

## REFERRAL PARTNER TERMS

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These Referral Partner Terms (“**Referral Partner Terms**”) are between Notarize, Inc. (dba Proof.com) and Referral Partner (as defined below) (together the “**Parties**”, and each, a “**Party**”). Capitalized terms not otherwise defined have the meanings given in the [Proof Glossary](#). **THESE REFERRAL PARTNER TERMS REQUIRE ARBITRATION ON AN INDIVIDUAL BASIS, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO DESCRIBE THE SPECIFIC REMEDIES AVAILABLE TO YOU. PLEASE SEE SECTIONS 13.5 AND 13.6 TO LEARN MORE.**

### 1. General Provisions.

**1.1 Applicability.** A “**Referral Partner**” is any individual or entity who shares a Referral Partner Link to a Prospect. These Referral Partner Terms apply to all Referral Partners and sets forth the terms and conditions pursuant to which Referral Partner may receive a Referral Partner Fee (as defined below) for marketing and promoting Proof’s Services to potential Proof customers (the “**Prospects**”) through a hyperlink provided by Proof (a “**Referral Partner Link**”) in one or more of the following ways:

- (a) *Referral Partner Website.* Referral Partner displays the Referral Partner Link on the Referral Partner’s website(s), landing page(s), or software application(s) (in each case and collectively, a “**Referral Partner Website**”); and/or
- (b) *Distribution of Referral Partner Link.* Referral Partner sends or provides the Referral Partner Link to a Prospect.

By clicking the “I Agree” button or consent tickbox linked to these Referral Partner Terms, Referral Partner accepts and agrees to be bound by these Referral Partner Terms. The effective date is the date that the Referral Partner clicks the “I Agree” button or consent tickbox linked to these Referral Partner Terms (“**Effective Date**”).

**1.2 Supplements.** The “**Data Privacy Supplement**” located at <http://www.proof.com/legal/data-privacy-supplement> applies to Referral Partner.

### 2. Referral Partner Customer Qualification.

**2.1 Referral Partner Link Submission.** Proof will provide a unique Referral Partner Link to Referral Partner. When a Prospect purchases Services through the Referral Partner Link (a “**Customer**”), subject to the exclusions provided in Section 2.2, such purchase(s) shall constitute a Qualified Transaction (each, a “**Qualified Transaction**”).

**2.2 Exclusions.** A Qualified Transaction will not include (a) any purchase by a Customer who has previously accepted the Proof General Terms or otherwise entered into any agreement, order form, and/or supplement with Proof for provision of the Services, (b) any provision of Services where the Referral Partner is also the Notary for the Transaction, and (c) any provision of Services when the Referral Partner is also the Customer.

### 3. Referral Partner Fees.

**3.1 Fees.** Where a Customer completes a Qualified Transaction through the Referral Partner Link, Proof will pay to the Referral Partner a fee or issue a credit for each Qualified Transaction (“**Referral Partner Fee**”). The current Referral Partner Fee can be found at [www.notarize.com/assets/referral-partner-fee](http://www.notarize.com/assets/referral-partner-fee).

**3.2 Payment.** Referral Partner Fees shall be deemed earned by the Referral Partner only after a Customer completes a Qualified Transaction and the corresponding customer fees (the “**Customer Fees**”) have been received by Proof. Proof will use commercially reasonable efforts to pay Referral Partner Fees to the Referral Partner within sixty (60) days after the end of any calendar month during which payment of the associated Customer Fees has been received by Proof unless a different payment plan has been specified on the Referral Partner Fee site linked above.

**3.3 Referral Partner Link Usage.** Subject to the terms and conditions of these Referral Partner Terms, Proof will continue to pay all Referral Partner Fees due to the Referral Partner for the Term of these Referral Partner Terms. Notwithstanding the foregoing, if the Referral Partner is entitled under local law to any special payment or termination indemnity as a consequence of: (a) termination or expiration of these Referral Partner Terms; or (b) these Referral Partner Terms being characterized as a distribution,



franchise, agency or similar arrangement, the Referral Partner hereby waives and disclaims any right to such payment or indemnity. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, PROOF SHALL NOT BE OBLIGATED TO PAY ANY REFERRAL PARTNER FEES IF SUCH FEES WOULD BE DEEMED IN VIOLATION OF APPLICABLE LAWS OR REGULATIONS, INCLUDING WITHOUT LIMITATION THE REAL ESTATE SETTLEMENT PROCEDURES ACT OF 1974, AS AMENDED (RESPA).

