

NOTARY USER SUPPLEMENT

This Notary User Supplement is incorporated into the [Proof General Terms](#) ("**General Terms**"). Capitalized terms not otherwise defined have the meanings given in the General Terms, the [Proof Glossary](#), or the 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 an In-House Notary, On-Demand Notary, or Notary Business User.

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

2.1 Relationship to Proof. 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 Proof. This Section 2.1 does not affect any express written employment agreement or independent contractor agreement between Notary User and Proof that is signed by an authorized Proof 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) 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 Proof'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 Notary User Compliance Documentation as Proof reasonably requires. "**Notary User Compliance Documentation**" means Notary User's (a) proof of completion of training required by Proof 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 Proof reasonably requires to ensure compliance with applicable law. Proof may update Notary User 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. PROOF 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, Proof may access Notary User's account for maintenance purposes and to ensure compliance with the Agreement and Applicable Notary Law.

2.6 Record Retention. Proof will store copies of Electronic Notarial Records as permitted or required by Applicable Notary Law. Proof will maintain Notary User's Electronic Notarial Records on Notary User's behalf until Notary User notifies Proof that it should no longer act as repository of Notary User's Electronic Notarial Records (except as required by Applicable Notary Law). 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. Proof will also copy and store the audio-visual recording of a Transaction.



2.7 Termination. In addition to the termination rights in Section 7.1 (Term and Termination) of the General Terms, (a) Proof 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 Proof written notice. The following Sections of this Notary User Supplement survive termination or expiration of the Agreement: 2.6 (Record Retention), 2.7 (Termination), 4.2 (Subscription Plan Fees), 4.3 (Notary Customer Charges), 4.4 (Payment Terms and Processing), 4.5 (Proof Marks; References to Our Relationship), and 4.6 (Indemnification).

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 immediately give written notice of the pending action to notaryonboarding@proof.com and provide such supplemental information as Proof may reasonably request. If Notary User's commission is suspended or revoked for any reason, Notary User shall immediately give written notice to notaryonboarding@proof.com and discontinue performing Notarizations on the Platform.

3. Additional Terms for On-Demand Notaries. When Notary User accesses the Platform as an On-Demand Notary, Notary User enters an agreement with Proof and agrees to undergo background checks and complete additional training as required by Proof. 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. The Subscriber Supplement does not apply to Notary Business Accounts unless expressly agreed in an Order Form.

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) Proof 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 Proof provides through the Platform is not legal advice, and Proof 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 Proof's provision of Notary Business Account Services, Notary Business User will pay Proof 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. Proof 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. A Notary Business User is responsible for calculating, reporting, and paying any tax (income, sales, or as otherwise applicable) on payments and fees the Notary Business User charges or collects from Notary Customers. The Platform provides Notary Business User a means to facilitate these charges to Notary Customers through Stripe Connect, as described in Section 4.4 (Payment Terms and Processing). Notary Business User is responsible for facilitating refund payments for services Notary Business User provides to Notary Customers. Proof's current Notary Business Account Refund policy is located at support.proof.com/hc/en-us/articles/31296397617687-NST-Refund-Policy-and-How-to-Issue-a-Refund.

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), which



includes the Stripe Services Agreement (currently available at 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 Proof enabling Stripe payment processing services, Notary Business User authorizes Proof 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. Proof 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 Proof Marks; References to Our Relationship. Proof may make Proof Marks available for Notary Business User’s use solely for the purpose of identifying Proof as a service provider. Proof may limit or revoke Notary Business User’s ability to use Proof Marks at any time. Notary Business User may never use any Proof Marks or Proof IP without Proof’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 Proof. During the period that a Notary Business User maintains an active Notary Business Account, Notary Business User may publicly identify Proof as a service provider to Notary Business User (with Proof’s prior written approval) and Proof may publicly identify Notary Business User as a customer. If Notary Business User does not want Proof to identify Notary Business User as a customer, Notary Business User should contact legal@proof.com. Neither party will imply any untrue sponsorship, endorsement, or affiliation between Notary Business User and Proof. 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 Proof, 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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