

## NOTARY USER SUPPLEMENT

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This Notary User Supplement is attached to and incorporated into the Notarize General Terms (“**General Terms**”). Capitalized terms not otherwise defined have the meanings given in the General Terms or the relevant Supplement or Order Form.

1. **Applicability.** This Notary User Supplement applies to Notary Users who access or use the Platform to provide Notarizations or other services in any capacity, including as a BYON Notary, NOD Notary, or Notary Business User.

2. **General Terms for Notary Users.**

2.1 Relationship to Notarize. Notary User acknowledges that Notary User is providing Notarizations on behalf of the Users who request Notarizations. Neither the Agreement nor this Notary User Supplement constitutes an employment agreement or otherwise creates an employment relationship between Notary User and Notarize. This Section 2.1 does not affect any express written employment agreement or independent contractor agreement between Notary User and Notarize that is signed by an authorized Notarize representative.

2.2 Access Authorization. NOTARY USER IS AUTHORIZED TO PERFORM NOTARIZATIONS THROUGH THE PLATFORM ONLY WHILE NOTARY USER: (A) IS DULY AUTHORIZED BY NOTARY USER’S COMMISSIONING JURISDICTION TO PERFORM REMOTE ONLINE NOTARIZATIONS, (B) NOTARY USER HAS A VALID DIGITAL CERTIFICATE WHICH COMPLIES WITH APPLICABLE NOTARY LAW, AND (C) IS PHYSICALLY LOCATED WITHIN THE TERRITORIAL LIMITS OF NOTARY USER’S COMMISSIONING JURISDICTION. TRANSACTION SIGNATORIES AND PARTICIPANTS MAY CONNECT WITH NOTARY USER THROUGH THE PLATFORM FROM LOCATIONS OUTSIDE NOTARY USER’S COMMISSIONING JURISDICTION.

2.3 Compliance. Notary User will observe and act in accordance with Notarize’s rules and policies to ensure legal and regulatory compliance of the Platform and the integrity of notarial and other acts facilitated by the Platform, will maintain accurate profile information on the Platform, and will provide current and updated copies of any Compliance Documentation as Notarize reasonably requires. “**Compliance Documentation**” means Notary User’s (a) proof of completion of training required by Notarize or Applicable Notary Law, (b) proof of Notary User’s authorization to perform Remote Online Notarizations, (c) proof of sufficient E&O insurance, and (d) any other documentation that Notarize reasonably requires to ensure compliance with applicable law. Notarize may update Compliance Documentation requirements with reasonable advance notice to Notary User. NOTARY USER WILL PERFORM ALL NOTARIZATIONS IN ACCORDANCE WITH APPLICABLE NOTARY LAW AND IS RESPONSIBLE FOR ENSURING THAT TRANSACTIONS IN WHICH NOTARY USER PROVIDES SERVICES COMPLY WITH APPLICABLE NOTARY LAW, INCLUDING THE VALIDITY OF ACTS PERFORMED USING AUDIO-VIDEO COMMUNICATION TECHNOLOGY. NOTARIZE WILL PROVIDE NOTARY USER REASONABLE TRAINING ON PLATFORM USE TO THE EXTENT REQUIRED BY APPLICABLE NOTARY LAW.

2.4 Transaction Obligations. Notary User is responsible for ensuring that (a) the Electronic Notarial Records are completed accurately by using the Platform as it was designed, (b) any incomplete or inaccurate information in the Electronic Notarial Records is corrected by making a notation in the “Notes” section of the notarial journal, including properly listing and itemizing fees earned while using the Platform, (c) each notarial certificate Notary User completes is accurate and properly completed with all relevant information, and (d) each notarial seal/stamp Notary User applies to a Document is accurate and follows the requirements of Applicable Notary Law.

2.5 Notary User Account. If Notary User’s Platform account is associated with a third-party Business’s Platform account (such as a title agent), that third party may have access to Notary User’s account solely for maintenance purposes (e.g. to update profiles, deactivate accounts and access Documents). Additionally, Notarize may access Notary User’s account for maintenance purposes and to ensure compliance with the Agreement and Applicable Notary Law.

2.6 Record Retention. Notarize will store copies of Electronic Notarial Records as permitted by Applicable Notary Law. Notarize will maintain Notary User’s Electronic Notarial Records on Notary User’s behalf until Notary User notifies Notarize that it should no longer act as repository of Notary User’s Electronic Notarial Records. Subject to the Privacy Policy, Notary User expressly permits Notarize to disclose Notary User’s email address and other contact information to Signatories, Participants, or other legally authorized third parties to allow them to contact Notary User directly about a Transaction, including requests for Electronic Notarial Records. Notary User is responsible for maintaining their records in accordance with Applicable Notary Law, and for providing information in Notary User’s Electronic Notarial Records in accordance with Applicable Notary Law when requested by another User or a third party.

2.7 Termination. In addition to the termination rights in Section 7.1 (Term and Termination) of the General Terms, (a) Notarize may terminate the Agreement immediately and without notice for any reason or no reason at all, and (b) Notary User may terminate the Agreement at any time by providing Notarize written notice. The following Sections of this Notary User Supplement survive termination or expiration of the Agreement: 2.6 (Record Retention), 2.7 (Termination), 4.3 (Subscription Plan Fees), and 4.4 through 4.7.

