Subject to significant changes

GENERAL TERMS OF USE FOR PRODUCTS OFFERED BY SOLUTIONS NOTARIUS

Between **SOLUTIONS NOTARIUS INC**., a Portage Cybertech company, having its head office at 465 McGill Street, Suite 300, Montreal, Quebec, Canada H2Y 2H1 (“**Notarius**”) and you (hereinafter “**you**,” the “**Purchaser**,” or the “**Holder**,” as the case may be) (individually referred to as a “**Party**” and jointly referred to as the “**Parties**”).

Notarius markets its expertise in public key cryptography and PDF/A under several product suites and solutions, including Digital Signatures Certificate (on .epf, cryptographic token, or Cloud), electronic signatures, certification and authentication solutions for electronic documents, application programming interfaces (APIs), platforms, and websites, through the following software solution suites: CertifiO®, ConsignO® and VerifiO® (respectively “**CertifiO**,” “**ConsignO**,**”** and “**VerifiO**,**”** and collectively the “**Products**”).

By subscribing to and using Notarius’s Products, you consent and accept these terms and conditions of use (the “**General Terms of Use**”) as well as all other specific conditions related to a specific Product (the “**Special Conditions**”), the applicable Service Level Agreements (the “**SLAs**“), related schedules, and any service proposals, which may be amended from time to time (collectively the “**Terms and Conditions**”).

THESE GENERAL TERMS OF USE ARE ACCOMPANIED BY SPECIAL CONDITIONS THAT SUPPLEMENT THEM WHEN APPLICABLE. TOGETHER, THEY GOVERN YOUR USE OF OUR PRODUCTS.
THE GENERAL TERMS OF USE AND THE SPECIAL CONDITIONS FORM AN INSEPARABLE WHOLE.

In the event of any conflict between the Special Conditions and these General Terms of Use, the Special Conditions shall prevail.

These Terms and Conditions also govern free trials for Product evaluation purposes.

Notarius reserves the right to update these Terms and Conditions from time to time to reflect legislative changes or Product changes. The current Terms and Conditions are published and kept up to date (see “Effective date”) on the Notarius website at the following address: https://www.notarius.com/en/terms-and-conditions. Whenever possible, Notarius will notify you of major changes directly on its Website. PLEASE CHECK THE SITE REGULARLY FOR UPDATES ON MODIFICATIONS. IF YOU CONTINUE TO USE OUR PRODUCTS AFTER THE CHANGES TAKE EFFECT, YOU AGREE TO BE BOUND BY THE NEW CONDITIONS. You agree that we shall not be liable to you or any third party for any changes to the Terms and Conditions. If we make any material changes that negatively impact your use of our Products, you will be notified either by a prominent notice when you log in to our website to use the Products, or by email, all at Notarius’s discretion.
It is understood that any new version of the Terms and Conditions cancels and replaces those previously accepted between the Parties having the same subject matter and currently in effect. It shall prevail over any unilateral document of one of the Parties.

BY USING OUR PRODUCTS, YOU ACCEPT THESE TERMS AND CONDITIONS AND AGREE TO COMPLY WITH THEM. BY CONTINUING TO USE OUR PRODUCTS AFTER AN UPDATE OF THE

TERMS AND CONDITIONS, YOU WILL BE DEEMED TO HAVE ACCEPTED THE TERMS AND CONDITIONS, AS AMENDED FROM TIME TO TIME.

IF YOU DO NOT WISH TO ACCEPT THE TERMS AND CONDITIONS, YOU MUST IMMEDIATELY STOP USING OUR PRODUCTS.

FOR ANY QUESTION RELATING TO THE TERMS AND CONDITIONS, PLEASE CONTACT US AT THE FOLLOWING ADDRESS: legal@notarius.com.

1. DEFINITIONS

Unless otherwise specified, the following terms and expressions have the following meanings:

1.1. **"Acceptable Use":** All of our Products, including our platforms and websites, are limited to acceptable use. They must be used only for the purposes provided for in these General Terms of Use, the Special Conditions if applicable and the Notarius policies referenced only. You may not use the Products to transmit Data containing computer viruses or any other harmful computer code, files, or programs such as Trojan horses or computer worms. You agree not to use any tools or engage in behaviour that could overload or threaten the availability, integrity, or performance of the Products we provide. Since Internet usage may be required when accessing the Products, your conduct is subject to the rules, policies, and procedures of the Internet. You also agree not to attempt to gain unauthorized access or to scan or test the vulnerability of our Products, unless expressly authorized by Notarius in advance. You agree not to use the Products to falsely represent that a person has the authority to act or sign on behalf of an organization or a legal entity. You agree not to publish information about the performance or functionality of our Products or to interfere with the use and enjoyment of any other user of our Products. Under no circumstances shall you post or transmit abusive messages, defamatory, libellous, false, or misleading statements, hate speech or messages inciting violence, transmit spam or unsolicited messages, impersonate another person, distort your business affiliation, or commit fraud, circumvent any access, authentication or copy restrictions, or otherwise attempt to compromise the security of our Products (including another user's account). You may not use our Products in violation of any applicable law or regulation, including privacy laws and Personal Information in applicable jurisdictions, download, use, or transmit any content, data, or material that violates applicable laws or regulations. Without limiting all other remedies available to Notarius, Notarius may, at its sole discretion, terminate access to the Products in the event of a violation hereof, to avoid harming other parties or to preserve its security, availability, or integrity.

1.2. "**Account Opening Form**": form allowing the Purchaser to register their organization and group the billing of Holders linked to the account.

1.3. "**API**": or application programming interface, is a communication interface that

allows a software application to exchange data and use features from our services. The documentation relating to the functional and technical characteristics of the API made available to you according to the products can be found here: https://www.notarius.com/en/solutions/api

1.4. **"Application Form"**: the online form used by a Purchaser to subscribe to one or more of Notarius's Products.

1.5. **"Cloud-Based Digital Signature"**: the private and public keys contained in a certificate hosted in the Cloud and issued to a Holder for the purpose of identifying them in the context of their use of the Products. Certificates include all information and Personal Information confirming a Holder's identity. Notarius cryptographically links an official identity to the Cloud-Based Digital Signature certificate protected by two-factor authentication. Two-factor authentication is completed via an account with a username (email address) and password, followed by a second factor (code) securely sent to a validated user by a second communication channel. Cloud-Based Digital Signatures issued by Notarius can be affixed to PDF, PDF/A, and any other type of supported document. The types of Cloud-Based Digital Signatures vary according to the Product(s) to which the Holder has subscribed. A Digital Signature remains valid until it expires or is revoked.

