED THE "REQUESTING PARTY".

20. ENTIRE TERMS

- **20.1 Titles and Headings; Independent Covenants; Severability.** The titles and headings of these Terms are for convenience and ease of reference only and shall not be utilized in any way to construe or interpret the agreement of the parties as otherwise set forth herein. Each covenant and agreement in these Terms shall be construed for all purposes to be a separate and independent covenant or agreement. If a court of competent jurisdiction holds any provision (or portion of a provision) of these Terms to be illegal, invalid, or otherwise unenforceable, the remaining provisions (or portions of provisions) of these Terms shall not be affected thereby and shall be found to be valid and enforceable to the fullest extent permitted by law.
- **20.2** Successors and Assigns. These Terms shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.
- **20.3 No Third-Party Beneficiaries.** Nothing in these Terms shall be deemed to confer any third-party rights or benefits.
- **20.4 Full and Complete Agreement**. These Terms, together with any other documents referenced herein, constitutes the full and complete agreement between the Customer and Ronary. Any current or prior agreements, representations, understandings or oral statements, regardless of source, if not expressed in these Terms are void and have no effect. Customer warrants that it has not relied on any representations, warranties, statements, understandings or other documents.

Revised: 7/2/2021

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The information contained in this web site is subject to change without notice.

Thank you for showing interest in www.RONARY.com and Services we provide.