

## BIOMETRIC CONSENT

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As part of the delivery of Proof services, we have partnered with third-party vendors who collect and store biometric data necessary for the performance of remote online notarizations. Proof has carefully selected vendors who share Proof's commitment to protecting confidential and sensitive information.

**THESE GENERAL TERMS REQUIRE ARBITRATION ON AN INDIVIDUAL BASIS, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO DESCRIBE THE SPECIFIC REMEDIES AVAILABLE TO YOU.**

By clicking the button that says you accept the Proof legal terms and conditions, you consent to Persona, our vendor, collecting, using, and utilizing their vendors to process your biometric information to verify your identity, identify fraud, and improve Persona's platform in accordance with its Privacy Policy at <https://withpersona.com/legal/privacy-policy>. Your biometric information will be stored for no more than 3 years.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU EXPRESSLY WAIVE ANY RIGHT TO BRING OR PARTICIPATE IN A CLASS ACTION OR TO CERTIFY A CLASS FOR ANY CLAIM OR DISPUTE RELATED TO THE PROCESSING OF BIOMETRIC DATA BY PROOF OR ANY OF ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS. You agree to submit any and all disputes arising out of or in any way relating to the processing of biometric data by Proof or its vendors, including any and all disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, and also including any claims relating to arbitrability of any claim or dispute, to final and binding arbitration administered by JAMS in accordance with JAMS Rules then in effect. The arbitration will be conducted before a single neutral arbitrator in Boston, Massachusetts or by telephone or videoconference, and judgment on the arbitration award may be entered in any court of competent jurisdiction. Payment and allocation of all fees will be governed by JAMS Rules. "JAMS" means the Judicial Arbitration and Mediation Service. "JAMS Rules" means the JAMS' Streamlined Arbitration Rules and Procedures, if applicable, or otherwise under its Comprehensive Arbitration Rules and Procedures and, if applicable, according to the Expedited Procedures in those Rules.

If you have questions about this Biometric Consent, contact [privacy@notarize.com](mailto:privacy@notarize.com).

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