



NOTARIZE ACCEPTABLE USE POLICY

Last Modified Date: October 13, 2020

If you are using any Notarize Services, this Notarize Acceptable Use Policy ("**AUP**") applies to you. Every User of ours agrees to abide by this AUP and is responsible for any violations. You are not allowed to assist or engage others in a way that would violate this AUP. We will enforce and ensure compliance with this AUP by using methods we consider to be appropriate, such as complaint and email failure monitoring. We may also suspend or terminate your use of Notarize Services pursuant to our [Universal Terms of Use](#) for violations of this AUP.

We periodically update these terms and we will let you know when we do by posting a revised copy on our website. You agree to review the AUP on a regular basis and always remain in compliance.

1. You agree not to:

- a.** use the Notarize Services in a way that impacts the normal operation, privacy, integrity or security of another's property. Another's property includes another's account(s), domain name(s), URL(s), website(s), network(s), system(s), facilities, equipment, data, other information, or business operations;
- b.** use or launch any automated system, including, "robots," "spiders," or "offline readers," that sends more request messages to our servers in a given period of time than a human can reasonably produce in the same period by using a conventional browser;
- c.** use the Notarize Services in any manner that damages, disables, overburdens, or impairs any of our websites or interferes with any other party's use of the NotarizeService;
- d.** attempt to gain unauthorized access to the Notarize Service;
- e.** access the Notarize Services other than through our interface;
- f.** use the Notarize Services to gain unauthorized access to, use, monitor, make an unauthorized reference to, another's property, unless you have the appropriate express prior consent to do so; or
- g.** use the Notarize Services in a way that causes or may cause any Notarize IP addresses, Notarize domains, or Notarize customer domains to be blacklisted. Examples of prohibited actions include (without limitation) include hacking, spoofing, denial of service, mailbombing and/or sending any email that contains or transmits any virus or propagating worm(s), or any malware, whether spyware, adware or other such file or program. These restrictions apply regardless of your intent and whether or not you act intentionally or unintentionally.

2. Proper Usage of the Notarize Service.

- a.** In addition, and without limiting the other requirements in this AUP, you may not (directly or indirectly) use the Notarize Services with content, or in a manner that:
 - i.** is threatening, abusive, harassing, stalking, or defamatory;
 - ii.** is deceptive, false, misleading or fraudulent;
 - iii.** is invasive of another's privacy or otherwise violates another's legal rights (such as rights of privacy and publicity);
 - iv.** contains vulgar, obscene, indecent or unlawful material;
 - v.** infringes a third party's intellectual property right(s);
 - vi.** publishes, posts, uploads, or otherwise distributes any software, music, videos, or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you have all necessary rights and consents to do so;

- vii. uploads files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another person's computer;
- viii. downloads any file that you know, or reasonably should know, cannot be legally distributed in that way;
- ix. falsifies or deletes any author attributions, legal or proprietary designations, labels of the origin or source of software, or other material contained in a file that is uploaded;
- x. restricts or inhibits any other user of the Notarize Services from using and enjoying our website and/or the Notarize Services;
- xi. harvests or otherwise collects information about others, including e-mail addresses, without their consent;
- xii. violates the usage standards or rules of an entity affected by your use, including without limitation any ISP, ESP, or news or user group (and including by way of example and not limitation circumventing or exceeding equipment use rights and restrictions and/or location and path identification detail);
- xiii. is legally actionable between private parties;
- xiv. is in violation of any applicable local, state, national or international law or regulation, including all export laws and regulations and without limitation the Controlling the Assault of Non-Solicited Pornography and Marketing Act (CAN-SPAM Act) (15 U.S.C. § 7701 et seq.), the U.S Telephone Consumer Protection Act of 1991 (47 U.S.C. § 227), the Do-Not-Call Implementation Act of 2003 (15 U.S.C. § 6152 et seq.; originally codified at § 6101 note), and the General Data Protection Regulation (2016/679).
- xv. encourages, promotes, facilitates or instructs others to engage in illegal activity;
- xvi. promotes, encourages, or facilitates: hate speech, violence, discrimination based on race, color, sexual orientation, marital status, gender or identity expression, parental status, religion or creed, national origin or ancestry, sex, age, physical or mental disability, veteran status, genetic information, citizenship and/or any other characteristic protected by law.

b. If you use any of our developer tools including Application Programming Interfaces (“APIs”), developer tools, or associated software, you will comply with our [API Supplement](#).

c. You will use the Notarize Services for your internal business purposes and will not: (i) willfully tamper with the security of the Notarize Services or tamper with our customer accounts; (ii) access data on the Notarize Services not intended for you; (iii) log into a server or account on the Notarize Services that you are not authorized to access; (iv) attempt to probe, scan or test the vulnerability of any Notarize Services or to breach the security or authentication measures without proper authorization; (v) willfully render any part of the Notarize Services unusable; (vi) lease, distribute, license, sell or otherwise commercially exploit the Notarize Services or make the Notarize Services available to a third party other than as contemplated in your subscription to the Notarize Services; (vii) use the Notarize Services for timesharing or service bureau purposes or otherwise for the benefit of a third party; or (viii) provide to third parties any evaluation version of the Notarize Services without our prior written consent.

3. Notarize Trademark Use. Unless you have our express prior written permission, you may not use any name, logo, tagline or other mark of ours or the Notarize Services, or any identifier or tag generated by the Notarize Services, including without limitation: (a) as a hypertext link to any website or other location (except as provided for or enabled expressly by us); or (b) to imply identification with us as an employee, contractor, agent or other similar representative capacity. You also agree not to remove or alter any of these items as we may have provided or enabled.

- 4. General Terms.** Notarize has no responsibility for any information created, uploaded, stored, maintained, transmitted, or accessible on or through the Services or infrastructure used for the Services, and is not obligated to monitor or exercise any editorial control over such information. We may immediately suspend your access to the Notarize Services if you breach this AUP or don't respond to us in a reasonable period after we've contacted you about a potential breach of this AUP. We may also suspend your access as we explain in our Universal TOU and Services Terms of Use and, if you breach this AUP, we may terminate your subscription agreement for cause. Notarize also reserves the right to implement technical mechanisms to prevent AUP violations. You acknowledge we may disclose information regarding your use of any Notarize Services to satisfy any law, regulation, government request, court order, subpoena or other legal process. If we make this type of required disclosure we will notify you, unless we are required to keep the disclosure confidential.

 - a.** We are not obligated to, but may choose to, remove any prohibited materials and deny access to any person who violates this AUP. We further reserve all other rights.

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