



Notary SaaS ("Software as a Service") Supplement

Last Modified Date: October 13, 2020

This Notary SaaS Service Supplement ("**Notary SaaS Supplement**") applies to you if you are Registered User that is utilizing the Platform to access Notary SaaS to perform Notarizations or act in your capacity as a Notary on behalf of yourself, Notarize or a Business. This BYOT Supplement is incorporated into and made a part of the [User Terms of Service](#) ("**User TOS**") and provides additional terms for the Notary SaaS services accessed or used by you on the Platform.

The following terms are applicable to you if you are accessing the Notary SaaS in any capacity on the Platform.

1. General.

- a. Capitalized terms not defined here have the same meaning as defined in the [User Terms of Service](#) (User TOS) or the [Glossary](#).
- b. In the event of a conflict between this Notary SaaS Agreement and the User TOS, this Notary SaaS Agreement supersedes the User TOS with respect to the Notary SaaS services.

2. Obligations of Notary.

- a. If you are accessing the Platform in your capacity as an Authorized Notary then You are agreeing that Notarize is your authorized notarization services vendor and has the right to hold your Electronic Notarial Records on your behalf.
- b. You acknowledge and agree that you are providing Notarizations on behalf of Registered Users whom have requested such Notarizations. Unless you have entered into a written direct employment agreement signed by an authorized individual at Notarize, you acknowledge that by entering into this Notary SaaS Agreement you are further acknowledging and agreeing that is not an employment agreement, and does not create an employment or worker relationship between you and us.
- c. You will observe and act in accordance with Notarize'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.
- d. FOR PERFORMING NOTARIZATIONS IN ACCORDANCE WITH APPLICABLE NOTARIAL LAW AND FOR ENSURING YOU UNDERSTAND, AND CAN COMPLY WITH, APPLICABLE NOTARIAL LAW, INCLUDING WHAT ACTS CAN OR CANNOT BE PERFORMED USING AUDIO-VIDEO

COMMUNICATION TECHNOLOGY. NOTARIZE WILL PROVIDE YOU REASONABLE WITH TRAINING ON HOW TO USE THE PLATFORM TO THE EXTENT REQUIRED BY APPLICABLE NOTARIAL LAW.

- e. YOU ARE AUTHORIZED TO ACCESS AND PERFORM ELECTRONIC NOTARIAL ACTS USING THE NOTARIZE PLATFORM ONLY WHILE: (i) YOU ARE DULY COMMISSIONED OR REGISTERED AS AN E-NOTARY (OR ONLINE NOTARY IF APPLICABLE) AS REQUIRED BY THE STATE IN WHICH YOU WILL BE PERFORMING REMOTE NOTARIAL SERVICES ON THE PLATFORM, (ii) YOU HAVE A VALID DIGITAL CERTIFICATE, AND (iii) ONLY FOR NOTARIAL ACTS PERFORMED BY YOU WHILE YOU ARE PHYSICALLY LOCATED IN THE STATE IN WHICH YOU RECEIVED YOUR E-NOTARY, ONLINE OR OTHER COMMISSION OR REGISTRATION THAT IS REQUIRED TO PERFORM REMOTE E-NOTARIAL ACTS IN SAID STATE. (THE REGISTERED USER MAY CONNECT WITH YOU OVER THE AUDIO/VIDEO LINK, FROM INSIDE OR OUTSIDE OF THE STATE IN WHICH YOU ARE COMMISSIONED AND LOCATED.) YOU MAY NOT ACCESS OR USE THE PLATFORM TO PERFORM ELECTRONIC NOTARIAL ACTS WHEN YOU ARE PHYSICALLY OUTSIDE OF THE STATE IN WHICH YOU ARE DULY COMMISSIONED OR REGISTERED TO PERFORM NOTARIAL ACTS REMOTELY.

3. Record Retention. Notarize will store a copy of a recording of the audio-video of the interaction between you and the Signatory, and will maintain the information required for the electronic journal of notarial acts (collectively “**Electronic Notarial Records**”) as required by Applicable Notarial Law. Notarize will maintain your Electronic Notarial Records on your behalf, and they will be accessible to you and your successors after you cease to use the Platform. Notarize will serve as your backup notarial records provider as required by Applicable Notarial Law. In addition to all other rights granted in the Privacy Policy, you expressly permit Notarize to provide Registered Users and third parties your email address associated with your account so that the Registered User or third party may contact you directly about a Transaction you completed services for on the Platform, such inquiry may include a request for your Electronic Notarial Records. It is your duty to understand Applicable Notary Law and to determine when you can provide any information requested from a Registered User or a third party.

4. Term; Termination. Either party may terminate this agreement upon notice to the other party. In the event of termination by either party, You will still be able to access your notarial records that Notarize is maintaining on your behalf unless you have otherwise opt’ed to remove your journal from the Notarize Platform.

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