**3.4** Rate Modifications. Proof may change the Referral Partner Fees at any time, in its sole discretion.

**3.5** Expenses. Proof shall have no obligation to reimburse the Referral Partner for any expenses unless such expenses are approved by Proof in writing and in advance of expenditure.

**3.6** Taxes. If Proof or any of its affiliates are required to withhold or pay any taxes, or pay any penalties and/or interest assessed with respect to taxes, in connection with the Referral Partner Fees paid to the Referral Partner or the activities under these Referral Partner Terms (hereinafter, collectively, “**Taxes**”), such amounts may be deducted and/or withheld, as applicable, from the Referral Partner Fees payable to the Referral Partner hereunder.

#### **4. Responsibilities of Referral Partner.**

**4.1** Compliance with Agreement. The Referral Partner shall market the Services and solicit Prospects solely in accordance with the terms and conditions of these Referral Partner Terms. The Referral Partner shall market the Services only under the Proof’s Marks (as defined below) and not under any other trade name, trademark, or logo.

**4.2** Referral Partner Status. The Referral Partner shall, at all times, be an independent contractor of Proof, and accordingly, it shall have no authority to bind Proof to any contract or arrangement with any third party. At no time, shall the Referral Partner represent itself as an agent of Proof.

**4.3** Authority and Lawfulness. The Referral Partner shall obtain and keep active any and all permits, licenses, authorizations, permissions and/or certificates that may be required by the applicable governmental, regulatory, or administrative agency, or governing body, for every jurisdiction in which the Referral Partner carries on its business activities. The Referral Partner represents, warrants, and covenants to Proof that it possesses the right and authority to enter into these Referral Partner Terms, and to exercise its rights and perform its obligations hereunder, including the right to provide Proof with information about each Prospect. The Referral Partner shall at all times refrain from engaging in any illegal, unfair, or deceptive trade practices or unethical business practices whatsoever, whether with respect to the Services or otherwise. The Referral Partner shall, in connection with its dealings with any Prospects and in connection with the exercise of its rights and performance of its obligations under these Referral Partner Terms, take no action and make no payment in violation of, or which may cause Proof or any of its affiliates or its or their directors, officers, employees or agents to be in violation of the Foreign Corrupt Practices Act of 1977, as amended, or comparable laws in other jurisdictions (collectively, “**Anti-Corruption Laws**”). Notwithstanding anything to the contrary contained herein, if the Referral Partner has taken or takes an action that could constitute a violation of Anti-Corruption Laws in its dealings with Prospects or otherwise connection with these Referral Partner Terms, Proof may, at its sole option, immediately terminate these Referral Partner Terms without liability to Proof.

**4.4** Referral Partner Conduct. Referral Partner shall at all times during the Term, promote and market the Services consistent with good business ethics, and in a manner that will reflect favorably on the Services and on the name, goodwill, and reputation of Proof. Referral Partner shall not (a) make any misrepresentations regarding the Services, whether by act or omission; (b) engage in any deceptive practices with regard to the Services; (c) send unsolicited electronic messages to multiple unrelated recipients (“spamming”) in promoting the Service or otherwise to engage in any other form of mass electronic communications prohibited by law in connection with activities contemplated under these Referral Partner Terms; (d) make any representation, warranty or guarantee to any third party with respect to the Services that is inconsistent with (i) the Services, (ii) the published information describing the Services, or (iii) these Referral Partner Terms; or (e) take any action that has or could have the effect of improperly damaging the name, goodwill, reputation, or business of Proof.

**4.5** Prohibited Methods of Promotion. The Referral Partner agrees not to associate Proof’s Marks (as defined below) with content that is unlawful in any manner, or which is otherwise harmful, threatening, defamatory, obscene, offensive, harassing, sexually explicit, violent, discriminatory, or otherwise objectionable in Proof’s reasonable discretion. Upon Proof’s request (which can



be made for any or no reason), Referral Partner agrees to promptly remove from public view and delete any content or marketing materials that utilize Proof's Marks, or that reference Proof or its Services.

