

Deihm Professional Services, LLC

TERMS & CONDITIONS

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Deihm Professional Services, LLC – TERMS & CONDITIONS

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Version	Date	Description of Changes	Author/Approver
1.0	May 31, 2026	Initial release of Terms & Conditions.	Tara Deihm
1.1	July 28, 2026	Added Process Serving & Legal Support Services provisions, updated Services Overview, Scope of Services, Client Responsibilities, Scheduling, Cancellation, Fees, Liability, Privacy, and new dedicated Process Serving section.	Tara Deihm
1.2	August 2, 2026	Edits were drafted to align with Microsoft's campaign guidance, which says the SMS Terms and Conditions must include brand name, message types, frequency, rates, support, and opt-out details	Tara Deihm
1.3	_____	_____	_____

Document Control Statement

Controlled Document

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Deihm Professional Services, LLC – TERMS & CONDITIONS

Contents

Acceptance of Terms & Conditions	1
Electronic Consent and Communications	1
Remote Online Notarization (RON) Services	2
Services Overview	2
Scope of Services	3
Scheduling, Travel, and Appointments	3
Cancellation & Rescheduling Policy	3
Client Responsibilities	4
Right to Refuse, Suspend, or Terminate Services	4
Fees, Payments, and Incomplete Appointments	5
Fee Basis.....	5
Invoicing & Payment Terms	5
Payment Methods	5
Late Payment, Fees, and Returned Checks	5
Incomplete or Failed Appointments	6
Travel Fees	6
No Legal Advice / Non-Attorney Disclosure.....	6
Notary Service Limitations	7
Consulting Services	7
Intellectual Property.....	7
Limitation of Liability	8
Indemnification	8
Third-Party Platforms and Technology	8
Force Majeure	9
Privacy and Data Usage	9
Modification of Terms and Conditions	9
Governance.....	9
Venue and Jurisdiction	9
Severability	10
Client Acknowledgment	10
Entire Agreement	10
Contact Information	10

Acceptance of Terms & Conditions

By scheduling an appointment, requesting services, or otherwise engaging Deihm Professional Services, LLC ("Company," "we," "us," or "our"), you ("Client") agree to be bound by these Terms and Conditions.

Electronic Consent and Communications

By scheduling services, submitting information, or otherwise engaging with the Company through electronic means, the Client consents to the use of electronic records, signatures, and communications.

The Client agrees that:

- Electronic communications, including emails, booking confirmations, invoices, disclosures, and agreements, satisfy any legal requirement that such communications be in writing;
- Electronic signatures, acknowledgments, and consents are legally binding and enforceable to the fullest extent permitted by applicable law; and
- The Company may rely on electronic records and interactions as evidence of agreement and authorization

SMS Communications Terms

Mobile opt-in information and SMS consent data will not be sold, rented, shared, or disclosed to third parties or affiliates for marketing or promotional purposes. SMS privacy practices are further described in the Company's Privacy Policy.

To opt out of SMS communications, reply STOP at any time. After opting out, the Client will receive no further SMS messages from that number unless the Client replies START or otherwise provides new consent to resume SMS communications.

For assistance, reply HELP or contact Deihm Professional Services, LLC at contact@deihmpro.com or through the contact information listed on the Company website.

Message frequency varies based on the services requested, appointment activity, and the nature of the client interaction. Message and data rates may apply.

SMS messages are intended for one-to-one business communications related to services requested by the Client or communications initiated by the Client. Consent to receive SMS messages is not a condition of purchase.

By providing a mobile telephone number and affirmatively consenting to receive text messages, the Client agrees to receive SMS communications from Deihm Professional Services, LLC related to requested services, appointment scheduling, appointment confirmations, appointment reminders, Remote Online Notarization (RON) sessions, loan signing coordination, process serving status updates, consulting engagement communications, customer service, and other service-related notifications.

Remote Online Notarization (RON) Services

For Remote Online Notarization (RON) services, the Client further acknowledges that:

- Identity verification, credential analysis, audio-visual recording, and electronic signatures will be conducted using approved third-party platforms (e.g., SiGNiX);
- The notarization session may be recorded and retained in accordance with applicable laws and regulatory requirements; and
- The Client is responsible for ensuring access to appropriate technology, including a stable internet connection, a functioning camera and microphone, and a compatible device.

The Client acknowledges that electronic communications and records may be relied upon by the Company in making determinations regarding service continuation or termination.

