



Notarize Defined Terms Glossary

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“API Documentation” means the API documentation described at www.notarize.com/api which may be updated from time to time.

“API” means the application programming interface(s) designed by Notarize or its Service Providers to permit certain parties (i) to submit Documents and requests for Services and (ii) to receive responses from the Platform in an automated manner.

“API Key” means the security key Notarize makes available for you to access the API.

“App(s)” means the Notarize mobile software application(s) available for Android and iOS devices.

“Applicable Electronic Signature Law” means (a) for Notarize’s Services involving a Notarization, the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. sec. 7001 et seq. (**“ESIGN”**) and the electronic signature laws of a Notary’s commissioning state or commonwealth in which Applicable Notary Law permits electronic notarizations, including remote online notarizations, and (b) for all other Services that do not involve a Notarization, ESIGN and the electronic signature laws of the Commonwealth of Virginia.

“Applicable Notary Law” means the notarial and other applicable laws of each United States state, commonwealth or Territory which has authorized its notaries to perform Notarizations, including traditional as well as remote online Notarizations.

“Authentication Services” means, with respect to a Notarization requiring identity verification and the signing of any non-notarized Documents included as part of the same Transaction and unified session as a Notarization, such identify-verification methods and procedures as may be required or permitted by Applicable Notary Law, including: identity verification, using third-party identity database services combined with video and audio conference technology (or other permitted technology) that allows the Notary to communicate with and identify the Signatory at the time of the Notarization, or such other methods that are consistent with applicable Notary Law whether or not specified as a requirement. With respect to Transactions involving Documents which are e-signed outside the context of a unified session involving Authentication Services for Notarizations, Authentication Services include such identity- verification methods as may be specified by law, if applicable, or identity confirmation by a Signatory in response to a link sent to the Signatory inviting him or her to sign Documents, or as otherwise specified in any additional agreements between Notarize and the parties requesting and using such e-signature services.

“Business” means an organization or group, including but not limited to a business or any other commercial entity, government entity, non-profit organization, or educational institution.

“Compliance Documentation” means as it relates to all Notaries using the Platform: (a) proof of completion of notary course that is required as part of e-Notary process, (b) if required by the applicable state, proof of bond meeting the states minimum required amount, (c) proof of e-Notary approval (or online/remote online notary approval), (d) any other documentation that Notarize reasonably requests to ensure the Platform is operating in compliance with the law, and (e) if required by the applicable state, proof E & O insurance meeting the states minimum required amount. Additionally, Notaries providing services as an independent contractor to Notarize for NOD Services will be required to undergo background checks, take additional Subscriber required training, provide E&O insurance in an amount not less than \$25,000.00 per each occurrence for retail and business Transactions and E&O insurance in amount not less than \$100,000.00 per each occurrence for real estate Transactions (other additional requirements maybe at add based on Subscriber requirements and requests).

“Confidential Information” means information a Disclosing Party discloses or provides to a Receiving Party, or that a Receiving Party accesses from the Disclosing Party in connection with the Services Notarize provides under the terms of this Agreement that meets one of the following two criteria: the Information either (i) is identified by a “CONFIDENTIAL” legend or similar legend of the Disclosing Party, or (ii) is obtained under circumstances such that the Receiving Party knew or reasonably should have known that the Information should be treated as confidential to the Disclosing Party. Subject to the exceptions in Section 5 of the User TOS, Confidential Information includes information in any form or medium (whether oral, written, electronic, or other) and includes inventions; specifications; drawings; models; samples; reports; plans; financial information; work-in-progress; forecasts; computer programs or documentation; trade secrets; know-how; strategies; User Data including any Registered User’s non-public personal information as that term is defined by the Gramm Leach Bliley Act, 15 U.S.C. Sec. 6801 et seq., and all other technical, financial, intellectual or business information or data.

“Document” means a document in electronic form that the Subscriber or a Signatory presents on the Platform to be signed, Notarized or otherwise used in connection with a Transaction or other Services.