## 5. Marketing Rights.

**5.1 Right to Market.** Subject to the terms and conditions of these Referral Partner Terms, Proof grants to the Referral Partner the non-exclusive, non-transferable, and non-assignable right to market the Services to any Prospect for the specific purpose of encouraging Prospects in need of Proof Services to click-through the Referral Partner Link.

**5.2 Trademarks.** Subject to the terms and conditions of these Referral Partner Terms, Proof hereby grants to Referral Partner a revocable, non-exclusive, non-transferable, non-assignable, royalty-free, worldwide right and license, during the Term, to use and display such Proof's Marks solely for the purpose of promoting the Services as contemplated in these Referral Partner Terms. Each Party's license to use the Marks of the other Party shall terminate upon the earlier of (i) the effective date of termination or expiration of these Referral Partner Terms, or (ii) immediately, in the event a Party breaches Section 4, 5, or 6 of these Referral Partner Terms. For further clarity, the Referral Partner shall only utilize Proof's Marks to market and promote the Services and to hold itself out as an 'Referral Partner' of Proof in connection therewith. As used herein, "**Marks**" means each Party's permitted trade names, trade dress, trademarks, service marks, commercial symbols, domain names, brands designs, logos and/or any other marks used by such Party. Proof's permitted Marks for purposes of these Referral Partner Terms will be sent to Referral Partner via email. Referral Partner will only use Proof Marks sent to Referral Partner by Proof.

**5.3 Marketing Materials.** As available, Proof will provide the Referral Partner with marketing materials reasonably necessary for marketing Proof and its Services to Prospects. The Referral Partner may not, without the prior written consent of Proof, reproduce such materials, or independently create marketing materials that include Proof's Marks or imply an association or relationship by and between Proof and the Referral Partner. If and to the extent the Referral Partner is expressly permitted hereunder by Proof in writing to independently create marketing materials relating to Proof or its Services, any such material shall, in each case, be subject to approval by Proof before publication or other use.

## 6. Limitation of Rights.

**6.1 Limited Marketing Rights.** Except for the express rights provided in Section 5, the Referral Partner is granted no other right hereunder with respect to Proof, the Services, or Proof's Marks. The Referral Partner will comply with any style guides or instructions Proof provides with the respect to the Referral Partner's use of Proof's Marks, as may be provided from time to time.

**6.2 Reserved Rights.** These Referral Partner Terms shall in no way limit Proof's right to sell directly or indirectly any product or service to any current or prospective customers, including to Prospects and Customers.

**6.3 Non-Exclusive Appointment.** The Referral Partner acknowledges that the appointment of Referral Partner pursuant to these Referral Partner Terms is not an exclusive appointment. Proof expressly reserves the right to appoint other persons to act as marketing, sales, referral, technology, and Referral Partners.

**6.4 Pricing and Terms.** The pricing and terms under which Proof offers or sells any Services shall be determined by Proof in its sole discretion. Other than explicitly provided herein, the Referral Partner shall not offer or promise prices or terms for the Services except as expressly permitted by Proof. The Referral Partner shall not purport to obligate Proof to any promises or representations made by the Referral Partner to a Prospect or Customer in connection with any Services.

**6.5 No Obligation.** Nothing in these Referral Partner Terms shall obligate Proof to actually offer or sell any Services or consummate any transaction with any Prospect. Proof has the right not to proceed with any sale of Services without any liability or obligation to pay compensation to the Referral Partner.

## 7. Term and Termination.

**7.1 Term.** These Referral Partner Terms apply beginning on the Effective Date and remain in effect for a period of six consecutive months after the last Qualified Transaction, unless earlier terminated in accordance with this Section 7 (the "**Term**").

**7.2 Termination.** Either Party, at its option, may terminate these Referral Partner Terms at any time, upon thirty (30) days advance written Notice to the other Party. Either Party may, at its option, terminate these Referral Partner Terms with immediate effect if the other Party has breached any material provision of these Referral Partner Terms, and such breach is either incapable of cure or remains uncured for more than ten (10) days after the breaching Party received Notice thereof.

