

TERMS AND CONDITIONS
ABC MOBILE NOTARY (“ABC”)

These Terms and Conditions were last updated on March 1, 2024. Please read carefully before using this Site. These Terms and Conditions require the use of arbitration on an individual basis to resolve disputes, rather than jury trials or class actions. In addition, these Terms and Conditions limit remedies available to you in the event of a dispute.

BY ACCESSING OR USING ABC WEBSITE, OR PLACING AN ORDER FOR ANY OF THE SERVICES, YOU ARE ACKNOWLEDGING THAT YOU HAVE READ, UNDERSTAND, AND AGREE, WITHOUT LIMITATION OR QUALIFICATION, TO BE BOUND BY THESE TERMS AND CONDITIONS. IF YOU DO NOT CONSENT TO THESE TERMS AND CONDITIONS, YOU SHOULD IMMEDIATELY CEASE ALL USAGE OF THIS SITE AND OUR PRODUCTS AND SERVICES.

1. Introduction. Welcome to our website (the “Site”). ABC (“we,” “us,” or “our”) provides the services available on the Site (collectively, “the Services”). These Terms and Conditions apply to your use of the Services and the Site. These Terms and Conditions also apply to your use of ABC’s mobile application, including but not limited to:

- a. By using the Site or ABC: you are agreeing to be bound by these Terms and Conditions; you represent that you have read and understand the Privacy Policy on the Site; and you represent that you are at least 18 years old, or have reached the age of majority in your state, and that you are legally able to enter into a contract with us for the Services.
- b. If you do not agree to these Terms and Conditions, or you do not meet the legal requirements for any reason, you should immediately cease all usage of the Site and ABC.
- c. These Terms and Conditions are intended to create legally binding obligations and rights between you, a user, and ABC. In these Terms and Conditions, “you” and “your” refer to you, a user of the Site, and/or a purchaser of our products and services, and “we”, “us”, “our” and “ABC” refer to ABC, Organized, and its members, affiliates, managers, officers, employees, independent contractors, representatives, or agents.
- d. If you are accessing or using the Site in your capacity as an employee, attorney, attorney-in-fact, third-party-designee, assignee, other representative, Consultant, or an Agent, then you are agreeing to these Terms and Conditions on behalf of yourself and such person or entity, as applicable, and you represent and warrant that you have the authority to bind such person or entity, as applicable, to these Terms and Conditions.
- e. We may change these Terms and Conditions by notifying you of such changes by any reasonable means, including by posting revised Terms and Conditions on the Site. Any such changes will not apply to any claim brought prior to the date on which we posted the revised Terms and Conditions. Your access to or use of the Site following any changes to these Terms and Conditions will constitute your acceptance of such changes in your consent to the legal obligations created.
- f. At any time and without liability to us, we may: modify or discontinue all or part of the Site (including access to the Site via any third-party links); charge, modify, or waive any fees required to use the Site; or offer particular opportunities to some or all Site users.
- g. If you access or use our services, you are also agreeing to the provisions in these Terms and Conditions concerning these services:

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2. No Legal Services Provided. ABC is a document handling service and cannot provide you with legal, tax or financial advice. ABC is not a law firm. We are not your attorney or your accountant, nor are we a substitute for an attorney, an accountant, or any other professional. No attorney-client relationship is formed between you and ABC or any of ABC’s members, subsidiaries, affiliates, managers, officers, employees, independent contractors, representatives, or agents, regardless of whether any of those individuals are attorneys. The Site provides general information only and should not be relied upon by you as legal advice. Although we review your documents for completeness, spelling, grammar and internal consistency, we do not review your documents for legal sufficiency, nor do we provide any substantive legal review or make legal recommendations. When you use our Services, you are relying on your own professionals and knowledge. We strongly recommend that you seek the advice of an attorney, an accountant, and any other service provider as needed to review your individual facts and circumstances to make sure you are making the best choices for your business. ABC’s legal name and physical location are: ABC MOBILE NOTARY, 16416 US 19 Lot 1909, Clearwater, Florida 33764. ABC is a Florida Registered Fictitious Name located in Pinellas County, Florida.