“Effective Date” means the date that you register on the Platform or otherwise accept the Services TOU.

“Electronic Notarial Records” means a copy of a recording of the audio-video of the interaction between you and the Signatory, and the information required for the electronic journal of notarial acts

“Entitlement” means the right to use, access, and use the Platform and Services.

“Error” means, with respect to the Services, either (i) a failure or deviation of any portion of the Services to substantially conform to applicable User Documentation, or (ii) an interruption in the availability of the Services outside of Scheduled Downtime.

“Error Correction” means either a modification or addition that, when made or added to the to the Services: (i) removes the Error; (ii) otherwise establishes material conformity of the Services to the applicable User Documentation; or (iii) constitutes a procedure or routine that, when observed in the regular operation of the Services, eliminates the adverse effect of the Error without material loss of performance, function or feature.

“Intellectual Property” or **“Intellectual Property Rights”** means (i) Patent Rights; (ii) rights under trademark law; (iii) rights under copyright law; (iv) rights in trade secrets and other Confidential Information; and (v) other similar rights to exclude another from the use or enjoyment of an asset or process.

“Monthly Minimum Commitment” means the minimum Transactions or other metric specified in the applicable Subscription Plan Order Form.

“Notarization” means an authorized notarial act performed by a Notary according to Applicable Notary Law.

“Notarize” means Notarize, Inc. and its subsidiaries, including Notarize LLC. The terms **“we,” “us,”** and **“our”** refer to Notarize.

“Notary” means an individual commissioned or authorized as a notary public by a United States state, commonwealth or territory to perform Notarizations.

“Notary User” means a Notary that is accessing the Platform to provide Notarizations or other services.

“Other User” means any users that access the Platform in any authorized and lawful capacity or manner, but not related to Transactions. This would include, without limitation, developers accessing an API.

“Patent Rights” means rights under and to patents, patent applications, divisions, continuations, continuations-in-part, reissues, renewals, extensions, supplementary protection certificates, utility models, and the like of such patents and patent applications, and foreign counterparts and equivalents thereof.

“Personal Information” means information that meets the following two criteria: the information (i) is protected under applicable law governing the disclosure, transfer or use of information concerning natural persons, including without limitation the Gramm Leach Bliley Act and its implementing regulations; and (ii) identifies the natural person at issue, including (as determined by applicable law) through such person’s name combined with other information such as the person’s telephone number, postal address, biometric record, driver’s license number, social security number or account number.

“Platform” means (i) the API; (ii) the App; (iii) the Sites; (iv) the Services; and (v) the System, as they each currently exist and as each may be modified by Notarize after the Effective Date.

“Platform Access Fees” means the fees to access the Platform that are set forth in your Subscription Plan Order Form.

“Registered User” means Subscribers, Signatories, Notaries, Witnesses/Participants and Other Users.

“Service Business Day” means, with respect to remote online Notarizations and E-Sign Services provided on the Platform: (i) for Notaries acting in respect to real estate Transactions, 24 hours a day Monday through Friday, EST, and 7:00 AM to 8:00 PM Saturday EST; and (ii) for all other Transactions not described in (i), Notaries and Services are available on a 24/7 basis. Requested Services involving

traditional Notarizations are available during normal business hours, weekday evenings until 8:00 PM local time, and on weekends from 9:00 AM to 6:00 PM local time, subject to advance scheduling.

“Service Provider” means a service provider to Notarize, or an entity whose services or services Notarize resells.

“Services” means the NOD Services, BYON Services, Notary SaaS Services, BYOT Services and any other services and functionalities offered or facilitated by Notarize and provided to a Registered User.

“Signatory” means a person designated by a Subscriber to sign a Document as a principal signer in a Transaction.

“Site(s)” means the Notarize websites.

“Subscriber” means you have registered to obtain Services via the Platform for your individual use or on behalf of another person, business or entity, or if you are acting in an authorized capacity on behalf of another person, business or entity which has registered to obtain Services via the Platform. You are also a Subscriber if you have executed a Subscription Order Form that incorporates the Services TOU.