**7.3 Discontinuance of Use of Referral Partner Link, Marks and Marketing.** Upon termination of these Referral Partner Terms, the Referral Partner shall immediately cease use and display of any Referral Partner Link, remove the same from the Referral Partner Website, and cease to represent itself as a Proof Referral Partner. Further, Referral Partner shall immediately discontinue any use and display of the Proof Marks. Any rights granted to the Referral Partner with respect to Proof or the Services pursuant to Section 7 or otherwise shall immediately cease.

## **8. Confidentiality.**

**8.1 Scope.** This Section 8 governs the protections for Confidential Information that one party (“**Receiving Party**”) obtains concerning the other (“**Disclosing Party**”) in connection with the Referral Partner Terms. If the Referral Partner Terms conflicts with any separate non-disclosure agreement between the parties, the Referral Partner Terms prevails. “**Confidential Information**” means information obtained by a Receiving Party in connection with the Referral Partner Terms which concerns Disclosing Party’s business or operations that (a) is identified by a “CONFIDENTIAL” legend or similar legend of the Disclosing Party or (b) the Receiving Party knew or should have known should be treated as confidential given the circumstances of its disclosure, and includes inventions, specifications, drawings, models, samples, reports, plans, client lists, marketing materials, financial information, work-in-progress, forecasts, computer programs or documentation, know-how, strategies and all other nonpublic technical, financial, or business information. Proof Confidential Information includes the Proof Intellectual Property, and Referral Partner Confidential Information includes Referral Partner Intellectual Property.

**8.2 Restriction on Use or Disclosure.** Receiving Party will keep Disclosing Party’s Confidential Information confidential and protect it to the same degree Receiving Party protects its own Confidential Information, but in no event with less than a reasonable degree of care. Receiving Party may not disclose the Disclosing Party’s Confidential Information to any third party without the Disclosing Party’s prior written consent. Each party’s Confidential Information may be disclosed only as reasonably necessary to satisfy the Receiving Party’s obligations under the Referral Partner Terms. Proof may (a) retain Confidential Information as required to comply with applicable law or as otherwise permitted in the Referral Partner Terms and (b) use User Data (including Personal Information) in accordance with the Data Privacy Supplement.

**8.3 Exclusions.** Section 8.2 (Restriction on Use or Disclosure) does not apply to (a) information that the Receiving Party can show was in its possession prior to its disclosure under the Referral Partner Terms without any confidentiality obligation to the Disclosing Party, (b) information independently developed by Receiving Party without reference to the Disclosing Party’s Confidential Information, (c) information which becomes generally known by the public other than through the fault of Receiving Party, or (d) information required by law or by the rules of any governmental or self-regulatory agency to be disclosed (provided that Receiving Party will use reasonable efforts to notify Disclosing Party of the disclosure requirement if legally permitted to do so).

**8.4 Destruction and Retention.** Except as required to provide the Services, to comply with applicable law, or as otherwise permitted in the Referral Partner Terms, promptly after termination of the Referral Partner Terms each party will either return or permanently destroy any of the other party’s Confidential Information in its possession or control. Upon request, a party will certify in writing to the destruction of Confidential Information. Notwithstanding the above, Receiving Party is entitled to retain Confidential Information in its archival or backup systems in accordance with its document retention policies, provided that Confidential Information retained this way will remain subject to the confidentiality obligations in the Referral Partner Terms throughout the period it is retained.

## **9. Intellectual Property.**

**9.1 Ownership of Marks.** The Referral Partner acknowledges that Proof (or its licensor, as applicable) is the owner of all rights in and to the Proof Marks and all associated goodwill, and that neither these Referral Partner Terms nor use by the Referral Partner of the Proof Marks under license shall transfer or convey any interests thereto in favor of the Referral Partner. Further, the Referral Partner shall not take any action that is inconsistent with Proof’s ownership of its Marks or incorporate any Proof Marks into



its Marks, internet addresses, domain name, or any other similar designation. The Referral Partner shall not: (a) contest Proof's (or its licensor's) ownership or use of the Proof Marks, (b) use the Proof Marks in a manner that conflicts with Proof's use or instruction for use of the Marks, (c) file applications for registration of the same or any confusingly similar Marks in any jurisdiction, or (d) use any marks that are confusingly similar to the Proof Marks. The Referral Partner will cooperate with, and assist Proof, at Proof's expense, to secure, protect and maintain ownership rights in the Proof Marks, including in the preparation, execution, and recording of legal documents to reasonably protect Proof. To the extent permitted by applicable law, all rights not expressly granted hereunder are retained by the granting Party. All usage of the Proof Marks under these Referral Partner Terms, inclusive of all goodwill, will inure to Proof's benefit.