1.6. "**Confidential Information**": Expressly includes, but is not limited to, any information (including, but not limited to, personal information, intellectual property, business activities, software and related documentation, derivative works, know-how and ideas, computer programs, studies, evaluations, specifications, designs, inventions, notes, records, analyses, forecasts, customer information, services, technical, financial, scientific, business, commercial or marketing information/ plans, proposals, specifications, drawings, data, computer programs/technology, policies, procedures, projected products, processes, administrative systems, product information, manufacturing processes, service information, proprietary computer code), transmitted or communicated by a Party, directly or indirectly through a third party, to the other Party, in connection with the provision of services, regardless of when it is disclosed, transmitted, or communicated, including, without limitation, any information disclosed prior to the date hereof and regardless of the means used to communicate it, including, but not limited to, paper, information technology, verbal, or otherwise. For greater certainty, the existence of any discussions, letter of intent or contractual relationship between the Parties constitutes Confidential Information. It is understood that confidential information does not include:

1.6.1. Information that was already legally in the public domain on the effective date of this Agreement;

1.6.2. Information which, although confidential at the time of entry into force, subsequently becomes public knowledge, without this being the result of a breach or violation of this Agreement;

1.6.3. Information whose public disclosure is authorized in writing by the Parties;

1.6.4. Information known to a Party before the time of its communication by the other Party and for which written documentation proving such prior knowledge can be provided upon request;

1.6.5. For clarity, disclosure of Confidential Information is permitted where permitted by law or court order. If the Receiving Party is required to disclose Confidential Information in connection with any civil, criminal, or regulatory proceeding, the Receiving party will promptly provide the Disclosing Party with written notice of such request so that the Receiving party may seek any appropriate remedy or excuse the Receiving party from complying with the provisions of this Agreement with respect to the request.

1.7. "**Data"**: all Confidential Information, Personal Information and other information entered by the Parties into the Notarius database relating to the Holder's identity and professional activities to be provided to Notarius in connection with the supply of the Products and hosted on servers belonging to Notarius or the Holder (or the Purchaser, as the case may be), depending on the Product to which the Holder or Purchaser has subscribed.

1.8. **"Desktop-Based Digital Signature"**: a general term used to refer to any Digital Signature Certificate that is neither Electronic nor Cloud-Based.

1.9. "**Digital Signature Certificate (hereinafter "Digital Signature")**: the private and public keys contained in a certificate issued to a Holder for the purpose of identifying them in the context of their use of the Products. Certificates include all information confirming a Holder's identity. Notarius cryptographically links an official identity to the Digital Signature certificate protected by two-factor authentication which is securely delivered to a validated user. Digital signatures issued by Notarius can be affixed to PDF, PDF/A, and any other type of supported document. The types of Digital Signatures vary according to the Product(s) to which the Holder has subscribed. A Digital Signature remains valid until it expires or is revoked.

1.10. **"End User":** the duly authorized Holder of one of Notarius's Products to which the Purchaser has subscribed.

1.11. **"Holder"**: you, the duly authorized End User of one of Notarius's Products to which the Purchaser has subscribed.

1.12. "**Intellectual Property Rights"**: all present and future rights relating to (i) a patent, trademark, domain name, copyright, system, software, source code, object code, algorithm, compilation, knowledge, information, invention, technology, appearance and usability element, trade secret, right of use, procedures, development, technical information, databases, algorithms, engineering or reverse engineering; and/or (ii) the registration or any application for registration of the above-mentioned intellectual property rights.

1.13. "**Grant of Licence**": Under the Terms and Conditions, Notarius grants you only one licence to use the Products. This licence is non-exclusive and may not be transferred or assigned to any third party, in whole or in part.

1.14. **"Links to other sites":** Our Products, including our platforms or websites, may contain links to other websites or to third-party solutions or services (the "Third-Party Services ") such as online payment or SMS notification services. To the extent that Notarius has no control over the Third-Party Services, Notarius makes no representations or warranties as to the quality, adequacy, functionality, or legality of these Third-Party Services, their content, or the information such sites may contain. It is therefore your responsibility to exercise good judgement, to be aware of the terms and conditions of such Third-Party Services, and to assume the risks and costs associated with the Third-Party Services by releasing Notarius from any liability in connection with the Third-Party Services.

1.15. "**Membership Fee"**: the one-time membership fee that the Purchaser must pay, if applicable, upon enrolment or the Holder's enrolment, as the case may be, to a Product, in addition to the Subscription Fees and Transaction Fees.

1.16. **"PDF/A":** the ISO 19005 standard that ensures that electronic documents can be opened and read over long periods of time.

1.17. "**Personal Information**": any information that concern a natural person and allows that person to be identified. The collection, retention, use, disclosure, and destruction of this Personal Information is carried out in accordance with applicable laws and regulations on the protection of personal information, including *an Act to modernize legislative provisions respecting the protection of personal information* in Québec and Notarius's certificate policies, as well as Notarius's Privacy Policy.

1.18. "**Products"**: Notarius markets its expertise in public key cryptography and PDF/A under several product suites and solutions including web platforms. Here are some of our Products:

1.18.1. **CertifiO**®: This product suite allows users and companies to digitally sign their documents. All CertifiO products include the necessary licences and signing certificates to sign your electronic documents to preserve the documents' origin, integrity, and authenticity.

1.18.2. **ConsignO**®: The ConsignO product suite allows individuals and organizations to (i) sign documents with their Digital Signature; (ii) convert PDF documents to PDF/A format to ensure the long-term reliability of PDF files; and (iii) verify the origin, integrity, and authenticity of signed documents as well as signers' identities. *ConsignO Server* automates the signing process to efficiently manage large amounts of documents for signing and increase productivity; *ConsignO Desktop* is a PDF reader with advanced features to speed up and facilitate the signing process for Holders of Desktop-Based Digital Signature Certificates (non-Cloud) and, finally, *ConsignO Cloud* is a web platform that

simplifies the signing process by allowing you to prepare, send, and have your PDF documents electronically signed in just a few clicks (see the special conditions for more details).

1.18.3. **VerifiO**®: Solutions (software or web) that allow you, depending on the version, to validate the compliance of your documents in PDF/A format, the properties of digital signatures (origin, integrity, authenticity), and compliance to support long-term validation (LTV). This Product is not available in USA.

