



AFFILIATE PARTNER TERMS

These Affiliate Partner Terms (“**Affiliate Partner Terms**”) are between Notarize, Inc. (dba Proof.com) and Affiliate 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 AFFILIATE 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. An “**Affiliate Partner**” is any individual or entity that markets and promotes Proof’s remote online notarial services, fraud detection services, identity verification services, and related products and services (collectively, the “**Services**”) to potential Proof customers (the “**Prospects**”) by sending an Affiliate Link to the Prospect or by displaying an Affiliate Link on the Affiliate Partner’s website(s), landing page(s), or software application(s)(in either case and collectively, an “**Affiliate Website**”) in exchange for a Discount, an Affiliate Partner Fee, or both. Proof hereby engages Affiliate Partner, and Affiliate Partner hereby accepts such engagement, to send or display a web address link (URL) provided by Proof (the “**Affiliate Link**”) that will direct Prospects to a Proof website during the Term in accordance with these terms and conditions. By clicking the “I Agree” button or consent tickbox linked to these Affiliate Partner Terms, Affiliate Partner accepts and agrees to be bound by these Affiliate Partner Terms. The effective date is the date that the Affiliate Partner clicks the “I Agree” button or consent tickbox linked to these Affiliate Partner Terms (“**Effective Date**”).

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

2. Affiliate Partner Customer Qualification.

2.1 Affiliate Link Submission. Proof will provide a unique Affiliate Link to the Affiliate Partner. When a Prospect (a visitor to the Affiliate Website) clicks on the Affiliate Link, the Prospect will be directed to set up a Proof account. When a Prospect creates a Proof account (an “**Affiliate Customer**”) and purchases Services through the Affiliate Link, 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 Affiliate Partner is also the Notary for the Transaction, and (c) any provision of Services when the Affiliate Partner is also the Customer.

3. Discount and Affiliate Partner Fee.

3.1 Discount. Affiliate Customers may be eligible to receive a discount (the “**Discount**”) to customer fees on certain transaction-based Services (the “**Customer Fees**”) as disclosed to Affiliate Partner at the time of accepting the Affiliate Partner Terms. Affiliate Partner may market such Discount to Prospects in a manner consistent with the terms of these Affiliate Partner Terms.

3.2 Affiliate Partner Fee. Where an Affiliate Customer completes a Qualified Transaction through the Affiliate Link, Proof may pay to the Affiliate Partner a fee or issue a credit for each Qualified Transaction (“**Affiliate Partner Fee**”). Whether an Affiliate Partner is entitled to an Affiliate Partner Fee will be disclosed to Affiliate Partner at the time of accepting the Affiliate Partner terms. The current Affiliate Partner Fee can be found at www.notarize.com/assets/referral-partner-fee. Affiliate Partner Fees shall be deemed earned by the Affiliate Partner only after an Affiliate 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 Affiliate Partner Fees to the Affiliate 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 Affiliate Partner Fee site linked above.

3.3 Rate Modifications. Proof may change the Discount or Affiliate Partner Fee at any time, in its sole discretion. Affiliate Partner agrees to promptly update the Discount information on any website maintained by the Affiliate Partner.



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

3.5 Expenses. Proof shall have no obligation to reimburse the Affiliate 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 Affiliate Partner Fees paid to the Affiliate Partner or the activities under these Affiliate Partner Terms (hereinafter, collectively, “**Taxes**”), such amounts may be deducted and/or withheld, as applicable, from the Affiliate Partner Fees payable to the Affiliate Partner hereunder.

4. Responsibilities of Affiliate Partner.

4.1 Compliance with the Terms. The Affiliate Partner shall market the Services and solicit Prospects solely in accordance with the terms and conditions of these Affiliate Partner Terms. The Affiliate 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 Affiliate Partner Status. The Affiliate 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 Affiliate Partner represent itself as an agent of Proof.

4.3 Authority and Lawfulness. The Affiliate 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 Affiliate Partner carries on its business activities. The Affiliate Partner represents, warrants, and covenants to Proof that it possesses the right and authority to enter into these Affiliate Partner Terms, and to exercise its rights and perform its obligations hereunder, including the right to provide Proof with information about each Prospect. The Affiliate 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 Affiliate 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 Affiliate 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 Affiliate 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 Affiliate Partner Terms, Proof may, at its sole option, immediately terminate these Affiliate Partner Terms without liability to Proof.