**9.2 Acknowledgement of Proprietary Rights.** The Referral Partner acknowledges that Services, including any changes, new releases, new versions, modifications, enhancements, improvements, adaptations, translations, and derivative works thereof and thereto (as applicable), constitute proprietary information and data of Proof (and may incorporate Proof's Trade Secrets). The ownership of all rights, title, and interest to all Proof product and service offerings, including without limitation, the Services, and all of the Intellectual Property therein and thereto shall at all times remain vested exclusively in Proof (or its licensors, as applicable), and Referral Partner shall not have any interest whatsoever in any portion thereof. As used in these Referral Partner Terms, "**Intellectual Property**" means any and all of the following arising pursuant to the laws of any jurisdiction throughout the world: (a) trademarks, service marks, trade names, and similar indicia of source of origin, all registrations and applications for registration thereof, and the goodwill connected with the use of and symbolized by the foregoing; (b) copyrights and all registrations and applications for registration thereof; (c) trade secrets and know-how; (d) patents and patent applications; (e) internet domain name registrations; and (f) other intellectual property and related proprietary rights.

**9.3 Certain Restrictions and Obligations.** To the extent that the Referral Partner is given access to any Services or any portion thereof, whether for training, marketing, or demonstration purposes, the Referral Partner shall not decompile, disassemble or otherwise reverse engineer the Services, in whole or in part, nor utilize the Services for any purpose other than that for which such access is granted. Additional terms may apply to the Referral Partner's access to the Services, including without limitation and at Proof's discretion, Proof's standard terms of service. The Referral Partner shall promptly bring to the attention of Proof any improper or wrongful use of or challenge to the Intellectual Property or any such threatened use or challenge of which the Referral Partner becomes aware in connection with its performance under these Referral Partner Terms.

**10. Disclaimer of Warranties.** Proof makes no warranties or representations, and expressly disclaims all warranties and representations, express or implied, including any implied warranties of fitness for a particular purpose, non-infringement, merchantability, or otherwise with respect to these Referral Partner Terms.

**11. LIMITATION OF LIABILITY.** TO THE EXTENT ALLOWED BY APPLICABLE LAW, NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING ANY CLAIM BASED ON LOSS OF PROFITS, LOSS OF DATA, INTERRUPTION OF USE, COST TO PROCURE SUBSTITUTE TECHNOLOGIES, GOODS, OR SERVICES, OR ANY OTHER INDIRECT OR CONSEQUENTIAL ECONOMIC LOSS, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES. EXCEPT WITH RESPECT FOR A BREACH OF SECTION 12 (INDEMNITY), IN NO EVENT SHALL PROOF'S LIABILITY UNDER THESE REFERRAL PARTNER TERMS EXCEED THE GREATER OF (A) THE AMOUNT OF REFERRAL PARTNER FEE PAYMENTS PAID TO THE REFERRAL PARTNER UNDER THESE REFERRAL PARTNER TERMS FOR THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM AND (B) USD \$100.

**12. Indemnity.**

**12.1 Proof Indemnity.** Proof shall indemnify, defend and hold harmless, the Referral Partner from and against any claim or action brought by a third party, together with any resulting damages and liabilities, to the extent that it is based on an allegation that Proof's Marks or Services constitute an infringement of any copyright, patent, trademark, trade secret or other Intellectual Property right. Proof shall pay all damages and costs finally awarded against Referral Partner in connection with such claim or action. Proof shall not be responsible for any cost, expense, or compromise incurred or made by the Referral Partner without Proof's prior written consent. In no event will Proof have any obligations under this Section 12.1 or any liability for any claim or action if the claim or action is caused by, or results from the Referral Partner's: (a) combination or use of the Services with software, equipment, products or data not approved by Proof in writing, if such claim or action would have been avoided absent such combination or use; (b) modification or alteration of the Services or Proof's Marks if such claim or action would have been avoided by use of the unmodified



Services or Marks; or (c) the use of the Marks or Services in a manner not strictly in accordance with these Referral Partner Terms and any associated documentation.