1.19. **"Purchaser"**: you, the person who initiates the Subscription process for one of Notarius's Products, for yourself or for an Authorized Holder. If, as a Purchaser, you submit an Application Form on behalf of your organization, you confirm by signing the said Form that you have the ability to bind your organization, its employees, and administrators to the General Terms of Use and Special Conditions and the terms of sale described therein. You also confirm that you have previously obtained the consent of the Authorized Holder on behalf of whom you are providing the Personal Information. You must ensure that Authorized Holders comply with these Terms and Conditions. In addition, if subscribing to the ConsignO Cloud Business or Enterprise plans, it is your responsibility to set up the required structure to manage Instrumenting Parties and access rights, and to appoint at least one Administrator or Account Manager.

1.20. "**Reasonable use**": All products offered by Notarius are limited to reasonable and non-abusive use that varies according to the Service specifications. For example, but without limiting its scope:

1.20.1. *CertifiO for Professionals, Employees and Departments (Desktop and Cloud)*: use is reserved for signers who have specific knowledge of the documents to be signed, whether individually or as a batch;

1.20.2. *CertifiO for Organizations*: use is limited to the number of signatures specified in the Subscription;

1.20.3. *ConsignO Cloud*: the accounting of the authorized volume of Signature Projects is based on reasonable and non-abusive use which varies depending on whether the chosen package offers an unlimited number of Projects (see the special conditions for more details);

1.20.4. *ConsignO Desktop*: unless a special agreement has been made, only documents intended to be signed by a CertifiO product can be converted, prepared, or signed with ConsignO Desktop;

1.20.5. *VerifiO*: for the software application version, use is limited to the number of verifications specified in the Subscription; for the free web version, you may only complete one check at a time;

1.20.6. Verification of the validity of documents (by *VerifiO, ConsignO Desktop* or third-party software): Verification is limited to a maximum of ten (10) documents per day, unless otherwise specified in the Subscription Terms

and Conditions or in a separate written agreement with Notarius.

1.21. **"Recognized Professional Association"**: a legally constituted professional association expressly dedicated to safeguarding the public interest, including legally regulated professional associations.

1.22. "**Server Software License (server products)"**: Notarius's solutions used on servers in a workflow automation context (rather than solutions used by individuals) can be acquired in the form of transaction lots.

1.22.1. Transaction lots. For subscriptions to products for servers, Notarius offers licences for transaction lots. Lots can be purchased and renewed at any time. They offer a price per transaction that decreases inversely in proportion to the quantity. At each given quantity level, the price varies based on the options chosen.

1.22.2. Expiration of transaction lots. Server solutions are priced based on transaction lots. These transaction lots must be prepaid and are valid for a maximum of one year. If the number of transactions allowed by licence lot is reached before a full year elapses, the Purchaser can simply purchase another lot. If there are any remaining transactions in the license lot at the one-year expiry date, the remaining transactions will be lost without compensation.

1.23. **"Service Level Agreements (SLAS)"**: SLAs are contractual obligations owed to users by Notarius. The current SLAs are published and kept up to date on Notarius's website at the following address: https://www.notarius.com/en/terms-and-conditions#conditions_sla

1.24. **"Subscription":** the subscription to one or more Notarius Products by a Holder or Purchaser.

1.25. "**Subscription Fees"**: the Subscription Fees that the Purchaser must pay annually or monthly, as the case may be, for use by a Holder of one or more Products, in addition to the Membership Fees and Transaction Fees.

1.26. **"Third-Party Licences":** The Products may include software libraries subject to free software licences such as Mozilla Public Licence (MPL) v3.0, Lesser General Public License (LGPL) v3.0, Apache License v2.0 and the MIT License. These components are used to support the Products. They may have been converted or transformed by Notarius when necessary to add or enrich existing functionalities; these modifications are available on request. You agree to respect the licences of Notarius's licensors contained in our Products.

1.27. **"Transaction Fees"**: the transaction fees that the Purchaser must pay monthly, if applicable, for the use of Third-Party Services (e.g. the "*Interac*® verification service" Third-Party Service, land registry deposits, etc.), in addition to the Membership Fees and Subscription Fees.

1.28. "**Trusted electronic signature**": Notarius's Trusted Electronic Signature (also

referred to as "**Electronic Signature**") affixed to a document using an online platform. This signature requires the signer to use a second authentication factor as specified by the person or automated process preparing the document for signature. The Electronic Signature takes the form of the platform's digital certificate applied to the document and integrates the signer's authentication information to create a non-repudiable link between the signer and the signed document.

2. JOINT REPRESENTATIONS OF THE PURCHASER AND THE HOLDER

To use and access Notarius Products:

2.1. You represent and warrant that you are not a competitor of Notarius or that you are not developing Products similar to those described herein. If so, You will need to obtain Notarius's prior express written consent before using our website or Products under explicit terms.

2.2. You represent and warrant that you are of legal age (18 years or older, or the legal age of majority in your country of residence) and that you have the legal capacity to consent to and adhere to these Terms and Conditions.

2.3. If you accept these Terms and Conditions in the name of and on behalf of an organization or entity, you represent and warrant that you are authorized to accept and bind to these Terms and Conditions in their name and on their behalf (in which case, references to the terms "you" and "your" in these Terms and Conditions, except for this sentence, will refer to such organization or entity). If you register your organization or entity, you must register the legal name of your organization as registered with the authorities (for example, business registrar). The status in the registry must be active. If your organization is registered in a province where access to the registry is paid or abroad, you agree to attach to your application a recent official copy of the register proving its legal existence in one of Canada's two (2) official languages (English or French). Notarius does not validate, verify, or confirm the powers of representation, mandates, delegations of authority, or legal capacities of individuals using the Products on behalf of an organization or a legal entity.

