



Bring Your Own Transaction Supplement

Last Modified Date: October 13, 2020

This Bring Your Own Transaction Supplement (“**BYOT Supplement**”) applies to you if you are Notary that is utilizing the Platform to perform Notarizations for Registered outside of the Notary On Demand Service and the Bring Your Own Notary Service. This BYOT Supplement is incorporated into and made a part of the [User Terms of Service](#) (“**User TOS**”) and the [Notary SaaS Supplement](#) (“**Notary SaaS Terms**”) and provides additional terms for the BYOT Services accessed or used by you on the Platform.

1. General.

- a. Capitalized terms not defined here have the same meaning as defined in the [User TOS](#), [Notary SaaS Terms](#) or the [Glossary](#).
- b. In the event of a conflict between this BYOT Supplement and the User TOS or the Notary SaaS Terms, this BYOT Supplement supersedes the User TOS or the Notary SaaS Terms with respect to the BYON Services.
- c. You may use the BYOT service to provide non-real estate related Notarization services to your own customers. Each customer will be required to agree to the Notarize User Terms of Service and will be deemed a “Subscriber”. You are responsible for ensuring each Subscriber you provide services to on the Platform abide by all terms and conditions as they are using the Platform at your request and as part of your business.
- d. Notarize is providing you access to a single seat account, you and only you, may access or use the Notarize System under the terms of this BYOT Supplement. You further understand that Notarize may discontinue providing you access to the Platform for purposes of using the BYOT services at any time, for any reason at its sole discretion.

2. Licenses; Grant of Rights; and Ownership. Notarize License to You for Platform. During the Term and subject to payment of the applicable fees set forth in your agreement governing your access and use of the Platform Notarize grants to you under Notarize’s Intellectual Property Rights, a nonexclusive, non-sublicenseable, non-transferable subscription license to access and use the Platform in the United States, and to permit your Subscribers to access and use the Platform, solely for the purposes allowed under this Supplement. You will be limited to cloud-based access to an instance of the Notarize System that resides in object code form on servers controlled by Notarize; (ii) the access will be via a browser approved by Notarize; and (iii) the Platform will in all respects be the current version generally made available by Notarize to its customers. You must: (a) provide for its own access to the Internet and pay any service fees associated with such access, and (b) provide all equipment necessary to make such connection to the Internet.

3. Payments, Adjustments and Settlement.

Notarize will collect payments owed to you by Subscribers and as your limited payment collection agent and you agree that the receipt of such payments by Notarize satisfies the payer's obligation to you. Notarize reserves the right to adjust or withhold all or a portion of a fee for Notarization services or other payment owed to you (i) if we believe that you have attempted to defraud or abuse a Subscriber, Notarize, or Notarize's payment systems, or (ii) in order to resolve a Registered User complaint (e.g., you failed to properly perform services or violated a Notarial Law). Notarize's decision to adjust or withhold a payment in any way shall be exercised in a reasonable manner. You will be able to set your payment schedule through the Stripe Connect. You acknowledge and agree that all payments owed to you shall not include any interest and will be net of any amounts that we are required to withhold by law.

4. Subscriber Charges. Notarize will charge each Subscriber an amount calculated or determined by Notarize on your behalf for the Notarizations you perform for Subscribers (the "**Subscriber Charges**"). These Subscriber Charges are set as the statutory maximum amount permitted to be charged to Subscriber per initial Notarization and for Transactions requiring more than one (1) Notarization, additional charges will be accrued based on Notarize's then current pricing policy and will match the NOD Services Notarize One Document fee schedule found at <https://www.notarize.com/pricing>.

5. Notarize Vendor Fees. In exchange for your use of the Notarize Platform and the services provided by Notarize to you, you agree to pay Notarize (and permit Notarize to retain) a service fee ("**SaaS Service Fee**") and platform fee ("**Platform Fee**") based on each Notarization you provide. For the term of the Pilot, Notarize will not charge a Platform Fee. For your convenience, Notarize may collect the SaaS Service Fee and applicable event fees from Subscribers on your behalf to offset your payment of such fees to Notarize. The Notarize fees may be communicated to you weekly on an aggregated basis.

6. Payment Processing. Payment processing services are provided by Stripe and subject to the Stripe Connected Account Agreement (currently available at <https://stripe.com/us/connect-account/legal>), which includes the Stripe Services Agreement (currently available at <https://stripe.com/us/legal>) (collectively, the "**Stripe Terms**"). By using the Platform to receive payment proceeds, you agree to be bound by the Stripe Terms, which may be modified from time to time. As a condition of Notarize enabling payment processing services through Stripe, you authorize Notarize to obtain all necessary access and perform all necessary activity on your Stripe Connected Account to facilitate your provision of Notarizations as contemplated by the Agreement and your relationship with Notarize. You further agree to provide accurate and complete information about you and your business and authorize Notarize to share it and transaction information with Stripe for the purposes of facilitating of the payment processing services provided by Stripe. Notarize reserves the right to switch payment processing vendors or use alternate or backup vendors in its discretion and we will provide you notice when if we do change payment processors."