3. Access Rules. You agree not to access or attempt to access the Site by any means other than through the interface that is provided by ABC, unless you have been specifically allowed to do so in a separate written agreement with ABC. You agree that you will not engage in any activity that interferes with or disrupts the Site or the servers and networks that are connected to the Site. Unless you have been specifically permitted to do so in a separate written agreement with ABC, you agree that you will not reproduce, duplicate, copy, sell, trade, or resell any content within the Site for any purpose. You agree that you are solely responsible for any breach of your obligations under these Terms and Conditions, and that ABC has no responsibility or liability to you or to any third party for any such breach or its consequences. You may not use the Site or ABC, or any information contained in them, for your own commercial gain, unless expressly permitted by us in writing. You may not transmit to ABC or upload to the Site or ABC any harmful code such as viruses, worms, etc., that have the effect of damaging or disabling the Site or ABC, impairing any person’s access to them, or allowing you to obtain information about any other persons without their authorization. You may not directly or indirectly use the Site or ABC to generate or facilitate unsolicited email or other communications (“spam”). ABC reserves the right to use any lawful method to obtain information about and to block the activities of any user who violates these Terms and Conditions. ABC will have no responsibility or liability for suspending or terminating the access rights of any user. ABC reserves the right to drop any message with an .ade, .adp, .bat, .chm, .cmd, .com, .cpl, .exe, .hta, .ins, .isp, .jar, .jse, .lib, .lnk, .mde, .msc, .msp, .mst, .pif, .scr, .sct, .shb, .sys, .vb, .vbe, .vbs, .vxd, .wsc, .wsf, .wsh, or .zip attachment for any or no reason.

4. Registration; Contact Information. Some areas of the Site, including areas that may permit you to set up an ABC account, require you to register or provide an email address. If you so register, you agree to: (a) provide accurate and complete information about yourself (including your email address); (b) be responsible for the confidentiality and use of your username and password; and (c) not transfer or resell your account or access to the Site to any third party. Please note that any individuals with whom you have shared your username and password may receive access to information regarding your ABC account. ABC is not responsible and disclaims all liability if your email is used improperly or falsely by a third party. In some instances, multiple users may be linked to the same account (“a Linked Account”). All users within the same Linked Account have access to the communications and actions of all other users within the Linked Account, and you consent to such access. By registering for a ABC account, you agree to receive mandatory email updates regarding anomalous activity to your ABC account. Using an email address that is not yours is a violation of our Terms and Conditions, and we reserve the right to drop such email address. We reserve the right at all times (but will not have an obligation) to terminate users or to reclaim usernames or URLs. As part of its services to you, you agree that ABC may communicate with you on behalf of itself or of a third party. By providing ABC with your contact information, you expressly consent to receiving

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communication via the contact information. You may not restrict or revoke that consent without discontinuing use of ABC’s services. If you establish an account, you are entirely responsible for all activities that occur under your account, whether authorized or not authorized. You agree to notify ABC of any unauthorized use of your account or any other breach of security that is known or should be known to you. Your right to use the Services is personal to you, and you agree not to resell or make any commercial use of the Services or the Information without the express written consent of ABC.

5. Third-Party Sites and External Sites. The Site may include links to other sites on the Internet that are owned and operated by online merchants and other third parties. You acknowledge that we are not responsible for the availability of, or the content located on or through, any third-party site. You should contact the site administrator or webmaster for those third-party sites if you have any concerns regarding such links or the content located on such sites. Your use of those third-party sites is subject to the terms and conditions and privacy policies of each site. We are not responsible for any content or services provided by these third parties, and we disclaim all liability from anything that may occur when you utilize such third parties. Your use of any such third-party services is solely at your own risk. We may stop offering any such third-party sites or services at any time.

