



## TERMS OF SERVICE AGREEMENT

Please read the following terms of service agreement carefully. By accessing or using our services, you hereby agree to be bound by the terms and all terms incorporated herein by reference. It is the responsibility of you, the customer or prospective customer, to read the terms and conditions before proceeding to use this site. If you do not expressly agree to all of the terms and conditions, then please do not access or use our sites or our services.

### ACCEPTANCE OF TERMS

The following Terms of Service Agreement (the “TOS”) is a legally binding agreement that shall govern the relationship with our and others which may interact or interface with **The 305 Agency Miami LLC /d.b.a The 305 Notary**, 910 West Avenue, Office #2, Miami Beach, FL, 33139, in association with the use of **The 305 Agency Miami LLC** and its Services, which shall be defined below.

### DESCRIPTION OF SERVICES OFFERED

The Services offered consist of arranging for mobile notary services at a flat fee wherein a notary will be provided to the customer’s location through online booking or by phone. A replacement notary will be provided in the event the notary initially scheduled to appear fails to do so, but no refunds will be provided. All notaries are independent contractors and not employees of **The 305 Agency Miami LLC**.

Any and all visitors to [www.the305notary.com](http://www.the305notary.com) shall be deemed as “users” of the herein contained Services provided for the purpose of this TOS.

The user acknowledges and agrees that the Services provided and made available through our website and applications, which may include some mobile applications and that those applications may be made available on various social media networking sites and numerous other platforms and downloadable programs, are the sole property of **The 305 Agency Miami LLC**. At its discretion, **The 305 Agency Miami LLC** may offer additional Services and/or products, or update, modify, or revise any current content and Services, and this Agreement shall apply to any and all additional Services and/or products and any and all updated, modified, or revised Services unless otherwise stipulated. **The 305 Agency Miami LLC** does hereby reserve the right to cancel and cease offering any of the a fore mentioned Services and/or products. You, as the end user, acknowledge, accept, and agree that **The 305 Agency Miami LLC** shall not be held liable for any such updates, modifications, revisions, suspensions, or discontinuance of any of our Services and/or products. Your continued use of the Services provided, after such



posting of any updates, changes, and/or modifications shall constitute your acceptance of such updates, changes and/or modifications, and as such, frequent review of this Agreement and any and all applicable terms and policies should be made by you to ensure you are aware of all terms and policies currently in effect. Should you not agree to the updated, revised, or modified terms, you must stop using the provided Services forthwith.

The services offered consist of arranging for mobile notary and/or various ancillary services at a flat fee which you, the purchaser(s), cardholder and/or agents select as an initial quote and if you select to proceed to process payment as your final invoice online or by phone, you agree to contract and authorize the services of **The 305 Agency Miami LLC** to immediately engage its automated online system and proprietary resources to immediately acquire and contract the services of a 3rd party independent mobile notary contractor to be provided to the customer's choice of location through an online booking or by phone which constitute delivery of services as agreed. Services are deemed rendered before and without the participation or completion of the services of a 3rd party independent notary public contractor.

## **INDEMNITY**

All customers and users herein agree that all notaries provided by **The 305 Agency Miami LLC** are independent contractors and not employees of **The 305 Agency Miami LLC**. All customers and users herein further agree to hold **The 305 Agency Miami LLC**, any subsidiaries, affiliates, agents, employees, officers, partners and/or licensors blameless or not liable for any claim or demand arising out of the use of **The 305 Agency Miami LLC's** services. All customers and users herein further agree that any notaries provided by **The 305 Notary** to the customer or user are independent third parties which are independently liable for any acts or omissions which result in any damages to customer or user.

## **LINKS**

**The 305 Agency Miami LLC** may provide links to other websites and/or resources. Thus, you acknowledge and agree that we are not responsible for the availability of any such external sites or resources, and as such, we do not endorse nor are we responsible or liable for any content, products, advertising, or any other materials, on or available from such third-party sites or resources.

Furthermore, you acknowledge and agree that **The 305 Agency Miami LLC** shall not be responsible or liable, directly or indirectly, for any such damage or loss which may be a result of, caused or allegedly to be caused by or in connection with the use of or the



reliance on any such content, goods, or Services made available on or through any such site or resource.

## **WARRANTY DISCLAIMERS**

You herein expressly acknowledge and agree that:

The use of notary services through **The 305 Agency Miami LLC** and its websites, [www.the305notary.com](http://www.the305notary.com) are at the sole risk by you. Our services shall be provided on an “as is” and/or “as available” basis. **The 305 Notary** service, LLC and any of its subsidiaries, affiliates, officers, employees, agents, partners and licensors expressly disclaim any and all warranties of any kind whether expressed or implied, including, but not limited to any implied warranties of title, merchantability, fitness for a particular purpose, and non-infringement.

## **LIMITATION OF LIABILITY**

You explicitly acknowledge, understand, and agree that **The 305 Agency Miami LLC** and any of its subsidiaries, affiliates, officers, employees, agents, partners, and licensors shall not be liable to you for any punitive, indirect, incidental, special, consequential, or exemplary damages, including, but not limited to, damages which May be related to the loss of any profits, goodwill, use, data, and/or other intangible losses, even though we May have been advised of such possibility that said damages May occur, which are alleged to have arisen out of the use of its services.

## **THIRD PARTY BENEFICIARIES**

You herein acknowledge, understand, and agree, unless otherwise expressly provided in this TOS, that there shall be no third-party beneficiaries to this agreement.

## **TRADEMARK INFORMATION**

You herein acknowledge, understand, and agree that all of the **The 305 Agency Miami LLC's** trademarks, copyright, trade name, service marks, and other logos and any brand features, and/or product and service names are trademarks and as such, are and shall remain the property of **The 305 Agency Miami LLC**

You herein agree not to display and/or use in any manner any logo or marks without obtaining **The 305 Agency Miami LLC's** prior written consent.

## **ENTIRE AGREEMENT**

This TOS constitutes the entire agreement between you and **The 305 Agency Miami LLC** and shall govern the use of our Services.



## **CHOICE OF LAW AND FORUM**

It is at the mutual agreement of both you and **The 305 Agency Miami LLC** with regard to the TOS that the relationship between the parties shall be governed by the laws of the State of Florida without regard to its conflict of law provisions and that any and all claims, causes of action and/or disputes, arising out of or relating to the TOS, or the relationship between you and **The 305 Agency Miami LLC**, shall be filed within the courts having jurisdiction within the County of Clark, State of Florida or in any United States District Court in Florida.

You and **The 305 Agency Miami LLC** agree to submit to the jurisdiction of the courts as previously mentioned, and agree to waive any and all objections to the exercise of jurisdiction over the parties by such courts and to venue in such courts.

## **WAIVER AND SEVERABILITY OF TERMS**

At any time, should **The 305 Agency Miami LLC** fail to exercise or enforce any right or provision of the TOS, such failure shall not constitute a waiver of such right or provision. If any provision of this TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS remain in full force and effect.