7. Compliance Requirements. Prior to allowing being permitted to access the Platform to provide BYOT Services, you will ensure that you have met the following requirements and will provide Notarize all reasonably requested evidence that you have met the following requirements: (a) you have read and agreed to the Notary SaaS Terms and this BYOT Supplement, (b) you have completed training that is required by Notarize which exhibits your competency and ability to operate on the system in a legally compliant manner, and (c) you have provided to Notarize (or at Notarize's sole discretion, has provided to you on behalf of Notarize) all necessary current Compliance Documentation (and continue to update

as necessary). You acknowledge that during the Term, Notarize may update the requirements with reasonable advance notice to you.

8. Representations and Warranties.

- a. **Your Representations and Warranties.** You represent and warrant that (i) you own all right, title and interest in and to (a) the User Data, or that it has otherwise secured rights in the User Data necessary to permit the access, use and processing of such User Data according to this BYOT Supplement; (b) your Systems; and (c) other resources according to this BYOT Supplement; and, (ii) if applicable, it is duly organized, validly existing and in good standing, and is qualified and/or licensed to do business in all jurisdictions to the extent necessary to carry out its obligations under this BYOT Supplement.
- b. **Notarize Representations and Warranties.** Notarize represents and warrants to you (i) that Platform software will be scanned using commercially available virus scanning and removal software according to good industry practice and frequency; and (ii) that it is duly organized, validly existing and in good standing, and is qualified and/or licensed to do business in all jurisdictions necessary to carry out its obligations as a provider of software services under this BYON Supplement.

9. Indemnifications.

- a. **Indemnification by You.** You agree to indemnify, defend and hold harmless Notarize from and against any demand, suit, action or other claim that is related to or arises from your User Data, your Systems, a breach of this BYOT Supplement by you or your Subscribers, or anyone accessing or user your account, negligence or more culpable act or omission (including recklessness or willful misconduct by you, your employees, contractors or agents, or any third party on behalf of you), in connection with this BYOT Supplement or its failure to comply with applicable law (each a “Notary-Related Claim”), and, subject to the damage limitations, to indemnify Notarize for settlement amounts or damages, liabilities, costs and expenses (including reasonable attorneys’ fees) awarded and arising out of any such Notary-Related Claim.
- b. **Intellectual Property Indemnification by Notarize.** Notarize agrees to defend you against any demand, suit, action or other claim by a third party that the Platform or Services misappropriate or infringe the intellectual property rights of such third party (each a “Notarize-Related IP Claim”), and to indemnify you for settlement amounts or damages, liabilities, costs and expenses (including reasonable attorneys’ fees) awarded and arising out of any such Notarize-Related IP Claim. Notarize will be entitled, at its option, to (i) modify the Platform or Services to resolve such third party infringement claims, provided such modifications do not materially degrade the features or performance of such Services; (ii) obtain for you a license to continue using the infringing Services; or (iii) terminate all of your licenses to use the Services. If Notarize is unable at reasonable effort or expense to implement (i) and (ii) above, and therefore implements (iii), then you will be entitled to a pro-rata refund of its most recent period fee charged and paid in advance, representing the unused portion of its most recent periodic payment under its then-current Order Form or other Agreement. The foregoing states the entire liability of Notarize, and your exclusive remedy, with respect to actual or alleged violation

of third party intellectual property rights by the Platform or other performance by or deliverable from Notarize under this BYOT Supplement or any other agreement between you and Notarize.

- c. **Conditions to Indemnification.** The indemnifying party's obligations hereunder are conditioned on (i) the party seeking indemnification providing prompt written notice thereof and reasonable cooperation, information, and assistance in connection therewith (at the indemnifying party's expense) and (ii) the indemnifying party having sole control and authority to defend, settle or compromise such claim. The indemnified party may participate in the defense at its sole cost and expense. The indemnifying party will not enter into any settlement that adversely affects the indemnified party's rights or interest without its prior written approval, not to be unreasonably withheld. The indemnifying party will not be responsible for any settlement it does not approve in writing.

10. Limitation on Remedies.

- a. **Consequential Damages Waiver.** In no event will either party be liable to the other party for any indirect, incidental, punitive, special, or consequential damages of any kind or nature whatsoever, including without limitation any claim of loss of profits or arising out of loss of data, loss or interruption of use, cost to procure substitute technologies or goods or services, or any other indirect or consequential economic loss, even if such party has been advised of the possibility of such losses or damages.
- b. **General Limitation of Liability.** In no event will the liability of a party, in the aggregate respecting any and all claims arising out of or relating to this BYOT Supplement, \$10,000.00. These limitations are independent, not in addition to, all other provisions of this BYOT Supplement, the User TOS and the Notary SaaS Agreement and will apply notwithstanding the failure of any remedy provided herein.
- c. **Exclusions. THE LIMITATIONS AND EXCLUSIONS SET FORTH IN SECTIONS 10.a. AND 10.b. WILL NOT APPLY TO THE FOLLOWING: THE INDEMNIFICATION OBLIGATIONS IN SECTIONS 9.a A OR CLAIMS DUE TO GROSS NEGLIGENCE OR WILLFUL MISCONDUCT BY YOU.**

11. Survival Provisions. The following will survive the termination or expiration of the Agreement for whatever reason or cause: Sections 9, 10, and 11 of this BYOT Supplement and any other that may be reasonably interpreted as surviving termination or expiration of this Supplement) will survive the termination or expiration of this Supplement.

Copyright 2020 Notarize. All rights reserved.