4.4 Affiliate Partner Conduct. Affiliate 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. Affiliate 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 Affiliate 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 Affiliate 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 Affiliate 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), Affiliate 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 these Affiliate Partner Terms, Proof grants to the Affiliate 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 Affiliate Link.

5.2 Trademarks. Subject to the terms and conditions of these Affiliate Partner Terms, each Party hereby grants to the other Party a revocable, non-exclusive, non-transferable, non-assignable, royalty-free, worldwide right and license, during the Term, to use and display such Party's Marks solely for the purpose of promoting the Services as contemplated in these Affiliate 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 Affiliate Partner Terms, or (ii) immediately, in the event a Party breaches Section 4, 5, or 6 of these Affiliate Partner Terms. For further clarity, the Affiliate Partner shall only utilize Proof's Marks to market and promote the Services and to hold itself out as an 'Affiliate 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 Affiliate Partner Terms will be sent to Affiliate Partner via email. Affiliate Partner will only use Proof Marks sent to Affiliate Partner by Proof.

5.3 Marketing Materials. As available, Proof will provide the Affiliate Partner with marketing materials reasonably necessary for marketing Proof and its Services to Prospects. The Affiliate 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 Affiliate Partner. If and to the extent the Affiliate 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 Affiliate Partner is granted no other right hereunder with respect to Proof, the Services, or Proof's Marks. The Affiliate Partner will comply with any style guides or instructions Proof provides with the respect to the Affiliate Partner's use of Proof's Marks, as may be provided from time to time.

6.2 Reserved Rights. These Affiliate 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 Affiliate Customers.

6.3 Non-Exclusive Appointment. The Affiliate Partner acknowledges that the appointment of Affiliate Partner pursuant to these Affiliate Partner Terms is not an exclusive appointment. Proof expressly reserves the right to appoint other persons to act as marketing, sales, referral, technology, and affiliate 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 Affiliate Partner shall not offer or promise prices or terms for the Services except as expressly permitted by Proof. The Affiliate Partner shall not purport to obligate Proof to any promises or representations made by the Affiliate Partner to a Prospect or Affiliate Customer in connection with any Services.

6.5 No Obligation. Nothing in these Affiliate 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 Affiliate Partner.

7. Term and Termination.



7.1 Initial Term. These Affiliate 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 Affiliate Partner Terms at any time, upon thirty (30) days advance written Notice to the other Party. Either Party may, at its option, terminate these Affiliate Partner Terms with immediate effect if the other Party has breached any material provision of these Affiliate 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 Affiliate Link, Marks and Marketing. Upon termination of these Affiliate Partner Terms, the Affiliate Partner shall immediately cease use and display of any Affiliate Link, remove the same from the Affiliate Website, and cease to represent itself as a Proof Affiliate Partner. Further, Affiliate Partner shall immediately discontinue any use and display of the Proof Marks. Any rights granted to the Affiliate Partner with respect to Proof or the Services pursuant to Section 6 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 Affiliate Partner Terms. If the Affiliate Partner Terms conflicts with any separate non-disclosure agreement between the parties, the Affiliate Partner Terms prevails. “**Confidential Information**” means information obtained by a Receiving Party in connection with the Affiliate 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 Affiliate Partner Confidential Information includes Affiliate 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 Affiliate Partner Terms. Proof may (a) retain Confidential Information as required to comply with applicable law or as otherwise permitted in the Affiliate 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 Affiliate 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 Affiliate Partner Terms, promptly after termination of the Affiliate 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 Affiliate Partner Terms throughout the period it is retained.

9. Intellectual Property.



9.1 Ownership of Marks. The Affiliate 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 Affiliate Partner Terms nor use by the Affiliate Partner of the Proof Marks under license shall transfer or convey any interests thereto in favor of the Affiliate Partner. Further, the Affiliate 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 Affiliate 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 Affiliate 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 Affiliate Partner Terms, inclusive of all goodwill, will inure to Proof's benefit.