2.4. You understand and agree that each individual subscription may contain specific restrictions and requirements that describe the features specific to the clients who will be able to access them. As such, additional conditions to be agreed in advance before you subscribe to the Product may be presented to you. In the context of your use of Notarius's Products including the creation of your account, you agree to the following:

2.4.1. to obtain and pay for all third-party equipment, licences, and services (e.g., Internet access, email service, etc.) necessary to access and appropriately use the Products;

2.4.2. Provide to Notarius true, accurate, current, and complete personal information or other relevant information and keep it current, including, but not

limited to, accurate and complete information regarding a valid payment method you are authorized to use or an email address (you understand and agree that generic email addresses are not accepted for certificate Holders - a nominative email or alias is required). This information is subject to the Notarius Privacy Policy;

2.4.3. not to disclose, under penalty of law, and to securely keep confidential any personal ID, password, or other information relating to your Digital Signature, your Trusted Electronic Signature, or your Account, as applicable;

2.4.4. to be liable for all costs resulting from your use of the Products, including unauthorized use and measures to prevent such a situation from re-occurring, except in cases where such unauthorized use would result from security problems attributable to Notarius and/or its agents.

2.4.5. to notify Notarius immediately of any breach of security or unauthorized use of the Products.

3. TERM

3.1. If you have subscribed to one or more Products for evaluation purposes, you must stop using these Evaluation Products as soon as the trial period ends. Notarius is not required to provide maintenance and technical support for this type of Product during the trial period. Following this period, you are no longer allowed to use these products without paying the applicable fees.

3.2. These Terms and Conditions apply to you upon acceptance of your Application Form and terminate at the end of your Subscription. The Terms and Conditions will continue to apply automatically upon the renewal of your Subscription.

3.3. Your Subscription will automatically renew for additional successive periods equal to the initial Subscription and by the same payment method, unless otherwise specified by the Purchaser. The price of any renewal of a Subscription term will be at the rates then applicable on the Notarius website.

4. PAYMENT TERMS AND CONDITIONS

4.1. No refunds. THE PURCHASER'S PAYMENTS ARE NON-REFUNDABLE UNLESS OTHERWISE SPECIFIED BELOW. YOU EXPRESSLY AGREE THAT ALL OTHER FEES AND PAYMENTS ARE NOT REFUNDABLE, CANCELLABLE, OR SUBJECT TO A CREDIT FOR A SUBSCRIPTION IN PROGRESS, INCLUDING, IN PARTICULAR, WHEN THE HOLDER IS NO LONGER A MEMBER OF THEIR RECOGNIZED PROFESSIONAL ASSOCIATION. Notarius will only reimburse the Purchaser for Subscription Fees that meet the following requirements: (i) in the event that Recognized Professional Association or an employer refuses an application for a

Subscription to one or more Products; or (ii) if the Holder is unable to install the necessary applications to activate their Products.

4.2. Default of payment. Notarius reserves the right to stop supplying the Products and to block access to the Holder or Purchaser if an invoice remains unpaid more than sixty (60) days after its due date. If you are the Holder of a Digital Signature certificate issued to a Quebec notary, a copy of the notice of default will be forwarded to the Secretary of your Professional Order.

4.3. Currencies and taxes. Unless otherwise indicated, the prices indicated on the Application Form, or any service proposal are in Canadian dollars and do not include applicable taxes.

4.4. Late fees and collection fees. If Notarius does not receive payment via the payment method chosen by the Purchaser, the Purchaser undertakes to pay all sums due on request. Any late payments will bear interest at a rate of 2% per month, compounded monthly (26.8% per year). You agree to reimburse Notarius for any costs or expenses incurred by Notarius to recover amounts that remain unpaid after the due date. Amounts due to Notarius may not be withheld or set off by you for any reason whatsoever. You agree, authorize and consent to Notarius sharing your Personal Information with an outside collection agency for the purpose of collecting amounts owed to Notarius.

4.5. Unreasonable use fees. Holders who exceed the limits of the Authorized Reasonable Use applicable to the Products as defined in 1.20 and who, as a result, are in a situation of overuse, expressly authorize Notarius to invoice the amount related thereto according to the method of payment chosen.

4.6. Fee schedule. In addition to the Subscription Fee and Unreasonable Use Fee, the Products offered to you are subject to a Monthly or Annual Subscription Fee and/or Transaction Fees, according to the fee schedule found on the Notarius website or as provided in special agreements (contracts, service offers, or proposals).

4.7. Method of payment. Membership Fees, Subscription Fees, and Transaction Fees are payable by credit card (Visa® or MasterCard® only) through an online payment service or following the issuance of an invoice for this purpose. It is also possible to enter into an agreement with Notarius, in which case certain conditions may apply. We may also make other arrangements, such as when an agreement exists with a Recognized Professional Association, which can issue the invoice directly to you.

4.8. Fee changes by Notarius. Notarius reserves the right to modify the pricing, characteristics, and/or options included in its Products' subscription plans at any time. The modified fees will apply at the time of the renewal of the Subscription and will be posted on the Notarius website. Notarius shall notify the Purchaser of any increase in applicable fees at least thirty (30) days prior to its effective date, subject to any different notice periods or notification requirements set out in an

applicable written contractual agreement.

4.9. Payments. You undertake to pay Notarius for the duration of your Subscription the fees for the Product(s) to which you have subscribed as indicated in the Application Form, when applicable or as mentioned when renewing your Subscription. Each Holder must hold a valid Subscription and the Purchaser must pay the applicable fees as defined in 1.15, 1.25 and 1.27. When charged on an annual basis, the Subscription Fees are payable in advance for the current year, and when charged on a monthly basis, they are payable in advance for use in the current month.

4.10. Pre-authorized debits. You authorize us to automatically debit the designated credit card or account as soon as the invoice is sent for the Products that the Purchaser has purchased or subscribed to. The amount billed may include Membership Fees, Subscription Fees (prepaid), Transaction Fees, and, where applicable, Unreasonable Use Fees, all subject to applicable taxes. This authorization remains in effect until the end of the term of your Subscription and any applicable renewal period, or until you cancel your Subscription or withdraw your consent.

4.11. Benefit programs. You may receive or benefit from a special rate structure, discounts, rebates, promotions, or other benefits (collectively, the "Benefits") through a specific agreement between an entity (Professional Association or Organization) with us (the "Commercial Terms"). All such Benefits are provided solely in connection with the relevant Commercial Terms and may be modified or terminated without notice. If you use our Products and an entity pays or manages your fees, you consent and authorize us to share your account information, including certain Personal Information (e.g., first and last name, e-mail address, membership number) with them and/or their authorized agents.

4.12. Additional services. The Holder accepts that services that may be required from Notarius and that are not covered in their Subscription, membership, or by these Terms and Conditions are subject to a specific written agreement and that such services are invoiced to them at the rates then in force.