The Client further acknowledges and agrees that electronic records, including communications, transaction data, identity verification materials, and audio-visual recordings (where applicable), may be created, stored, and retained by the Company or its third-party service providers in accordance with applicable laws, regulatory requirements, and the Company's Privacy Policy.

Retention periods for notarial records, including audio-visual recordings, are governed by applicable law and further described in the Company's Privacy Policy.

The Client may withdraw consent to electronic communications by providing written notice to the Company; however, such withdrawal may limit or prevent the Company's ability to provide certain services, including Remote Online Notarization.

By proceeding with services, the Client affirms their consent to conduct business electronically under these Terms and Conditions.

Services Overview

The Company provides professional services through two divisions:

- **Deihm Notary Services** – including in-person and remote online notarization (RON), and loan closing services; and
- **Deihm Consulting Services** – including master data management, impact data services, NMTC compliance consulting, training, and advisory services.

All services are subject to the terms and conditions outlined below, unless otherwise governed by a separate written service agreement executed between Deihm Professional Services, LLC and the Client, in which case the terms of that agreement shall control to the extent of any conflict.

Scope of Services

The Company provides services within the scope of its professional qualifications and applicable law. Services are provided in accordance with applicable state and federal laws, regulations, and professional limitations, as relevant to the services performed.

- Notarial services are limited strictly to legally authorized notarial acts; and
- Consulting services are advisory in nature and do not constitute legal representation.

Where applicable, specific service scope, deliverables, and responsibilities may be further defined in a separate Client Service Agreement. The Company does not provide legal advice. See Section 6 for additional details.

Scheduling, Travel, and Appointments

Appointments must be scheduled in advance and are subject to availability.

For in-person notary and loan signing services:

- Travel fees may apply based on distance, time, and location; and
- Travel fees will be disclosed at the time of booking or according to the Company's fee schedule.

Clients are responsible for ensuring:

- All required documents are ready (except for signatures, where applicable);
- Valid, acceptable identification is presented for all signers; and
- All required parties are present at the scheduled time.

Specific fee amounts, conditions, and applicable thresholds are outlined in the applicable fee schedule and are incorporated herein by reference.

Cancellation & Rescheduling Policy

Clients must provide notice of cancellation or rescheduling within the following timeframes prior to the scheduled appointment:

- In-person (traveling) notary appointments: at least 24 hours prior to the scheduled appointment time;
- Remote Online Notarization (RON) appointments: at least 8 hours prior to the scheduled appointment time; or
- Consulting services and extended or custom appointments: at least 72 hours prior to the scheduled appointment time.

The Company reserves the right to apply cancellation or rescheduling fees where:

- Notice is not provided within the required timeframe;
- The Notary has already departed or arrived; or

- Resources, preparation time, or scheduling accommodation have been allocated for consulting, extended or custom appointments.

Specific fee amounts and thresholds are outlined in the applicable fee schedule.

Client Responsibilities

Clients agree to:

- Provide accurate, complete, and timely information;
- Review documents prior to the appointment; and
- Ensure compliance with all applicable legal and procedural requirements.

Failure to meet these responsibilities may result in an incomplete or canceled appointment.

The Client furthermore agrees to disclose all material information relevant to the services and not to withhold information that may impact legal, regulatory, or transaction integrity.

Right to Refuse, Suspend, or Terminate Services

Deihm Professional Services, LLC reserves the absolute right, at its sole discretion, to refuse, decline, suspend, or terminate services at any time, with or without notice, where the Company determines that continuation of services would create legal, regulatory, ethical, operational, or reputational risk under applicable state or federal law.

The Company specifically reserves the right to disengage from any engagement involving regulatory reporting, compliance certification, or financial structuring activities where continued involvement may expose the Company to liability, audit risk, or regulatory scrutiny.

This includes, but is not limited to, circumstances involving:

- Suspected or actual fraud, misrepresentation, or materially inaccurate information;
- Any known, suspected, or disclosed involvement in criminal activity (past or present) that may impact the integrity of the services or associated transactions;
- Attempts to coerce, pressure, or improperly influence the Company to act outside legal, ethical, or professional standards;
- Requests or demands to perform services outside the defined scope of engagement or in violation of applicable laws or regulations;
- Client refusal to follow required procedures, compliance protocols, or documentation standards;
- Situations in which the Company identifies elevated regulatory, financial, or reputational risk, including in connection with complex financial transactions, federally regulated programs, or public reporting obligations;
- Any suspected or confirmed failure by the Client to fully and accurately disclose information, or the intentional or unintentional withholding of material facts necessary for service delivery or compliance;

Deihm Professional Services, LLC – TERMS & CONDITIONS

- Situations involving actual or perceived conflicts of interest, or conditions that interfere with the Company's ability to act independently and apply sound professional judgment;
- Conduct that is abusive, inappropriate, or otherwise interferes with the Company's ability to safely and effectively perform services;
- Technical, logistical, or operational conditions that prevent the Company from delivering services in a compliant manner; and
- The Client's failure to adhere to agreed contractual obligations or to comply with applicable legal, regulatory, or statutory requirements.

