
PROOF GLOSSARY

“Additional Fee” means the Fees for Services or add-ons performed by Proof upon request, which are in addition to the Services included in the Subscription Plan. Services subject to Additional Fees may include, but are not limited to, additional Notary Seals per Transaction, additional Signatories per Transaction, per-Document fees, and training.

“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 you 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.

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

“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, client lists, 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.

“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.

“eSign Services” means Proof’s facilitation of electronic signatures on Documents through the Platform and provision of Verification Portal access to Verification Portal Users.

“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 or Supplement.

“In-House Notary” means a Notary provided access to the Platform by a User for the purpose of providing Notarizations and related services in connection with a Transaction.

“In-House Notary Services” means Proof’s provision of Platform access to Subscribers for the purpose of procuring Notarizations, eSign Services, and related services from In-House Notaries.

“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.

“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.

“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” 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.

“On-Demand Notary” means a Notary matched to a Subscriber through Proof’s “on-demand” network for the purpose of providing On-Demand Notary Services to the Subscriber.

“On-Demand Notary Services” means authentication services, Notarizations, and related ancillary services On-Demand Notaries provide through the Platform in connection with a Transaction.

“Order Date” means, for specific Services, either (a) the Order Date 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.

“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 Access Fee” means a fee a User pays to Proof for access to the Platform.

“Professional Services” means the implementation, general consultancy, computer systems analysis, design, programming, training, project management and any related professional services and deliverables that Proof provides to Subscribers as described in the Order Form.

“Proof” means Notarize, Inc. (dba Proof.com), a Delaware corporation with a principal business address of 867 Boylston Street, 5th Floor #1656, Boston, MA, 02116, and its subsidiaries.

“Proof Content” means all information, documents, writings, images, works, or other material that User accesses through the Platform, excluding User Data.

“Proof Services” means electronic signature services that are preceded by the User’s completion of an identity proofing process as available in the Platform and selected by the Subscriber.

“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.

“RE Services” means On-Demand Notary Services, In-House Notary Services, Notary Business Account Services, eSign Services, and any other services and functionalities offered or facilitated by Proof on the real estate 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.

“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, which affects the confidentiality, integrity, or availability of User Data.

“Services” means On-Demand Notary Services, In-House Notary Services, Proof Services, eSign Services, Notary Business Account Services, RE Services, Professional Services, Support Services, and any other services offered or facilitated by Proof and provided to User.

“Site” means the Proof and the Notarize website.

“Subscriber Data” means 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 Transaction 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, signing, and move annotations), or De-Identified Data (as defined in the Data Privacy Supplement).

“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 the supplier.

“Title Agent” is a title, settlement, or escrow User who provides RE Services.

“Transaction” means (a) a singular session of On-Demand Notary Services, In-House Notary Services, or RE Services, (b) a request for eSign Services, or (c) a request for Proof 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 non-RE Transaction Fee for a Notarization on the Platform includes (a) one unified signing session with a Notary; (b) up to two Signatories; (c) as many Participants as the Platform supports at that time; (d) one or more e-signed documents; and (e) one notary Seal. A Transaction Fee for eSign Services includes one or more electronic signatures. A Transaction Fee for Proof Services includes identity proofing of one User using one or more available identity proofing techniques and one or more electronic signatures.

“User Data” means information provided by User as part of a Transaction, and includes Personal Information, Confidential Information, payment information, identity information, credentials, biometric information and documentation, and Transaction 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, signing, and move annotations), or De-Identified Data (as defined in the Data Privacy Supplement).

“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.

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