5. INTERRUPTION OR TERMINATION

5.1. Administrative revocation. Subject to a final written notice sent forty-eight (48) hours in advance for this purpose or immediately as the case may be, Notarius may proceed to an administrative revocation, if (i) as a Purchaser, you have not paid in due time any sum due to Notarius; or (ii) immediately upon the express request of your Recognized Professional Association or your employer, as the case may be.

5.2. Failure. Notarius may also immediately discontinue delivery or access to its Products and disable or remove any account or authorized user if it determines that (i) as a Holder you have failed to comply with any of the provisions of these

Terms and Conditions or have violated any published policy applicable to the Products purchased, or that (ii) you are or have become subject to a proceeding under the applicable undertaking in difficulty rules or similar laws; or (iii) if, at our sole discretion, we believe that continued use of the Products by the Purchaser (or its authorized Holders or signers) creates a legal risk to Notarius or poses a threat to the security of Notarius's Products or other clients, or (iv) in the event of your misuse of the Products, or (v) at Notarius's discretion and on notice to that effect, in the case of an unreasonable use of the Products. Notarius declines all responsibility in the event of any interruption identified above. If a Purchaser or Holder fails to perform its obligations, we may, without notice: (i) suspend their account and use of the Products; (ii) terminate their Account, including the revocation of their certificate, if applicable; (iii) charge a reactivation fee to reactivate their Account; and (iv) exercise any other remedies available to us.

5.3. When any of the situations described in articles 5.1or 5.2occurs, you agree to (i) immediately cease using the applicable Products and uninstall them from all your devices and (ii) destroy (or at Notarius's request, return) all copies of any code or documentation in your possession or control. You also undertake to destroy any Confidential Information with respect to Notarius in your possession or control and not to keep any copy of it, in any form whatsoever, and at Notarius's request, you undertake to provide a statement to this effect.

5.4. At all times, you are responsible for making your own backup copies of your Data, and you understand and agree that following the termination of your Subscription to the Products, for any reason, your Data may be deleted by Notarius without further notice or delay. Notwithstanding the foregoing, Notarius may retain information, records, and supporting evidence as required under applicable laws, regulations, certification standards, Certification Policies, and Certification Practice Statements, including information relating to the issuance, revocation, and validation of certificates, in accordance with applicable retention requirements.

5.5. Survival. The provisions of paragraphs and articles 1 (Definitions), 4 (Terms of Payment), 5 (Interruption and Termination), 6 (Intellectual Property & Trademarks), 7 (Privacy and Data Protection Policy), 8 (Limitations of Warranty and Liability), 9 (Indemnification), 10 (Dispute Resolution) and 11 (General Conditions) shall survive the termination hereof.

6. INTELLECTUAL PROPERTY & TRADEMARKS

6.1. You hereby acknowledge and agree that Notarius or its licensors, as the case may be, are the exclusive owners of all Intellectual Property Rights (as defined in paragraph 1.12) in respect of the Products, whether registered or not.

6.2. You acknowledge that you have subscribed for access to and use of the Products. In this sense, you acknowledge that you only have a limited right to the Products (depending on the Product to which you have subscribed, in the form of a licence or access right) and that no right, title, or intellectual property interest is

transferred to you by Notarius. The usage licence granted to you is a personal right that may not be transferred or assigned to a third party in whole or in part.

6.3. You acknowledge that you are prohibited from accessing the Products for the purpose of disrupting their performance or integrity, observing their functionality or performance, or for any other marketing or competitive purpose, including, without limitation, copying, modifying, translating, compiling, decompiling, or creating derivative works from the Products.

6.4. You acknowledge that you are not authorized to post information about the performance or functionality of Notarius's products.

6.5. All rights, titles, and interests, including Intellectual Property Rights, in and to the Products, technology, documentation, and training materials provided by Notarius, are the sole property of Notarius or its licensors, as applicable, and are protected by intellectual property laws. You assign and waive, as the case may be, any right that may arise from any suggestion, idea, request for improvement, feedback, recommendations, or other information that you have submitted or provided to us with respect to the Products, whether or not resulting from your use, including any copyright and moral rights.

6.6. You agree not to remove, degrade, or conceal any copyright or trademark notice and/or legend or any other proprietary notice of Notarius or its licensors on or integrated with or in connection with the Products. In this sense, you agree, where applicable, to explicitly recognize all Notarius trademarks by adding the ® or ™ symbol after the trademark or by adding an appropriate footnote in all marketing materials including, but without limitation, the content of your websites.

6.7. Notwithstanding the foregoing, you retain your ownership rights to the Data. However, you understand and agree that Notarius has a limited license to access and audit the Data for the purposes of providing the Products and ensuring your compliance with the Terms of Use.

6.8. Licence for promotional purposes. You grant Notarius the right to identify you as a client on the Notarius website and in its commercial documents. For these purposes only, you grant Notarius the limited, non-exclusive, and royalty-free right to display your name and logo. You may withdraw this consent at any time by giving written notice to Notarius to this effect; however, such withdrawal will not have retroactive effect.

7. CONFIDENTIALITY AND PROTECTION OF PERSONAL INFORMATION

7.1. In the course of providing the Products, and under the terms of Privacy Policy, you understand, consent and agree that Notarius may collect, use, and store your Data. This information allows Notarius to optimize Product functionalities and can also be used for statistical purposes.

7.2. Notarius may from time to time, at its sole discretion, establish and maintain general usage practices in order to optimize the use and availability of its Products

and prevent any misuse. As part of its practices, Notarius reserves the right to monitor its system, implement technical solutions, and modify the Terms and Conditions to resolve or prevent any problems, if necessary.

7.3. The Products are provided using secure servers managed by Notarius and located in Canada.

7.4. Notarius undertakes to take reasonable measures corresponding to their degree of sensitivity in order to protect the Data securely during the storage period and, if applicable, for an additional period thereafter in accordance with the various Notarius policies. After this period, all Data may be deleted, without further notice. Notwithstanding any provision to the contrary, it is your sole responsibility to comply with the various laws, regulations applicable to the professional associations applicable to you, and your organization's retention policies with respect to the retention of your Data.

7.5. Notarius has adopted a security policy in accordance with ISO 27001 to ensure that the Data is protected at all levels within its organization: access to Sensitive Data is limited to Notarius's authorized employees and agents. In addition, Notarius is committed to complying with applicable laws regarding personal information and privacy.