6. Media Endorsements and Informational Videos. The videos uploaded on our Site are for informational and advertising purposes only. Their purpose is to endorse ABC and the Services. They are not meant to give you legal or tax advice. You cannot rely on the information provided in the videos without conducting your own research of laws and procedures in your state or jurisdiction.

7. ABC Site Applications. You agree that ABC may send you push notifications if you turn on receipt of notifications or sign up to receive notifications. You further acknowledge that your use of ABC may require use of your data plan from your cellular provider. You are responsible for payment of all data usage accrued based on your use of ABC, and ABC disclaims all responsibility for such data usage. In addition, if you allow ABC to utilize location services, ABC may suggest to you and collect from you, certain information based on your geographic location.

8. Disclaimer of Warranties. THE SITE, ABC, AND ALL MATERIALS, INFORMATION, SEARCH RESULTS, USER CONTENT, PRODUCTS AND SERVICES AVAILABLE ON OR THROUGH THE SITE OR ABC ARE PROVIDED “AS IS,” WITH NO WARRANTIES WHATSOEVER, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMITTED BY LAW, ABC AND ITS AFFILIATES EXPRESSLY DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. ABC AND ITS AFFILIATES DISCLAIM ALL WARRANTIES REGARDING THE SECURITY, RELIABILITY, TIMELINESS, AND PERFORMANCE OF THE SITE, AND ALL MATERIALS, INFORMATION, USER CONTENT, SEARCH RESULTS, PRODUCTS, AND SERVICES AVAILABLE ON OR THROUGH THE SITE. ABC AND ITS AFFILIATES DISCLAIM ALL WARRANTIES FOR SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON THE SITE OR RECEIVED THROUGH ANY LINKS MADE AVAILABLE BY ABC. ABC shall have no liability for any interruptions in your access to the Site, ABC or the Services. ABC further disclaims all liability for any technical problems that interfere with your access to the Site or ABC, including but not limited to failure of any telephone network or service, software errors, or failure of email delivery. This disclaimer covers injury or damage to your or to any other person’s computer, mobile device, or other hardware or software. YOU UNDERSTAND AND AGREE THAT YOU DOWNLOAD OR OTHERWISE OBTAIN MATERIAL OR DATA THROUGH THE USE OF THE SITE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM DOWNLOADING OR OBTAINING ANY SUCH MATERIAL OR DATA. ABC disclaims all responsibility and liability for the

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accuracy, completeness, legality, reliability, operability, and availability of information or material displayed in or linked from any search results (including name searches, trademark searches, or ABC Partner Program searches) or otherwise made available on the Site by ABC, users or third parties, regardless of whether the information or material is paid for. ABC disclaims all responsibility and liability for the accuracy, completeness, and reliability of information provided by ABC regarding most popular entity structures, filing fees, estimated processing time requirements, popular states for filings, and common user responses to questions. You acknowledge you are not paying ABC for the aforementioned information. ABC disclaims any responsibility for the deletion, failure to store, mis-delivery, or untimely delivery of any information, emails, alerts, or material (including User Content). ABC further disclaims any responsibility for any harm resulting from downloading or accessing any information or material on the Site or on other sites or services on the Internet accessed through the Site.