9.2 Acknowledgement of Proprietary Rights. The Affiliate 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 Affiliate Partner shall not have any interest whatsoever in any portion thereof. As used in these Affiliate 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 Affiliate Partner is given access to any Services or any portion thereof, whether for training, marketing, or demonstration purposes, the Affiliate 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 Affiliate Partner's access to the Services, including without limitation and at Proof's discretion, Proof's standard terms of service. The Affiliate 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 Affiliate Partner becomes aware in connection with its performance under these Affiliate 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 Affiliate 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 AFFILIATE PARTNER TERMS EXCEED THE GREATER OF (A) THE AMOUNT OF AFFILIATE PARTNER FEE PAYMENTS PAID TO THE AFFILIATE PARTNER UNDER THESE AFFILIATE 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 Affiliate 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 Affiliate Partner in connection with such claim or action. Proof shall not be responsible for any cost, expense, or compromise incurred or made by the Affiliate 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 Affiliate 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 Affiliate Partner Terms and any associated documentation.

12.2 Affiliate Partner Indemnity. The Affiliate 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 Affiliate 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 Affiliate Partner's unlawful, fraudulent, or willful misconduct; (c) that the Affiliate Partner Marks constitute intellectual property infringement as used pursuant to the terms of these Affiliate Partner Terms; or (d) resulting from a breach of Section 4 of these Affiliate Partner Terms. The Affiliate Partner shall pay all damages and costs finally awarded against Proof in connection with such claim or action. The Affiliate Partner shall not be responsible for any cost, expense or compromise incurred or made by Proof without the Affiliate 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 Affiliate Partner and Proof shall always be that of independent contractors. Further, these Affiliate Partner Terms shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership among the Parties or to impose any partnership obligation or partnership liability upon any Party, notwithstanding the use of the term "Affiliate Partner" in these Affiliate 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 Affiliate Partner Terms, as set forth in these Affiliate Partner Terms, the Affiliate Partner agrees that it will issue no press release and make no public statements concerning these Affiliate 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. Affiliate 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 Affiliate 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 Affiliate 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 AFFILIATE 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 AFFILIATE PARTNER TERMS. AFFILIATE 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 AFFILIATE 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 AFFILIATE PARTNER TERMS.

13.6 Arbitration. The Parties agree to submit any and all disputes arising out of or in any way relating to the Affiliate 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 Affiliate Partner may not assign or otherwise transfer these Affiliate 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 Affiliate 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 Affiliate Partner Terms is intended or shall be construed as a third-party beneficiary agreement, nor shall these Affiliate 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 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 Affiliate Partner: Notice will be sent to the Affiliate Partner email address provided as part of Affiliate Partner’s account information. Proof may provide general electronic notices via the Platform and may provide electronic notices specific to Affiliate Partner by email or through the Platform notifications center. Affiliate Partner must keep all account information current.

13.10 Entire Agreement. These Affiliate Partner Terms constitutes the entire agreement between Proof and the Affiliate Partner with respect to the subject matter of these Affiliate Partner Terms and supersedes any prior agreements or understandings, whether oral or written, between Proof and the Affiliate 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 Affiliate Partner Terms from time to time and will provide notice to Affiliate Partner through the Platform. Affiliate Partner’s continued use of the Affiliate Link constitutes acceptance of the updated Affiliate Partner Terms. A party’s failure to enforce its rights under the Affiliate 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 Affiliate Partner Terms: Sections 4.5, 6.5, 7.3, 8, 9, 10, 11, 12, 13 and any other provision of these Affiliate Partner Terms that contemplates performance or observance subsequent to any termination or expiration of these Affiliate Partner Terms, and any other provision that by its nature may reasonably be presumed to survive any termination or expiration of these Affiliate Partner Terms.



13.13 Severability. All sections of these Affiliate 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 Affiliate 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 Affiliate 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 Affiliate 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 Affiliate Partner may utilize independent contractors in the performance of its obligations under these Affiliate Partner Terms, *provided that* the Affiliate 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 Affiliate Partner under these Affiliate Partner Terms.

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