7.6. The information transmitted or collected by Notarius in connection with the use of its Products is considered confidential and is not the subject of any external communication unrelated to the provision of them, except exceptions related to the applicable legal and regulatory provisions. This provision shall not preclude communications ordered by judicial or administrative decision.

7.7. Notarius undertakes to take all reasonable measures to prevent the unauthorized access, use, modification, or disclosure of the Products or Data by unauthorized parties. Notarius never discloses the Purchaser's or Holder's Data to anyone outside its provision/finality of services, with the exception of its suppliers of goods or services whose services have been retained after signature of a dedicated contractual agreement to perform certain functions on its behalf (some of whom may store the Data outside Quebec) or any related entity or public authority if required by law or order. In particular, Notarius may engage third-party services when verifying identities before issuing a Digital Signature. In addition, only authorized persons (employees or agents) who are required to have access to the Data in the course of their duties have access to it.

7.8. Notarius may also use tracking cookies (cookies and usage and navigation data) or other technologies to record and monitor certain Data and to verify that your use of the Products complies with these Terms and Conditions. Tracking cookies, as well as logs, allow Notarius, among other things, to collect information about your use of the Products and to recognize you and your browsing preferences. You can manage your settings relating to tracking cookies on your browser, but some Product features may be affected.

7.9. Notarius uses cookies to secure the authentication and signature process on the ConsignO Cloud platform, the ConsignO Cloud Solo platform, and the "My Account"/Self-Service portal, in compliance with the *Canadian Anti-Spam Act*.

7.10. With regard to security breaches that could cause serious harm to the Confidential Information and/or Personal Information of its Buyers or Holders, Notarius undertakes to notify them and the competent authorities, as the case may be, as soon as possible when such breaches are brought to its attention.

8. LIMITATION OF WARRANTY AND LIABILITY

8.1. Notarius declares that to the best of its knowledge, the Products developed by Notarius do not infringe on any valid rights, including the Intellectual Property Rights and the privacy rights of third parties. Notarius also warrants that its Products will substantially perform the essential functions described in the user documentation, if used in accordance with the user documentation and the applicable Terms and Conditions. In addition, Notarius guarantees that its Products have been designed and developed according to a formal and documented development methodology.

8.2. SUBJECT TO ANY APPLICABLE SERVICE LEVEL AGREEMENT ("SLA"), THE CLIENT EXPRESSLY UNDERSTANDS AND ACCEPTS THAT ANY USE OF THE PRODUCTS IS AT ITS SOLE RISK. ALL PRODUCTS AND SOFTWARE ARE PROVIDED "AS IS" AND "AS AVAILABLE." NOTARIUS, ITS OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSEES, AND PARTNERS MAKE NO CONTRACTUAL OR LEGAL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXPRESS OR IMPLIED, BUT WITHOUT LIMITATION TO, COMPLIANCE, NON-COMMERCIAL, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NON-INTERFERENCE, COMPATIBILITY WITH COMPUTER SYSTEMS, INTEGRATION GUARANTEES, AS WELL AS GUARANTEES OF SECURITY, RELIABILITY, PUNCTUALITY, AVAILABILITY, OR PERFORMANCE OF THE PRODUCTS, INCLUDING GUARANTEES ARISING FROM COMMERCIAL ACTIVITIES AND EXCLUSIONS FROM SUCH GUARANTEES. NOTARIUS DOES NOT WARRANT THAT THE PRODUCTS WILL ALWAYS OPERATE CONTINUOUSLY OR THAT THEY WILL BE ERROR-FREE OR SECURE. NO ADVICE OR INFORMATION PROVIDED BY NOTARIUS, ITS SUBSIDIARIES, AGENTS, REPRESENTATIVES, SUBCONTRACTORS, OR THEIR RESPECTIVE EMPLOYEES MAY MODIFY THE PROVISIONS OF THE TERMS AND CONDITIONS OR SERVE AS A GUARANTEE. NOTARIUS DISCLAIMS ALL LIABILITY IN THE EVENT OF FORCE MAJEURE ("ACT OF GOD"), INCLUDING, BUT NOT LIMITED TO, NATURAL DISASTERS, FIRES, FLOODS, LABOUR DISPUTES, RIOTS, INTERVENTIONS BY CIVIL OR MILITARY AUTHORITIES, WAR, ACTS OF TERRORISM, FAILURES OF PUBLIC SERVICES, FAILURES OF TELECOMMUNICATIONS SERVICES, AND OTHER UNFORESEEABLE EVENTS. FOR THE SAKE OF CLARITY, A CASE OF FORCE MAJEURE IS AN EXTERNAL, UNFORESEEABLE, UNAVOIDABLE AND UNCONTROLLABLE EVENT THAT MAKES IT

IMPOSSIBLE TO FULFIL AN OBLIGATION.

8.3. NOTARIUS CANNOT BE HELD RESPONSIBLE FOR ANY MISUSE, INAPPROPRIATE OR ABUSIVE USE, NEGLIGENCE, INADEQUATE ELECTRICAL CURRENTS OR VOLTAGES, REPAIRS CARRIED OUT BY THIRD PARTIES, ALTERATIONS, MODIFICATIONS, ACCIDENTS, OR ACTS OF VANDALISM. OTHER THAN THE TERMS, CONDITIONS, AND DEFINITIONS INCLUDED HEREIN, THERE ARE NO OTHER REPRESENTATIONS, WARRANTIES, OR COMMITMENTS MADE WITH RESPECT TO THE PRODUCTS.

8.4. NOTARIUS SHALL NOT BE HELD LIABLE FOR ANY MISREPRESENTATION, LACK OF AUTHORITY, EXCEEDING OF AUTHORITY, ERRONEOUS ATTRIBUTION, OR UNAUTHORIZED USE OF AN ORGANIZATION OR LEGAL ENTITY BY A USER OF THE PRODUCTS.

8.5. NOTARIUS SHALL NOT BE LIABLE FOR INCIDENTAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES, OR DAMAGES RELATED TO A LOSS OF TRUST (WHETHER IN THE CONTEXT OF CONTRACTUAL, EXTRA-CONTRACTUAL OR OTHER LIABILITY), INCLUDING, WITHOUT LIMITATION, DAMAGES SUFFERED AS A RESULT OF LOSS OF PROFIT, INCOME, PROPERTY, OR EQUIPMENT, TECHNOLOGY, RIGHTS OR SERVICES, DATA OR INTERRUPTION OR LOSS OF ACCESS TO PRODUCTS AND EQUIPMENT (COLLECTIVELY THE "**COLLATERAL DAMAGES**"), REGARDLESS OF WHETHER NOTARIUS MAY HAVE BEEN ADVISED OF THE PROBABILITY OF SUCH DAMAGE.

