



IN-HOUSE NOTARY SUPPLEMENT

This In-House Notary Supplement is attached to and incorporated into the [Proof General Terms](#) (“**General Terms**”). Capitalized terms not otherwise defined have the meanings given in the General Terms, the [Proof Glossary](#), or the Order Form.

1. **Applicability.** This In-House Notary Supplement applies to Subscribers who procure Notarizations and related services from In-House Notaries through the Platform in connection with a Transaction.
2. **In-House Notary Access.** In addition to Subscriber’s access rights under Section 2 (Access) of the Subscriber Supplement, during the Subscription Period Subscriber may allow In-House Notaries to access and use the Platform in connection with Notarize via In-House Notary included in Subscriber’s Subscription Plan on a non-exclusive, non-transferable, limited basis, solely in connection with a Transaction, for the Subscriber’s own internal business purposes. Subscriber is responsible for ensuring that In-House Notaries comply with the Agreement.
3. **Compliance.** Prior to allowing an In-House Notary to access the Platform, Subscriber will ensure that the In-House Notary has (a) agreed to the General Terms and Notary User Supplement by registering an Account ID and (b) provided updated copies of any Compliance Documentation Proof reasonably requires. “**Compliance Documentation**” means In-House Notary’s (i) proof of completion of training required by Proof or Applicable Notary Law, (ii) proof of sufficient bond if required by Applicable Notary Law, (iii) proof of eNotary approval (or online/remote online notary approval), (iv) proof of sufficient E&O insurance if required by Proof or Applicable Notary Law, and (v) any other documentation that Proof reasonably requires to ensure the Notary or Platform complies with legal and compliance requirements. Proof may update Compliance Documentation requirements with reasonable advance notice to Subscriber. In addition, Subscriber will ensure that In-House Notaries observe and act in accordance with Proof’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. Subscriber is responsible for the acts and omissions of In-House Notaries who access the Platform in connection with Subscriber Services.
4. **Representations and Warranties.** Subscriber represents and warrants that In-House Notaries (a) are duly commissioned Notaries and (b) have passed (and will continue to pass) background checks to confirm compliance with the current version of the National Notary Associations National Signing Agent background criteria, or other criteria permitted by Proof.
5. **Fees Not Billable To Subscriber’s Customers.** Subscriber acknowledges that Notarize via In-House Notary Fees are technology fees, not fees for Notarization services. If Subscriber passes the cost of Notarize via In-House Notary on to a customer, then (a) Notarize via In-House Notary Fees will not be billed to the customer as a standalone line item and (b) any related documentation Subscriber provides to the customer must not show Proof as a payee. It is Subscriber’s duty to understand Applicable Notary Law, including fees that may be charged for Notarizations.
6. **Survival.** The following Sections of this In-House Notary Supplement survive termination of the Agreement: 5 (Fees Not Billable to Subscriber’s Customers).

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