9. Limitation of Liability. ABC’s liability shall be limited in all cases to only those amounts paid to ABC for Services as outlined in ABC Guarantee. EXCEPT AS OTHERWISE PROVIDED HEREIN, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER ABC NOR ITS AFFILIATES SHALL BE LIABLE TO ANY USER ON ANY CLAIM IN WHOLE OR IN PART ARISING FROM OR RELATED TO THAT USER’S USE OF, MISUSE OF, OR RELIANCE ON THE SITE, ABC OR THE SERVICES. EXCEPT AS OTHERWISE PROVIDED HEREIN, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER ABC NOR ANY OF ITS MEMBERS, SUBSIDIARIES, AFFILIATES, MANAGERS, OFFICERS, INDEPENDENT CONTRACTORS, AGENTS OR EMPLOYEES SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOSS OF REVENUE, OR LOSS OF USE, IN WHOLE OR IN PART ARISING FROM OR RELATED TO THE SERVICES, THE SITE, OR ABC. THIS LIMITATION APPLIES TO CLAIMS BASED ON CONTRACT, TORT, STATUTE, EQUITY, OR ANY OTHER THEORY, EVEN IF ABC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION APPLIES TO THE COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOST PROFITS, AND LOST DATA. We are not responsible for advising you with respect to your obligations to maintain your legal entity, or to comply with corporate formalities, or to file annual reports, tax returns, or any other filings, fees, taxes, or documents due to be filed or submitted to a government office. You assume all liability for tax consequence of any filing you make, or ABC makes on your behalf. Our sole responsibility is to provide assistance to you in preparing your forms as per your instructions and filing them with the designated governmental body. Without limiting the foregoing, under no circumstances shall ABC or its affiliates, or its or their third-party licensors, be liable for any delay or failure in performance resulting in whole or in part from causes beyond its or their reasonable control, including, without limitation, Internet failures, equipment failures, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, epidemics, shortages of labor or materials, fires, floods, storms, explosions, acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals, non-performance of third parties, or loss of or fluctuations in heat, light, or air conditioning.

10. Governing Law and Dispute Resolution. Our Site is operated and provided in the State of Florida. The laws of the State of Florida govern these Terms and Conditions and your access to the Site, ABC and the Services, without giving effect to any choice of law rules. We make no representation that our Site, ABC or the Services are appropriate, legal or available for use in other locations. Subject to the “Arbitration of Disputes” section below, you agree to submit all claims arising from or related to your relationship with us to the exclusive jurisdiction of the state and federal courts in Pinellas County, Florida, and you waive any objections to jurisdiction, venue or forum. In any action between us, the prevailing party shall be entitled to recover its attorneys’ fees and costs.

11. Arbitration of Disputes. We encourage you to speak with counsel of your own choosing before using this Site or completing any purchase to better understand this arbitration provision. If any disputes arise,

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please call our customer support center at (586) 945-5872. If our customer support center is unable to resolve the matter to your satisfaction, you and ABC each agree to submit the dispute either to small claims court or to binding arbitration. If the total amount in dispute is \$8,000.00 or less, the claim(s) shall be filed in small claims court, and the decision of the court shall be final. If the total amount in dispute is more than \$8,000.00, the claim(s) shall be submitted to binding arbitration, as follows: The party who intends to seek arbitration must first send, by U.S. certified mail, a written notice of dispute to the other party. The notice must describe the nature and basis of the claim or dispute and set forth the specific relief sought. The parties then shall attempt in good faith to informally resolve the dispute. If no resolution is reached within 30 days after the notice is received, either party may commence an arbitration proceeding, in accordance with the Comprehensive Arbitration Rules & Procedures of the Judicial Arbitration and Mediation Service (JAMS), available at www.jamsadr.com. The arbitration shall be conducted in or near Pinellas County, Florida, before a single arbitrator. The fees of the arbitrator shall be shared equally between the parties. The parties agree that, by assenting to these Terms and Conditions, they are each waiving the right to a trial by jury. In consideration for your access to the Site and the Services, you agree not to sue ABC as a class plaintiff or representative plaintiff or to participate, as a class member or otherwise, in any representative action against ABC. Nothing in this paragraph limits your rights to assert any individual claim in accordance with these Terms and Conditions.

12. Information or Complaints. If you have a question or complaint regarding the Site, please contact us via our contact page at: <https://ABCMOBILENOTARY.com/>. Florida residents may reach the Consumer Services Director of the Division of Consumer Services of the Florida Department of Consumer Affairs by mail at FDACS – Division of Consumer Services, P.O. Box 6700, Tallahassee, Florida 32399-6700, or by telephone at 1-800-435-7352 (in Espanol: 1-800-352-9832).

