PROOF GLOSSARY

"**Additional Fee**" means a Fee for Services or add-ons performed by Proof upon request. Services subject to an Additional Fee may include, but are not limited to, an additional Seal, an additional Signatory, an On-Demand Witness, and per-Document fees.

"**Affiliate**" means any legal entity controlled by, controlling, or under common control with a party to the Agreement.

"**API**" means the application programming interface designed by or on behalf of Proof to permit authorized parties to submit Documents and Services requests, and to receive responses from the Platform in an automated manner.

"**API Key**" means the security key Proof makes available for Subscriber to access the API.

"**App**" means the Proof mobile software application available for Android and iOS devices.

"**Applicable Electronic Signature Law**" means, for Services involving a Notarization, the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. sec. 7001 et seq. ("**ESIGN**") as well as Applicable Notary Law concerning electronic signatures or Remote Online Notarizations.

"**Applicable Notary Law**" means those laws of a Notary User's commissioning jurisdiction which apply to authorization, performance, or validity of traditional or Remote Online Notarizations.

"**Authorized Agent**" means a software application, AI assistant, or other automated agent, including a Proof connector used within a third-party application, that an End User connects to the End User's account to request, approve within the limits the End User sets, and deliver presentations of Claims on the End User's behalf.

"**Business**" means a business or non-profit organization, educational institution, or other legal or government entity.

"**Capacity**" means a specified volume of Services as defined on (a) an Order Form or (b) the Site or App.

"**Capacity Fee**" means a Fee paid to consume the Capacity.

"**Certify**" means a service on the Proof Platform that enables an End User to cryptographically secure any digital content, asset, or data (including documents, images, video, and structured data) by binding it to the End User's verified identity using a Digital Certificate.

"**Claim**" means an attribute of, or statement about, an End User that is derived from the End User's Digital Identity and that Proof presents to a Verifier at the End User's direction. A Claim includes the digitally signed data package in which Proof delivers it to the Verifier.

"**Close**" means a Transaction relating to real property that requires an eligibility check as well as a RON performed on the Platform.

"**Command Center**" means a package of enterprise administration features within the Platform.

"**Confidential Information**" means information obtained by a Receiving Party in connection with the Services 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, 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 IP, and User Confidential Information includes User IP.

"**Consulting Services**" means the onboarding, implementation, and general consultancy services that Proof provides to a Subscriber as described in an Order Form.

"**Consulting and Support Services Fee**" means a Fee for Consulting Services, Support Services, or both as specified on (a) an Order Form or (b) the Site or App. A Consulting and Support Services Fee can be a One Time Fee or a Periodic Fee.

"**Defend**" means an identity risk analysis service that a Subscriber may use to evaluate a User for potential fraud.

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"**De-Identified Data**" means information (or any portion thereof) that has been the subject of reasonable efforts to de-identify, aggregate and/or anonymize such data such that the data cannot reasonably be used to infer information about, or otherwise be linked to, a particular individual, entity, or record, and the processing entity will not attempt to re-identify the data, such that it is no longer Personal Information.

"**Digital Certificate**" means an X.509 certificate based on an IETF standard used to digitally sign any digital content, asset, or data (including documents, images, video, and structured data).

"**Digital Identity**" means a secured identity profile, created by an End User following a successful identity verification, that securely stores the End User's verified personal information and credentials, allowing the End User to quickly and securely authorize, sign, and access future transactions on the Proof Platform and its network partners.

"**Document**" means a document in electronic form that a User presents on the Platform to be signed, notarized or otherwise used in connection with a Transaction or other Services.

"**Electronic Notarial Records**" means the audio-visual recording of a Transaction and any other information required by Applicable Notary Law for inclusion or retention in the electronic journal of notarial acts.

"**eNote**" means a Document that is an electronic promissory note.

"**Enterprise Data Encryption**" means the encryption keys that a Subscriber holds for their own data on the Platform.

"**eVault**" means an electronic vaulting service that allows for secure storage and management of electronic records such as original and authoritative copies of contracts and eNotes.

"**External Document**" means a document included in a Transaction that is "wet-signed" outside the Platform.

"**Fees**" means all fees a User pays to Proof for Services as described in the relevant Order Form, Supplement, Site, or App.

"**Identify**" means verification of an End User's identity using any manner available in the Platform and selected by the Subscriber.

"**Identity Verification Agent**" means an individual whom Proof makes available to verify, or assist in verifying, the identity of an End User, including by acting as a trusted referee.

"**Individual**" means a person.

"**Individual Digital Certificate**" means a Digital Certificate whose subject is an Individual, as identified in the Digital Certificate application.

"**In-House Notary**" means a Notary provided access to the Platform by a Subscriber for the purpose of providing a RON.

"**Intellectual Property Rights**" collectively means any and all rights, title and interest to intellectual property (including, all patents, patent registrations, business processes, copyrights, database rights, moral rights, trademarks, trade names, service marks, service names, trade secrets and other Confidential Information, know-how or other similar rights arising or enforceable anywhere in the world and including any applications or rights to take action for infringement) in any system, software (including source and object code), inventions, documentation, data, content, design, method, process, device, algorithm, improvement, concept, or other material or technology, including any derivative works.