“Subscriber Systems” means the IT infrastructure you are responsible for obtaining, at your own expense to: (i) deliver Transaction Requests and Transaction Documents to Notarize; (ii) to receive Notarized Documents, E-Signed Documents, or Identity Verification Documents and related information (where applicable) from Notarize, and (iii) engage in other associated interactions with Notarize and the Platform.

“Subscription Plan Order Form” means the Order Form separately executed by Subscriber and Notarize that expressly incorporates the Services TOU and governs your use of the Services.

“Support Services” means the technical and customer support that Notarize provides for the Service according to its standard practices and as more fully specified in a Subscriber’s Subscription Plan.

“System” means the software, business rules, methods, data, know-how, and technology developed or acquired by Notarize to enable the Services it provides (i) to Visitors, Registered Users, and other users; (ii) to its Notaries; and/or (iii) to users of the Verification Portal.

“Transaction” means a specific instance of Services requested by a Registered User or a Subscriber on the Platform. A Transaction will typically involve a Document or set of Documents.

“Transaction Request” means (i) a Subscriber’s request to Notarize for Services together with (ii) the Documents and any other items of User Data appropriate to the Transaction, and (iii) requisite information designating and identifying the Signatory or Signatories and any Witnesses/Participants associated with the Transaction or Documents. A Transaction Request includes a Transaction in which the Subscriber permits its Signatories to directly submit applicable Documents and other requisite information to Notarize.

“Updates” means those additions, enhancements, security patches, new releases and other work product developed by or on behalf of Notarize and that relate to the Services.

“User Data” includes all data and information regarding a Registered User which may be provided by a Registered User, a Subscriber, or gathered by Notarize as part of the Transaction. It includes each Subscriber’s, Signatory’s, Witness’s, Participant’s or Other User’s provision of content, including, but not limited to, Personal Information, Confidential Information, payment information, identity information, credentials, biometric information and documentation, notarial or other Transaction information, Documents, and information obtained and data recorded (including the recording made of the audio-video session between you and a Notary or Identity Verification Designation Agent, if applicable) during a Transaction. User Data may additionally include the metadata associated with a Transaction including a complete history of the Transaction with actions that Registered Users take with regard to a Transaction (e.g. upload a Document, access platform, review, sign, move annotations) as well as, information about those Registered Users or their devices, such as name, email address, IP address, and authentication methods.

“User Documentation” means the documentation set forth HERE.

“Verification Portal” means the Service that provides access to Documents and related session information and records, as Notarize may make available.

“Verification Portal User” means a person or entity that meets the following criteria: (a) is the Subscriber which initiated the subject Transaction or a Signatory of the Documents in the subject Transaction; or (b) has been designated by the Subscriber or its Signatory as having requisite permissions to access the Verification Portal to view Documents and other records of the subject Transaction as displayed on the Verification Portal; or (c) has the requisite access credentials or permissions or is otherwise authorized or permitted by law to view Documents and other records of the subject Transaction as displayed on the Verification Portal.

“Witness/Participant” means if you participate in a Transaction in any capacity in which you are not a Signatory, including for example as a witness to the Signatory’s signature, as a credible witness to the identity of the Signatory, or as an attorney, title agent, realtor or other person who is interested in the Transaction and who is participating in the Transaction with the authorization of and at the request of a Signatory, Subscriber, or other party to the Transaction.

“Workaround” means a temporary bypass, procedure or routine meeting the following three criteria and which is acceptable to Subscriber in its reasonable discretion: the temporary bypass, procedure or routine: (i) when implemented, eliminates the adverse effect of the Error without material loss of performance, function or feature; (ii) its implementation and utilization does not require unreasonable effort by Subscriber; and (iii) is a temporary solution. The term Workaround expressly excludes Error Corrections.

“Your Application(s)” means web or other software services or applications developed by you to interact with the API.