13. Indemnification. You agree to indemnify, defend, and hold harmless ABC, its members, subsidiaries, affiliates, managers, officers, independent contractors, agents and employees, from any claim or demand, including reasonable attorneys’ fees and costs, made by any third party arising from or related to: (a) your use of the Services, the Site, or ABC, or any of the information contained therein; (b) a violation of these Terms and Conditions; or (c) infringement by you, or other user of the Services using your computer or account, of any intellectual property or any other right of any person or entity. If we are threatened by a third party, we may seek written assurances from you concerning your promise to indemnify us. Your failure to provide these assurances may be considered by us to be a breach of these Terms and Conditions, without otherwise limiting our rights in any respect.

14. Refunds and Returns. Refunds will be issued only pursuant to ABC Guarantee and these Terms and Conditions. If you are not satisfied for any reason with our Services, you may request a refund of our service fees; contact our customer service team. If we make an error in filing your documents, we will promptly correct the error at no additional charge to you. ABC Guarantee is limited to the refund of ABC’s service fees and DOES NOT INCLUDE: REFUNDS FOR GOVERNMENT FEES (if applicable), whether state, federal or local; payments made to any other third parties in connection with the Services provided (such as payments to state or county agencies, federal agencies, newspapers for publication requirements, or notary fees); or shipping and handling fees. You agree that refunds will be issued only if a request for a refund is made within 30 days of purchasing the Service, and that no refunds will be issued if the request for a refund is made more than 30 days from the date the Service is purchased. No refunds will be issued for any reason if documentation was sent to you for your signature or a request for additional information, and you did not return it within 30 days of the date we sent it.

15. Payment of Fees. As consideration for the Services, you agree to pay us the applicable service(s) fee as posted on the Site at the time you place your order. All fees payable hereunder are non-refundable except as otherwise provided in ABC Guarantee and in these Terms and Conditions. You further agree to provide

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current, complete, and accurate information throughout the application process and to keep that information current, complete, and accurate throughout the time in which the Services are provided.

16. Right to Refuse to Provide Service. ABC reserves the right to cancel any account and refuse to provide services to anyone, for any reason, at any time.

17. Returned Checks. A fee of \$25 will be added to all checks returned to ABC or that fail to clear for any reason. This is in addition to any fees your bank may impose.

18. Your Information and Email Transmissions. You are required to take appropriate precautions when sending us any information that may be considered private or confidential. Except as otherwise provided in our Privacy Policy or required under applicable law, we are under no obligation to keep anything you send to us confidential. When you send us an email or other communication, you do so at your own risk. When we send you an email or other communication, we use encryption software but it is no guaranteed of privacy, and you agree to assume the risk of interception of such messages.

19. Agents. If you are an agent acting on behalf of another in any capacity, as an attorney, an accountant, or otherwise, then you agree to be bound by these Terms and Conditions, and you warrant and represent that you have authorization to bind your client or principal. If you are the client or principal of an agent who is using the Site to purchase Services, then you agree to be bound by these Terms and Conditions as if you were making the purchase directly.

20. Modifications and Interruption to Service. ABC reserves the right to modify or discontinue access to and operation of the Site, ABC, and the Services with or without notice. We shall not be liable to you or any third party should we exercise that right. You acknowledge and accept that ABC does not guarantee continuous, uninterrupted or secure access to the Site and that operation of the Site and ABC in provision of the Services may be adversely affected by numerous factors or circumstances within or outside of our control.

21. Compliance with Laws. You are responsible for compliance with all applicable law. You may not use the Site, ABC, or the Services in any way that violates applicable state, federal, or international laws, regulations, or other government requirements. You further agree not to transmit any material that encourages conduct that could constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable law or regulation.