The Company shall have no obligation to proceed with services under any of the circumstances outlined above and shall not be liable for any resulting delays, losses, damages, or transaction impacts arising from such refusal, suspension, or termination.

Where services are terminated, the Company reserves the right to retain any fees earned for work performed, time reserved, or expenses incurred up to the point of termination.

Nothing in this section shall limit the Company's rights under any applicable Client Service Agreement, which may include additional termination provisions.

Fees, Payments, and Incomplete Appointments

Fee Basis

The Company's schedule of fees for services is defined in its Service Prices and Terms, which are published on and accessible via the Company's website.

Invoicing & Payment Terms

Fees for in-person traveling notary, loan closing, and remote online notarization (RON) services shall be disclosed at the time of booking or engagement and are payable at the time services are performed.

Fees, invoicing schedules, and payment terms and conditions for consulting services shall be governed by the applicable final service agreement.

Payment Methods

The Company accepts payment by credit card, debit card, ACH, and business check.

The Company may, in its discretion, invoice for services in advance, upon completion, or at designated milestones, based on the nature of the engagement. Unless otherwise agreed in writing, all invoices are due and payable upon receipt. The Client shall remit payment using the authorized payment methods accepted by the Company.

Late Payment, Fees, and Returned Checks

Any invoice not paid when due may, at the Company's discretion, be subject to service suspension, rescheduling delays, or termination of services until such time as payment is received in full.

The Company reserves the right to assess a late fee of [e.g., 1.5% per month or \$25 per invoice], or the maximum permitted by applicable law, on any outstanding balance not paid when due.

Deihm Professional Services, LLC – TERMS & CONDITIONS

The Client shall be responsible for any reasonable costs incurred by the Company in the collection of overdue amounts, including administrative fees and, where permitted, collection or legal costs.

In the event that any check is returned for insufficient funds or otherwise declined, the Client shall be responsible for all associated bank fees and a returned payment processing fee assessed by the Company. The Company reserves the right to suspend services and require future payments via certified or guaranteed funds.

Incomplete or Failed Appointments

Where an appointment cannot be completed due to circumstances attributable to the Client—including, but not limited to, invalid or missing identification, incomplete or inaccurate documentation, absence of required signers, or refusal to proceed—the Company may, in its discretion, charge applicable fees as set forth in the Company's Service Prices and Terms.

Travel Fees

- Travel fees are non-refundable once the Notary has departed for the appointment or arrived as scheduled
- The Company reserves the right to charge for time, travel, and administrative effort associated with incomplete or unsuccessful appointments

Fees may be charged in connection with services that are declined, suspended, or terminated pursuant to the Company's Right to Refuse, Suspend, or Terminate Services provisions due to risk, compliance concerns, or conditions attributable to the Client.

All fees are **non-refundable** except where otherwise expressly stated in writing by the Company.

No Legal Advice / Non-Attorney Disclosure

The Company is not a law firm and does not provide legal advice or legal services.

In accordance with Pennsylvania law, the following disclosure applies:

"I am not an attorney licensed to practice law in this Commonwealth. I am not allowed to draft legal records, give advice on legal matters, including immigration, or charge a fee for those activities."

Notarial services are limited to the performance of authorized notarial acts only.

The Company does not:

- Draft legal documents;
- Interpret document contents; or
- Provide legal guidance or recommendations.

Clients are solely responsible for obtaining legal counsel as needed.

Notary Service Limitations

The Notary reserves the right to refuse service in accordance with Pennsylvania law.

The Company is not responsible for the outcome of any notarization that cannot be completed due to failure to meet legal requirements, including:

- Improper identification;
- Incomplete documents; or
- Lack of willingness or awareness.

No guarantee is made that a document will be notarized if all conditions are not met.

Consulting Services

Consulting services are based on information provided by the Client and are advisory in nature. Where a separate Client Service Agreement is executed, the scope, responsibilities, and nature of services shall be governed by that agreement, which may define services beyond a purely advisory capacity.