"**Lender"** is a lender User who receives RE Services.

"**Notarization**" means an authorized notarial act performed by a Notary in accordance with Applicable Notary Law.

"**Notarize**" means a RON performed through the Platform.

"**Notary**" means an individual commissioned or authorized by the United States or any state, commonwealth or territory of the United States to perform Remote Online Notarizations.

"**Notary Business Account Services**" means Proof's provision of Platform access to Notary Business Users for the purpose of facilitating Notarizations or other services Notary Business User provides to its Notary Customers.

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"**Notary Business User**" means a Notary User who accesses or uses the Platform to provide Notarizations or other services to Notary Customers.

"**Notary Customer**" means a User invited by a Notary to participate in a transaction brought to the Platform by the Notary for the purpose of providing Notarizations or other services directly to the User.

"**Notary Panel**" means a group of Notaries selected by Subscriber for servicing Subscriber Transactions.

"**On-Demand Notary**" means a Notary matched to a User through Proof's "on-demand" network for the purpose of providing a RON.

"On-Demand Professional" means an individual whom Proof makes available to perform or facilitate Services, including an On-Demand Notary, an On-Demand Witness, and an Identity Verification Agent. An individual provided by Subscriber or any other party, including a Subscriber Verification Agent and an In-House Notary, is not an On-Demand Professional.

"**On-Demand Witness**" means a Participant who, at the request of a Subscriber, a Signatory, or other party to the Transaction, witnesses the signing of a Document or execution of a Transaction.

"**One Time Fee**" mean a Fee paid one time for a Service as specified on (a) an Order Form or (b) the Site or App.

"**Order Date**" means the date Services begin and is (a) listed in the Order Form or (b) the date Subscriber activates a Subscription Plan for those Services by paying Fees on the Site or App.

"**Order Form**" means any Proof order form executed by the parties for the purchase of Services, and into which these General Terms are incorporated.

"**Organization**" means a legal entity, including a corporation, limited liability company, partnership, association, trust, governmental body, or other organization.

"**Organization Digital Certificate**" means a Digital Certificate whose subject is an Organization, as identified in the Digital Certificate application.

"**Overage Fee**" means a Fee for Services consumed that exceed expectations as reflected on (a) an Order Form or (b) the Site or App.

"**Periodic Fee**" means a Fee to be paid on a periodic basis as specified on (a) an Order Form or (b) the Site or App.

"**Personal Information**" means information that identifies, relates to, or could reasonably be linked with an identified or identifiable individual.

"**Platform**" means, collectively, (a) the API, (b) the App, (c) the Sites, (d) the Services, (e) the Proof Content, and (f) the Proof System, and all modifications, additions, or enhancements of any of the foregoing.

"**Platform Fee**" means a fee a Subscriber pays to Proof for access to the Platform.

"**Private Key**" means the part of a key pair that is kept secret and that corresponds to a public key.

"**Proof**" means Notarize, Inc. (dba Proof.com), a Delaware corporation, with offices at 867 Boylston Street, 5th Floor #1656, Boston, MA, 02116, unless the Subscriber is a credit union, in which case "**Proof**" means Proof.com CUSO, LLC, a Delaware limited liability company, with offices at 867 Boylston Street, 5th Floor #1656, Boston, MA, 02116.

"**Proof Content**" means all information, data, documents, writings, images, works, or other material that User accesses through the Platform, excluding User Data and Results Data.

"**Proof System**" means the software, business rules, methods, data, know-how, technology, and related user documentation developed or acquired by Proof to enable the Services it provides to Users.

"**RE**" means real estate.

"**RE Network**" means the network of investors, insurers and service providers, including but not limited to title agents, underwriters and secondary market participants, who collaborate in efforts to complete real property and mortgage transactions processed through the Platform.

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"**RE Services**" means any services and functionalities offered or facilitated by Proof on the Platform and provided to a User in connection with a Transaction relating to real property.

"**Remote Online Notarization**" or "**RON**" means an electronic Notarization performed by a Notary using audio-video communication technology.

"**Results Data**" means the identity-verification results, risk scores, fraud indicators, and other data, signals, or analyses that Proof furnishes to a User as an output of the Services, including data furnished from third-party or government sources. Results Data includes Claims. Results Data is not User Data and is not Proof Content. Proof claims no Intellectual Property Rights in Results Data. User may use Results Data only as the Agreement permits.

"**Screen**" means a pre-screening risk signal service that a Subscriber may use to evaluate a User for indicators of fraudulent or synthetic identity.

"**SDK**" means the software development kits made available by or on behalf of Proof to permit authorized parties to build integrations that interact with the API and the Platform.

"**Seal**" means the information contained in a notarized record that confirms the commissioning information of a Notary and makes the notarial act official.

"**Security Incident**" means any unauthorized third-party access to or processing of any User Data, Subscriber Data, or Electronic Notarial Records, which affects the confidentiality, integrity, or availability of that data or those records.