**12.2**      Referral Partner Indemnity. The Referral Partner shall indemnify, defend and hold harmless, Proof from and against any claim or action brought by a third party, together with any resulting damages and liabilities, to the extent that it is based on an allegation: (a) based on any promise, representation, or warranty given by the Referral Partner with respect to the Services without Proof's knowledge and prior written consent, including any representations and warranties regarding the Services which are not contained in Proof's standard terms and conditions; (b) based on the Referral Partner's unlawful, fraudulent, or willful misconduct; (c) that the Referral Partner Marks constitute intellectual property infringement as used pursuant to the terms of these Referral Partner Terms; or (d) resulting from a breach of Section 4 of these Referral Partner Terms. The Referral Partner shall pay all damages and costs finally awarded against Proof in connection with such claim or action. The Referral Partner shall not be responsible for any cost, expense or compromise incurred or made by Proof without the Referral Partner's prior written consent.

**12.3**      Procedure. The indemnifying party's obligations under this Section 12 are conditioned on the indemnified party: (a) giving prompt notice of the claim to the indemnifying party, (b) granting sole control of the defense or settlement of the claim to the indemnifying party, and (c) providing reasonable cooperation to the indemnifying party at the indemnifying party's request and expense. The indemnified party may participate in the claim's defense at its sole cost and expense. The indemnifying party will not enter into any settlement that adversely affects the indemnified party's interests without prior written approval, not to be unreasonably withheld. The indemnifying party is not responsible for any settlement it does not approve in writing.

### **13.      Miscellaneous.**

**13.1**      Independent Contractors; No Partnership. The relationship between the Referral Partner and Proof shall always be that of independent contractors. Further, these Referral Partner Terms shall not be interpreted or construed to create an association, joint venture, agency relationship, employment relationship, or partnership among the Parties or to impose any partnership obligation or partnership liability upon any Party, notwithstanding the use of the term "Referral Partner" in these Referral Partner Terms. No Party shall have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, any other Party.

**13.2**      Publicity. Without limiting the proprietary and confidential nature of the existence, and the terms and conditions, of these Referral Partner Terms, as set forth in these Referral Partner Terms, the Referral Partner agrees that it will issue no press release and make no public statements concerning these Referral Partner Terms, Proof or the Services (other than in the normal course of activities hereunder and in accordance with the terms and conditions hereof), without the express written consent of Proof, which may be withheld by Proof in its sole discretion. Referral Partner hereby consents to the inclusion of its name and Marks in Proof's marketing material.

**13.3**      Non-Disparagement. Each Party agrees that, at any time following the Effective Date, it will not publish, utter, broadcast, or otherwise communicate any information, misinformation, comments, opinions, remarks, or any other form of communication, whether oral or written, regardless of its believed truth, to any person or entity, which is adverse to, reflects unfavorably upon or tends to disparage the other Party or the business, technology, products, prospects, financial condition or personnel of the other Party.

**13.4**      Governing Law / Forum. These Referral Partner Terms shall be governed by and construed per the laws of the State of Delaware, without regard to its conflicts of law provisions. Jurisdiction for resolution of any court dispute or proceeding arising out of or in any way relating to these Referral Partner Terms, whether in law or equity, shall be in the state or federal courts, as applicable, of the State of Delaware. Each Party consents to and irrevocably waives challenge to such jurisdiction and venue.

**13.5**      JURY TRIAL AND CLASS ACTION WAIVER. BOTH REFERRAL PARTNER AND PROOF VOLUNTARILY AND IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION OR OTHER PROCEEDING WHICH ARISES OUT OF OR IN ANY WAY RELATES TO THESE REFERRAL PARTNER TERMS. REFERRAL PARTNER FURTHER EXPRESSLY WAIVES ANY RIGHT TO BRING OR PARTICIPATE IN A CLASS ACTION OR TO SEEK CLASS ACTION STATUS FOR ANY CLAIM OR DISPUTE ARISING OUT OF OR IN ANY WAY RELATING TO THESE REFERRAL PARTNER TERMS. THE SCOPE OF THE WAIVERS IN THIS SECTION ENCOMPASSES ANY AND ALL CLAIMS OR CONTENTIONS THAT ARISE OUT OF OR RELATE IN ANY WAY TO THESE REFERRAL PARTNER TERMS.