The Company reserves the right to reassess, suspend, or terminate consulting services where new information, regulatory factors, or risk conditions arise that materially impact the engagement.

The Company:

- Does not guarantee specific outcomes or results;
- Does not assume responsibility for implementation decisions; and
- Relies on information provided by the Client and shall not be liable for outcomes resulting from incomplete or inaccurate information.

Clients remain solely responsible for:

- Business decisions;
- Implementation of recommendations;
- Regulatory compliance; and
- its own legal, regulatory, filing, reporting, and implementation obligations unless expressly set forth otherwise in a written Client Service Agreement.

Intellectual Property

All materials, reports, templates, and deliverables provided remain the intellectual property of the Company unless otherwise agreed in writing.

Limitation of Liability

To the fullest extent permitted by law:

- The Company shall not be liable for indirect, incidental, or consequential damages.
- The Company's liability is limited to the amount paid for services.
- The Client assumes all risks associated with reliance outside the defined scope of services.

Reliance on notarial or consulting services as a substitute for legal counsel is expressly disclaimed.

Where a separate Client Service Agreement is in place, any specifically defined liability terms within that agreement shall control to the extent of any conflict.

The Company shall not be liable for any losses, damages, or transaction impacts arising from its decision to refuse, suspend, or terminate services in accordance with these Terms and Conditions.

Indemnification

The Client agrees to indemnify and hold harmless Deihm Professional Services, LLC from any claims, damages, losses, or expenses arising out of:

- Client-provided information;
- Misuse of notarized documents; or
- Failure to comply with applicable laws or requirements.

This includes, without limitation, claims arising from misrepresentation, regulatory non-compliance, or any activity that results in the Company exercising its right to refuse or terminate services.

Third-Party Platforms and Technology

The Company may utilize third-party platforms, including but not limited to:

- Appointment scheduling systems;
- Remote notarization providers;
- Point of sale services; and
- Communication and document management tools.

The Company is not responsible for:

- Platform outages;
- Technical failures; or
- Third-party data handling practices.

Use of such platforms is at the Client's own risk.

Platform-related issues that materially affect compliance or service integrity may result in rescheduling, suspension, or termination of services.

Data handling and privacy practices of third-party providers are governed by their respective policies and the Company's Privacy Policy.

Force Majeure

The Company shall not be liable for any delay or failure to perform resulting from causes beyond its reasonable control, including but not limited to:

- Acts of God, including weather events;
- Power outages, or internet disruptions; or
- Failures of third-party platforms.

Privacy and Data Usage

Client data is collected and used in accordance with the Company's Privacy Policy.

This includes data related to:

- Notarial transactions;
- Identity verification; and
- Consulting engagements.

Where applicable, the Company's data collection, usage, storage, security, and retention practices - including those relating to Remote Online Notarization (RON), client communications, and consulting engagements - are governed by the Company's Privacy Policy.

In the event of any conflict between this section and the Privacy Policy, the Privacy Policy shall control with respect to data handling, except where expressly superseded by applicable law.

Modification of Terms and Conditions

The Company reserves the right to update or modify these Terms and Conditions at any time. Updated versions will be posted on the Company's website and will become effective upon posting.

Governance

These Terms and Conditions shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, except to the extent that applicable federal law or regulation controls with respect to particular services, obligations, or subject matter.

Venue and Jurisdiction

Any dispute arising out of or relating to these Terms and Conditions or the services provided by the Company shall be brought exclusively in a court of competent jurisdiction located in the Commonwealth of Pennsylvania, unless applicable federal law requires otherwise.

Severability

If any provision of these Terms and Conditions is found to be unenforceable, the remaining provisions shall remain in full force and effect.

Client Acknowledgment

By scheduling or using the Company's services, the Client acknowledges and agrees that:

- They have read and understood these Terms;
- They accept all conditions and responsibilities;
- They accept responsibility for meeting all service requirements;
- They understand the limitations of services; and
- They agree to all applicable fees, including those related to late payments and incomplete appointments.

Entire Agreement

These Terms and Conditions, together with any referenced policies or exhibits, and any applicable Client Service Agreement, constitute the entire agreement between the Company and the Client. In the event of a conflict between these Terms and Conditions and an applicable Client Service Agreement, the Client Service Agreement shall control. The Privacy Policy is incorporated by reference into these Terms and Conditions for purposes of data handling and privacy practices.

Contact Information

Deihm Professional Services, LLC

 contact@deihmpro.com

 www.deihmpro.com