22. Copyright and Trademark Information. All content included or available on the Site, including Site design, text, graphics, interfaces, and the selection and arrangements thereof is or is in the process of copyright and trademark application, with all rights reserved, or is the property of ABC or third parties, and is protected by applicable law. Any use of materials on the Site, including reproduction for purposes other than those noted above, modification, distribution, or replication, any form of data extraction or data mining, or other commercial exploitation of any kind, without prior written permission of an authorized officer of ABC is strictly prohibited. You agree that you will not use any robot, spider, or other software, device, or process to monitor or copy any portion of the Site without prior written permission of an authorized officer of ABC. ABC MOBILE NOTARY is in the process of being a registered trademark of ABC MOBILE NOTARY. Our trademarks may not be used in connection with any product or service that is not provided by ABC, in any manner that is likely to cause confusion among customers, or in any manner that disparages ABC. All other trademarks displayed on the Site are the trademarks of their respective owners and constitute neither an endorsement nor a recommendation of any product or service of those owners. In addition, such use of trademarks or links to the websites of third parties is not intended to imply, directly or indirectly, that those third parties endorse or have any affiliation with ABC.

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23. Claims of Infringement. The Digital Millennium Copyright Act of 1998 (the “DMCA”) provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials hosted by ABC infringe your copyright, you or your agent may send us a notice requesting that the material be removed or access to it blocked. The notice must include the information required by the DMCA; see <http://www.loc.gov/copyright/> for details. DMCA notices may be sent in writing to ABC Copyright Notice, 31416 Agoura Rd. Suite 118, Westlake Village, CA 91361, USA, or to legal@ABC.com. We suggest that you consult your legal advisor before submitting a notice. If you believe in good faith that a notice of copyright infringement has been wrongly submitted against you, the DMCA permits you to send ABC a counter-notice. For claims of infringement that do not involve a U.S. copyright, please contact us at info@ABCMOBILENOTARY.com.

24. Amendments. We reserve the right, at any time, to modify, alter, or update these Terms and Conditions without prior notice. Modifications shall become effective immediately upon being posted at ABC.com. Your continued use of the Site, ABC, or the Services after amendments are posted constitutes an acknowledgment and acceptance of those modifications.

25. Severability. If any provision of these Terms and Conditions is determined to be unlawful, void, or unenforceable for any reason, the other provisions (and any partially enforceable provision) shall not be affected thereby and shall remain valid and enforceable to the maximum possible extent.

26. Assignment. You agree that your obligations under these Terms and Conditions and any other agreements between you and us may be assigned by ABC, in our sole discretion, to a third party as we deem appropriate in our sole discretion.

27. Waiver. Waiver of any provision herein shall not be deemed a waiver of any other provision herein, nor shall waiver of any breach of these Terms and Conditions be construed as a continuing waiver of other breaches of the same or other provisions of these Terms and Conditions. Neither failure nor delay on the part of ABC to exercise any right, remedy, power or privilege hereunder nor course of dealing between the parties shall operate as a waiver thereof, or of the exercise of any other right, remedy, power or privilege.

28. Miscellaneous. By accessing or using the Site, ABC, or the Services, you signify your assent to these Terms and Conditions and agree to comply with all applicable laws and regulations, including U.S. export and re-export control laws and regulations, copyright laws, and other laws regarding intellectual property. You represent, warrant, and covenant that you are not (a) located in, or a resident or a national of, any country subject to a U.S. government embargo or other restriction, or that has been designated by the U.S. government as a “terrorist supporting” country; and (b) are not on any of the U.S. government lists of restricted end users. The materials on the Site are provided with “Restricted Rights.” Use, duplication, or disclosure by the government is subject to restrictions as set forth in applicable laws and regulations. Use of the materials by the government constitutes acknowledgment of ABC’s proprietary rights in them.

29. Document Storage. You acknowledge and agree that we have no responsibility or liability to store any mail, legal notices, messages, documents, or other content received or transmitted. We may subcontract any third-party services for any work, obligations, or other performance required under these Terms and Conditions without your consent. Unless explicitly stated otherwise, any new features that augment or enhance the current Services are subject to these Terms and Conditions.

Sincerely,

ABC MOBILE NOTARY TEAM
03.2024