8.6. THE LIABILITY OF NOTARIUS, ARISING OUT OF OR IN CONNECTION WITH THE PRODUCTS OR IN ANY OTHER SITUATION ARISING HEREUNDER, AS WELL AS THE EXCLUSIVE REMEDY OF THE PARTIES IN RESPECT OF DAMAGE SUFFERED BY THE PURCHASER OR HOLDER, SHALL BE LIMITED TO THE LESSER OF X) THE PROVABLE AMOUNT OF ACTUAL DAMAGES DIRECTLY SUFFERED BY THE PURCHASER OR HOLDER AND Y) THE NET AMOUNT ACTUALLY PAID BY THE PURCHASER TO NOTARIUS FOR THE APPLICABLE PRODUCTS GIVING RISE TO SUCH CLAIM TO WHICH THE HOLDER WAS SUBSCRIBED DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE CLAIM.

9. INDEMNIFICATION

9.1. Notarius shall defend, indemnify, and hold harmless the Purchaser and/or the Holder, as applicable, and its officers, directors, employees, representatives, and agents and shall pay, as incurred, all damages, costs, fees, and expenses (including reasonable attorneys' fees) related to any claim, action, suit, or other proceeding: (i) alleging facts which, if true, would result in a material breach of these Terms and Conditions by Notarius; (ii) arising from a proven breach of an Intellectual Property Right or any similar property right by Notarius (excluding any open source component, software, or third-party hardware device provided by Notarius, if applicable), or (iii) resulting from the gross negligence or wilful misconduct of Notarius or its employees. In such a case, the Holder agrees (i) to promptly notify Notarius of any such claim and (ii) to cooperate fully with Notarius in any defence

or settlement. Notarius shall assume the costs of defending such a claim and, at its choosing, shall defend such action and all negotiations for its settlement or compromise (it being understood that Notarius shall not enter into any settlement binding on the Purchaser and/or the Holder without its consent, which may not be unreasonably withheld).

9.2. Notwithstanding the foregoing, you hereby acknowledge that Notarius shall not be liable hereunder for any claim of infringement in the event and to the extent that such claim results from:

9.2.1. The negligence, wrongful acts, or omissions of the Purchaser, the Holder, or their agents;

9.2.2. Modification of the Products by a person or entity other than Notarius and otherwise than under Notarius's authority, direction, request, or specifications, to the extent that such claim would have been avoided without such modification;

9.2.3. The use of the Products in combination with other products or solutions where such use (i) has not been previously approved in writing by Notarius, (ii) has not been provided, proposed, or recommended by Notarius or provided for in the relevant specifications, or (iii) does not constitute a reasonably intended combination or use of the Products, to the extent that the claim would have been avoided without such combination;

9.2.4. The use of an outdated version if such claim would have been avoided if the Holder had used the most recent version of the Products, provided that such version was made available to the Purchaser or the Holder within a reasonable time given the impact of such installation on its operations.

9.3. You acknowledge that you are fully responsible for the use of the Products and the data transmitted or stored by the Products and, in this respect, you agree to defend, indemnify and hold Notarius and its officers, directors, employees, representatives, and agents harmless and to pay, as incurred, all damages, costs, fees, and expenses (including reasonable attorneys' fees) relating to any claim, suit, or other proceeding: (i) alleging facts which, if proven, would result in a material breach of these Terms and Conditions; or (ii) resulting from an alleged violation of the intellectual property of a third party or a violation of privacy whether or not resulting from any misleading information provided or produced by or on your behalf; or (iii) resulting from gross negligence or wilful misconduct by you or your representatives.

10. DISPUTE RESOLUTION

10.1. Negotiation in good faith. With the exception of Intellectual Property matters, in the event of a dispute arising out of or in connection with this Agreement, the aggrieved Party shall notify the other Party (you agree to contact us at legal@notarius.com before commencing any formal proceedings and to provide us with a written description of the dispute, as well as your contact information)

and the members of their general management shall first meet in good faith, by videoconference or at a place mutually agreed upon by the Parties, with a view to resolving such dispute within fifteen (15) days from the day on which the dispute arose. If the parties are unable to resolve the dispute within fifteen (15) days, they may send the dispute for mediation by following the process described below. All negotiations under article 10.1 are confidential and must be treated as compromise and settlement negotiations for the purposes of the rules of evidence.

10.2. Mediation. If the conflict is not resolved through good faith negotiations between the parties within fifteen (15) days, it will then be submitted to mediation under the supervision of the Canadian Commercial Arbitration Centre and in accordance with its Conciliation and Mediation Rules in effect at the time of such mediation, to which the parties must abide. Either party to the dispute may notify the other party that it wishes to resolve a particular dispute through mediation. The mediator shall be appointed by mutual agreement between the parties or, if the parties are unable to reach an agreement within five (5) days after receipt of the notice of intent to mediate, the Canadian Commercial Arbitration Centre shall appoint a mediator. Mediation takes place in Montreal. The language of the mediation shall be that of the contract in dispute. The Parties shall equally share the costs of the mediator. Any mediation settlement by the Parties must be documented in writing. If such mediation rules amend the terms hereof, the amendment shall be in writing, signed by the parties and attached to the Terms and Conditions. If the dispute is not resolved within thirty (30) days after the notice of intent to mediate, either party may terminate mediation and proceed with arbitration as set out below. All negotiations under article 10.2 are confidential and must be treated as compromise and settlement negotiations for the purposes of the rules of evidence.

10.3. Arbitration. Subject to the provisions regarding negotiation and mediation set out above, any dispute which arises in the course of or following the performance of the present contract will be definitively settled under the auspices of the Canadian Commercial Arbitration Centre, by means of arbitration and to the exclusion of courts of law, in accordance with its General Commercial Arbitration Rules in force at the time this contract is signed and to which the parties declare they have adhered. Either party may serve notice of its intent to submit a dispute for arbitration. The arbitration shall be conducted by a single arbitrator sitting in Montreal. The arbitration will take place in Montreal. The language of the arbitration shall be that of the contract in dispute. The arbitrator shall not act as an amiable compositeur. The arbitrator's decision shall be final and binding for all parties and may not be appealed. The judgement on the award rendered by the arbitrator may be entered in any court of law having jurisdiction thereof. The cost of arbitration shall be shared equally by all parties or as otherwise decided by the arbitrator. Any arbitration held pursuant to this paragraph shall be private and confidential. The issues submitted to arbitration, hearings, proceedings, and arbitral award are strictly confidential and shall be treated as such by the parties.