2.8 Adverse Proceedings. If Notary User learns they are the subject of an administrative inquiry, disciplinary proceeding, or other legal action (including state or federal civil/criminal actions) alleging violation of notarial law, professional misconduct, or acts of moral turpitude (including, but not limited to, fraud, deceit, and forgery), Notary User shall (a) immediately give written notice of the pending action to [legalcompliance@notarize.com](mailto:legalcompliance@notarize.com) and provide such supplemental information as Notarize may reasonably request. If Notary User's commission is suspended or revoked for any reason, Notary User shall immediately give written notice to [legalcompliance@notarize.com](mailto:legalcompliance@notarize.com) and discontinue performing Notarizations on the Notarize platform.

**3. Additional Terms for NOD Notaries.** When Notary User accesses the Platform as an NOD Notary, Notary User enters an agreement with Notarize and agrees to undergo background checks and complete additional training as required by Notarize. Additional insurance and other requirements described in an Order Form (if any) are hereby incorporated by reference.

**4. Additional Terms for Notary Business Users.** When Notary User accesses the Platform as a Notary Business User, the terms of this Section 4 apply.

4.1 Restrictions and Responsibilities.

- (a) The Platform does not provide Notary Business User access to electronic promissory note creation or vaulting services or underwriter and county eligibility services.
- (b) Notarize may discontinue providing Notary Business User access to the Notary Business Account Services at any time, for any reason, at its sole discretion.
- (c) Information Notarize provides through the Platform is not legal advice, and Notarize is not responsible for ensuring that Transactions Notary Business User completes using the Notary Business Account Services comply with Applicable Notary Law.
- (d) Each Notary Customer is required to agree to the General Terms as a "User". Notary Business User is responsible for ensuring Notary Customers comply with the Agreement as they use the Platform at Notary Business User's request and as part of Notary Business User's business.

4.2 Subscription Plan Fees. In consideration of Notarize's provision of Notary Business Account Services, Notary Business User will pay Notarize Fees per Transaction based on the number of Notary seals applied in each Transaction Session with a Notary Customer, as specified in the Order Form. Notarize reserves the right to change or add Fees at any time. Notary Business User's continued use of the Notary Business Account Services is Notary Business User's acceptance of Fee changes. Notary Business User may cease use of Notary Business Account Services at any time.

4.3 Notary Customer Charges. Notary Business User is responsible for setting, advertising, and billing the fees Notary Business User charges Notary Customers for Notary Business User's services in a manner consistent with Applicable Notary Law. The Platform provides Notary Business User a means to facilitate these charges to Notary Customers through Stripe Connect, as described in Section 4.5 (Payment Terms and Processing). Notary Business User is responsible for facilitating refund payments for services Notary Business User provides to Notary Customers. Notarize's current Notary Business Account Refund policy is located at [support.notarize.com/hc/en-us/articles/1500009284082-Refund-Policy-for-Notary-Business-Accounts-TN-WA](https://support.notarize.com/hc/en-us/articles/1500009284082-Refund-Policy-for-Notary-Business-Accounts-TN-WA).

4.4 Payment Terms and Processing. Unless otherwise agreed in an Order Form, Transaction Fees are due immediately upon completion of a Transaction. Payment processing services are provided by Stripe and subject to the Stripe Connected Account Agreement (currently available at [stripe.com/us/connect-account/legal](https://stripe.com/us/connect-account/legal)), which includes the Stripe Services Agreement (currently available at [stripe.com/us/legal](https://stripe.com/us/legal)) (collectively, the "**Stripe Terms**"). By using the Platform to receive

and make payments, Notary Business User agrees to the Stripe Terms, which may be modified from time to time. As a condition of Notarize enabling Stripe payment processing services, Notary Business User authorizes Notarize to (a) access and use Notary Business User's Stripe Connected account to facilitate Notary Business User's provision of Notarizations as contemplated in the Agreement, (b) share User Data with Stripe and (c) initiate debit and/or credit entries to Notary Business User's Stripe Connect account. Notary Business User will provide accurate and complete information about Notary Business User's business. Notarize may change payment processing vendors or use alternate or backup vendors in its discretion, and will provide Notary Business User notice if a change occurs.

4.5 Notarize Marks; References to Our Relationship. Notarize may make Notarize Marks available for Notary Business User's use solely for the purpose of identifying Notarize as a service provider. Notarize may limit or revoke Notary Business User's ability to use Notarize Marks at any time. Notary Business User may never use any Notarize Marks or Notarize IP without Notarize's express permission, or in a manner that may lead people to confuse the origin of Notary Business User's products or services with those of Notarize. During the Subscription Period, Notary Business User may publicly identify Notarize as a service provider to Notary Business User (with Notarize's prior written approval) and Notarize may publicly identify Notary Business User as a customer. If Notary Business User does not want Notarize to identify Notary Business User as a customer, Notary Business User should contact [legal@notarize.com](mailto:legal@notarize.com). Neither party will imply any untrue sponsorship, endorsement, or affiliation between Notary Business User and Notarize. Upon termination of this Agreement, Notary Business User will remove any public references to the parties' relationship on its website and in any marketing materials.

4.6 Indemnification. Section 9.2 (By User) of the General Terms is superseded by this Section 4.6. Notary Business User will indemnify, defend, and hold Notarize, its affiliates and their officers, directors, employees, agents and representatives harmless from and against any and all costs, damages, liabilities or expenses (including reasonable attorneys' fees) arising from any third-party claims resulting from (a) the use or possession by any person of User Data or the User System in accordance with the Agreement, (b) breach of the Agreement by Notary Business User, Notary Customers, or any third party acting on Notary Business User's behalf, or (c) access to or use of the Platform or Services by Notary Business User or Notary Customers.

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