



## Terms of Service

1. This Agreement is being made between (the "Hiring Party", "Client") and Optimus Notary RON. Optimus Notary RON is a professional mobile notary, loan closing company who is acting as an independent contractor.

### 2. Services to Be Performed

Optimus Notary RON agrees to perform the following services for (the "Hiring Party", "Client"):

- a. Act as an independent clearing house for (the "Hiring Party", "Client").
- b. Receive documents by email, pick up or signer.
- c. Confirm appointment if possible, with signer. If unable to reach signer will leave a message if possible, with a return number so signer can contact Optimus Notary RON.
- d. Will follow all instructions given by (the "Hiring Party", "Client") for the processing and successful completion of the signing.
- e. Will ensure critical documents are present and dated properly.
- f. Arrive at appointment location at least 5 minutes prior to appointment time.
- g. Walk signer through legal documents.
- h. Witness signatures and notarize all documents properly.
- i. Will conduct a 4-tier audit process for proper execution of legal documents.
- j. Contact (the "Hiring Party", "Client") upon completion, if required.
- k. Will scanback necessary documents to (the "Hiring Party", "Client") or whomever they designate, if required.
- l. Will return documents by direct delivery, email or deliver mail overnight.

### 3. Payment

- a. In exchange for services rendered, (the "Hiring Party", "Client") to pay Optimus Notary a fee of amount corresponding to the fee schedule or agreed to fee which will satisfy any obligation (the "Hiring Party", "Client") has with Optimus Notary RON for the services rendered. The ("Hiring Party", "Client") agrees to pay all fees within days of successful completion of assignment. Optimus Notary RON will invoice for services rendered upon the completion of the assignment by email. Non-receipt of the invoice does not release (the "Hiring Party", "Client") from its obligation to pay fees to Optimus Notary RON.
- b. Optimus Notary RON reserves the right to charge additional fees if, as a result of errors by (the "Hiring Party", "Client"), lenders, title companies, brokers, law offices, banks or escrow managers require more than one trip or set more than one appointment to complete the assignment.

### 4. Cancellations; Payment Delinquencies

- a. If the appointment with the signer is cancelled at least 24 prior to the scheduled signing time by subscribing entity, lenders, title companies, brokers, banks, escrow managers or signer there will be no monies due Optimus Notary RON as a cancellation fee.
- b. If the appointment is cancelled with less than 24-hour notice by (the "Hiring Party", "Client"), lenders, title companies, brokers, banks, escrow managers or signer, the (the "Hiring Party", "Client") to pay Optimus Notary RON a cancellation fee of \$60.00 payable within 15 days of the scheduled appointment. Optimus Notary RON will invoice the (the "Hiring Party", "Client") within 3 days of the cancellation by email. Non-receipt of the invoice does not release (the "Hiring Party", "Client") from its obligation to pay fees to Optimus Notary RON.



- c. This agreement is not intended to replace or nullify the existing independent contractor agreement between Optimus Notary RON and the subscribing entity. It is intended to assist Optimus Notary RON in collecting monies due to the company by (the "Hiring Party", "Client"), signing agencies, title companies, lenders, brokers law offices and banks.
- d. Furthermore, (the "Hiring Party", "Client") to pay all funds promptly and without delay. If Optimus Notary RON does not receive the funds within the amount of time allotted, Optimus Notary RON will impose an initial late fee of \$25.00. Optimus Notary RON will also charge the subscribing entity interest on any outstanding balance at the rate of 1.37% per month or the maximum allowed by law, whichever is less.
- e. The "Hiring Party", "Client" also agrees to be responsible to Optimus Notary RON for any expenses (the "Hiring Party", "Client") incurs as a result of depositing instruments into their accounts which are returned by (the "Hiring Party", "Client") financial institutions as non-payable due to insufficient funds or stopped payment.
- f. The "Hiring Party", "Client" agrees to be responsible for any, and all collection costs, legal fees and court costs Optimus Notary RON may incur; during, the course of collecting monies due from (the "Hiring Party", "Client") due to non-payment.

#### **5. Disputes; Severability**

- a. This Agreement shall be interpreted in accordance with the laws applicable to Agreements executed and wholly performed in the State of Florida (the jurisdiction). Any dispute or claim arising out of or in relation to the terms of this Agreement, in part or in whole, or any beach thereof, shall be resolved by the rules and laws of the Court of Hillsborough County, Florida according to the procedures of the Jurisdiction's Governing Body. Such rules and procedures shall be considered to constitute a part of this Agreement by reference.
- b. If any provision in this Agreement is held to be illegal, invalid or unenforceable, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been a part of this Agreement. The remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

#### **6. Document Losses; Shipment Delays**

In engaging the services of Optimus Notary RON, it is agreed and acknowledged by (the "Hiring Party", "Client") that Optimus Notary RON cannot and does not accept liability for delays or loss of documents due to unforeseen circumstances in the shipping of documents; including, but not limited to – weather, rerouting, misplaced/misdirected/lost shipments, acts of terrorism, shipping process interruptions, pickup schedules or incorrectly addressed shipments as provided by (the "Hiring Party", "Client"). We make every attempt to get your important documents turned around as fast as possible but cannot assume responsibility for transit by way of courier service once documents are placed in their hands. We obtain and maintain shipping receipts for ALL packages dropped at courier service. We do not utilize drop boxes.



## **7. Errors**

If typographical errors, missed signatures, initials, incomplete forms are introduced, due to our own negligence, after services we have provided we will take immediate action to rectify all mistakes made in order to successfully complete signing and assignments at our own expense, including but not limited to overnight charges back to (the "Hiring Party", "Client") .

## **8. Unauthorized Practice of Law**

Please be advised that Optimus Notary RON, it's agents and employees (if any) are not engaged in the practice of law. As with all important legal matters, Optimus Notary RON recommends that you consult with an attorney licensed to practice law in the applicable jurisdiction regarding the documents you provide to us. Optimus Notary RON cannot, and will not interpret legality or appropriateness regarding the content of documents you provide us for either notarization of signatures, attested copies or loan closing services.

## **9. Subcontractors**

Optimus Notary RON will not subcontract any signing services under contract agreement without (the "Hiring Party", "Client") prior written consent, not to be unreasonably withheld.

## **10. Agreement Binding**

- a. A copy, reproduction or facsimile of this document will be deemed as worthy and binding as the original document.
- b. This Agreement and the Attachments hereto constitute the entire agreement between the contracting parties concerning the subject matter hereof. All prior agreements, discussions, representations, warranties, and covenants are merged herein. There are no warranties, representations, covenants, or agreements, express or implied, between the parties except those expressly set forth in this agreement. Under no circumstances will Optimus Notary RON or its advisers, subcontractors and employees (if any), be liable or responsible for any damage or inconvenience caused our alleged by our services. Any amendments or modifications of this agreement shall be inwriting and executed by the contracting parties.

## **11. Term of Agreement, Termination**

This Agreement shall be effective from the date of receipt and will continue in effect until terminated by either party, (the "Hiring Party", "Client") shall pay for services performed before the effective date of termination. The "Hiring", "Client" shall not owe Optimus Notary RON for any services performed following such date.

## **12. Copyright**

The website contains material that is protected by the United States and foreign intellectual property laws, including copyright, trademark and patent law. All rights not granted to you herein are expressly reserved by Optimus Notary RON.



### **13. Technical Safeguards**

Optimus Notary RON makes reasonable efforts to implement administrative, physical and technical safeguards to protect personal information in its possession from unauthorized access, acquisition, or disclosure, that are consistent with generally accepted industry practices for the type and sensitivity of information provided.