10.4. Applicable law. These Terms and Conditions, including the documents and

instruments provided for or delivered hereunder, and the Schedules, shall be governed by and construed in accordance with the laws applicable in the Province of Quebec and the Canadian federal laws applicable in that province, without giving effect to any conflict of laws. Subject to articles 10.1, 10.2, and 10.3, if mediation is unsuccessful, the Parties irrevocably and unconditionally subscribe to the exclusive jurisdiction of the courts of the Province of Quebec sitting in the district of Montreal and to the competent courts to hear appeals from them.

10.5. Only the French version of the Terms and Conditions is enforceable, any translation made being, by express agreement, solely for convenience.

10.6. Authorized injunction measure. For the sake of clarity, regardless of the parties' decision to resolve all disputes through arbitration, each party may take coercive measures, initiate validity assessment procedures or file a claim for the theft, misuse, or unauthorized use of intellectual property in a competent provincial court or Canadian Intellectual Property Office (CIPO) to protect its intellectual property rights (the term "intellectual property rights" includes patents, copyrights, moral rights, trademarks, and trade secrets, but does not include rights to privacy or the protection of personality rights).

11. GENERAL CONDITIONS

11.1. Audit. If Notarius wishes to carry out due diligence (audit) including the equipment and processes of the Purchaser or the Holder that are related to the validation of compliance with the Terms and Conditions, the Purchaser or Holder undertakes to collaborate, to the extent of their material and personnel resources, upon written notice of at least THIRTY (30) days. Each Party will bear the costs of its internal resources (material and human) related to this audit.

11.2. Confidentiality. All documents and information, including, without limitation, Intellectual Property Rights, all sensitive or proprietary information that is or has been provided by Notarius to the Holder or Purchaser in connection with the performance of its services, shall remain the property of Notarius, and the Holder including the Purchaser and their authorized representatives undertake to preserve their confidentiality for and on behalf of Notarius. This information may not be disclosed by the Holder including the Purchaser and their authorized representatives or used by them for any purpose other than those strictly permitted in connection with the provision of the services.

11.3. Export control. You may not be established in, or otherwise be controlled by, a country under a Canadian or American embargo. You agree not to export, re-export, transfer, or make available to anyone, directly or indirectly, the Products, or any controlled information or items related to the use of the Products, except in accordance with the laws applicable to exports.

11.4. Communications. You agree to receive all communications and notices we provide in connection with the use of our Products, including, but not limited to, our Communications relating to your purchase or subscription or notices relating

to the use of the Products purchased, by electronic means including by email, SMS, notifications integrated with the product, or by displaying them on our website, for example. You agree that all Communications we provide to you electronically meet all legal requirements that such Communications be written or transmitted in a particular manner, and you agree to keep your Account information up to date. If you no longer wish to receive communications from us, you must make a formal request to our Customer Service department or to our Privacy Officer.

11.5. Independence of the Parties. Notarius and the Purchaser acknowledge that they each act on their own behalf, independently of each other. The Terms and Conditions do not constitute an association, franchise, partnership, employee-employer relationship, or a mandate given by one Party to the other Party. Neither Party may make a commitment in the name of and on behalf of the other Party. In addition, each Party remains solely responsible for its actions, allegations, commitments, benefits, products, and personnel.

11.6. Changes to the Products. Notarius may, at its sole discretion, modify, improve, or discontinue its Products at any time and without notice, or change the appearance and usability of the Products. You have the right to access the new features added to the Products when Notarius, at its sole discretion, makes them available during the term of your Subscription. Following a material change only, if you wish, you have the right to terminate your Subscription by giving written notice to Notarius following such material change, or via your Holder interface or by calling Notarius Customer Service. Notarius shall in no way be held liable to you or any other third party if Notarius exercises its right to modify or discontinue the Products, subject only to the reimbursement of Subscription Fees (for the unexpired period of the Subscription) on the date of the change or termination of any Product, where applicable.

11.7. Compliance with applicable laws. You are fully responsible for your Data. You understand that your use of Notarius's Products is subject to applicable international or national laws and regulations, including the modernization of legislation on the protection of personal data. You agree to comply with such laws and regulations, to ensure your Acceptable Use of the Products, and not to use the Products illegally or in a manner that violates the rights of third parties.

11.8. Mutual Respect and Appropriate Conduct.

11.8.1. The Parties agree that all communications must take place in an environment of mutual respect. You acknowledge having reviewed the Group's Code of Ethics and Conduct. This Code forms an integral part of these General Terms and Conditions.

11.8.2. Notarius reserves the right to terminate a communication, temporarily suspend services, or restrict access to certain resources in the event of abusive, threatening, offensive, or discriminatory behavior by you or your representatives, in accordance with this Code.

11.8.3. In the event of serious or repeated violations, you expressly authorize Notarius to report the conduct to your employer, professional order, or any competent authority, insofar as such disclosure is necessary to ensure safety, integrity, or compliance with contractual obligations.

11.9. Phone use. The option of sending a one-time use password (OTP) via a phone (call or SMS) to authenticate participants to a ConsignO Cloud program (*for example and without limiting the scope)* or other services requiring authentication, is offered by Notarius at no additional cost to the Purchaser provided that it is not misused and it is limited to telephone numbers linked to Canada and/or the United States. In particular, the sending of repeated notifications (calls or SMS) for purposes other than those intended for them, i.e. the communication of a single-use password (OTP), will be considered as misuse.

11.9.1. You represent that you are the subscriber of the mobile service associated with the mobile phone number provided or that you have the subscriber's authorization to receive SMS messages to said mobile phone number in connection with your use.

11.9.2. You understand that the use of unrelated telephone numbers in Canada and/or the United States may be charged.

11.9.3. You acknowledge that your use of a phone to receive the one-time password is not under Notarius's control and that Notarius is not responsible or liable for failure to receive it.

11.9.4. You agree, as a notified person, that additional charges may also be applied to you by your telephone operator.

Entry into force: November 23, 2026