**13.6**      Arbitration. The Parties agree to submit any and all disputes arising out of or in any way relating to the Referral Partner Terms, 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.

**13.7**      Assignment. The Referral Partner may not assign or otherwise transfer these Referral Partner Terms or any of its rights or obligations hereunder without Proof’s prior written approval, which will not be unreasonably withheld. Any assignment or attempt to do so other than as provided in this Section 13.7 will be void. These Referral Partner Terms will be binding upon, and inure to the benefit of, the successors, representatives, and permitted assigns of the Parties.

**13.8**      No Third-Party Beneficiaries. Nothing in these Referral Partner Terms is intended or shall be construed as a third-party beneficiary agreement, nor shall these Referral Partner Terms confer, convey, or be deemed to accord any rights to any third party.

**13.9**      Notices.

- (a)      **To Proof:** Notice will be sent by email to [legal@proof.com](mailto:legal@proof.com) and in writing by registered mail or overnight commercial courier to:

Notarize, Inc. (dba Proof.com)  
Attn: General Counsel  
867 Boylston Street, 5th Floor #1656  
Boston, MA 02116

The notice is deemed delivered as of the date of actual receipt of the written notice by registered mail or overnight commercial courier.

- (b)      **To Referral Partner:** Notice will be sent to the Referral Partner email address provided as part of Referral Partner’s account information. Proof may provide general electronic notices via the Platform and may provide electronic notices specific to Referral Partner by email or through the Platform notifications center. Referral Partner must keep all account information current.

**13.10**      Entire Agreement. These Referral Partner Terms constitutes the entire agreement between Proof and the Referral Partner with respect to the subject matter of these Referral Partner Terms and supersedes any prior agreements or understandings, whether oral or written, between Proof and the Referral Partner with respect to such subject matter. All prior agreements between the Parties relative hereto which are not contained herein are terminated.

**13.11**      Amendment; No Waiver. Proof may update these Referral Partner Terms from time to time and will provide notice to Referral Partner through the Platform. Referral Partner’s continued use of the Referral Partner Link constitutes acceptance of the updated Referral Partner Terms. A party’s failure to enforce its rights under the Referral Partner Terms at any time for any period is not a waiver of those rights, and the exercise of one right or remedy is not a waiver of any other right or remedy.

**13.12**      Survival. The following Sections shall survive the expiration or termination of these Referral Partner Terms: Sections 4.5, 6.5, 7.3, 8, 9, 10, 11, 12, 13 and any other provision of these Referral Partner Terms that contemplates performance or observance subsequent to any termination or expiration of these Referral Partner Terms, and any other provision that by its nature may reasonably be presumed to survive any termination or expiration of these Referral Partner Terms.

**13.13**      Severability. All sections of these Referral Partner Terms are separate and independent covenants, and the invalidity or unenforceability of one or more of these provisions or covenants shall not affect the validity or enforceability of the remaining



provisions or of the other covenants of these Referral Partner Terms. If permitted under law, invalid or unenforceable clauses shall be redrafted or otherwise modified to make such provisions valid and/or enforceable.

**13.14**      Interpretation. The headings and captions used in these Referral Partner Terms are for convenience of reference only and shall in no way define, limit, expand or otherwise affect the meaning or construction of any provision of these Referral Partner Terms. Use of the singular or plural number, or masculine, feminine or neutral gender, shall include all other appropriate counterpart references.

**13.15**      Subcontractors. The Referral Partner may utilize independent contractors in the performance of its obligations under these Referral Partner Terms, *provided that* the Referral Partner (a) is and shall at all times be exclusively responsible for the performance, actions, and omissions of all of its independent contractors, and (b) ensures that each independent contractor is bound by the terms, restrictions, and obligations that apply to the Referral Partner under these Referral Partner Terms.

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