"**Services**" means all services offered or facilitated by Proof.

"**Session**" means one meeting with a Notary for purposes of performing a RON.

"**Sign**" means Proof's facilitation of electronic signatures on Documents through the Platform.

"**Signatory**" means a User who signs a Document, with or without a Notarization, during a Transaction.

"**Site**" or "**Sites**" means, individually or collectively, the Proof and the Notarize websites.

"**Standing Authorization**" means an End User's authorization of future presentations of specified Claims to one or more Verifiers without approving each presentation individually.

"**Subscriber Data**" means a copy of the audio-visual recording of a Transaction and information provided by Subscriber as part of a Transaction, and includes Personal Information, Confidential Information, payment information, identity information, credentials, biometric information and documentation, and Documents. Subscriber Data does not include Electronic Notarial Records or other information obtained or recorded during a Transaction, Subscriber activity metadata associated with a Transaction (such as Document uploads, accessing the Platform, reviewing, and signing), or De-Identified Data. Subscriber Data is User Data provided by Subscriber, and references in the Agreement to User Data include the corresponding Subscriber Data.

"**Subscriber Link**" means a web address link (URL) provided by Proof to Subscriber for incorporation into a Subscriber Website to direct prospective Proof customers to a Proof website.

"Subscriber Verification Agent" means an individual provided by Subscriber to verify, or assist in verifying, the identity of an End User.

"**Subscriber Website**" means Subscriber's website(s), landing page(s), or software application(s).

"**Supplement**" means a document containing supplemental terms and conditions applicable to Services, Users, and use cases as specified in the Agreement.

"**Support Fee**" means a fee a Subscriber pays to Proof for Support Services.

"**Support Services**" means the Platform technical support and maintenance services that Proof provides to Subscribers as more fully specified in the Order Form and Subscriber Supplement.

"**Third-Party Software**" means any third-party software program or service described on the Platform or in an Order Form, including those offered to User in connection with the Services, subject to any applicable additional terms in the Order Form or otherwise required by Proof.

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"**Title Agent**" is a title, settlement, or escrow User who provides RE Services.

"**Transaction**" means (a) a request for Certify services, (b) a singular Session of Close services, (c) a Defend identity risk analysis for an underlying service, (d) a request for Identify services, (e) a singular Session of Notarize services, (f) a request for RE Services, (g) a request for Screen services, (h) a request for Sign services, or (i) a request for Verify services. The Transaction will be performed as described in the Order Form or the Site and conducted through the Platform.

"**Transaction Fee**" means a Fee for one Transaction. A Transaction Fee for Certify includes one request to cryptographically secure any digital content, asset, or data by binding it to a verified identity using a Digital Certificate. A Transaction Fee for Defend includes one request for an identity risk analysis for one underlying Transaction that could include Certify, Close, Identify, Notarize, or Verify. A Transaction Fee for Identify includes identity proofing of one End User using one or more available identity proofing techniques. A Transaction Fee for Notarize via On-Demand Notary includes (a) one Session; (b) one Signatory; (c) as many Participants as the Platform supports at that time; (d) one or more electronically signed documents for a Signatory receiving a Notarization; and (e) one Seal. A Transaction Fee for Notarize via In-House Notary includes (a) one Session; (b) one Signatory; (c) as many Participants as the Platform supports at that time; (d) one or more electronically signed documents for a Signatory receiving a Notarization; and (e) one or more Seals. A Transaction Fee for Screen includes one request for a pre-screen risk signal for one User. A Transaction Fee for Sign includes a request for one or more electronic signatures. A Transaction Fee for Verify includes identity proofing of one End User using one or more available identity proofing techniques. A single request that includes more than one Transaction type will incur a Transaction Fee for each Transaction type. For example, a single request that includes an Identify Transaction for one End User and a Sign Transaction for another End User will incur an Identify Transaction Fee and a Sign Transaction Fee.

"**Transaction Link**" means a reusable web address link (URL) that Proof provides to a Subscriber to allow individuals to initiate Transactions associated with Subscriber's account or Subscription Plan, including links marketed as EasyLinks. A Transaction Link is not a Subscriber Link.

"**User Data**" means a copy of the audio-visual recording of a Transaction and information provided by User as part of a Transaction, which may include Personal Information, Confidential Information, payment information, identity information, credentials, biometric information and documentation, and Documents. User Data does not include Electronic Notarial Records or other information obtained or recorded during a Transaction, User activity metadata associated with a Transaction (such as Document uploads, accessing the Platform, reviewing, and signing), or De-Identified Data.

"**User System**" means the information technology infrastructure User must obtain, at User's expense, to access and use the Platform or Services.

"**Verification Portal**" means the access point for Documents and other Transaction information made available by Proof through the Platform.

"**Verifier**" means any individual or entity that requests or receives Claims through the Platform, including through the x401 protocol or any Proof endpoint, connector, or SDK.

"**Verify**" means verification of an End User's identity using the functionality available in the Platform during a live session with an Identity Verification Agent or a Subscriber Verification Agent.

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