

Policies & Procedures

Pricing: One Notary Public Signature and Seal = One Notarization or Commissioning Service

For the purposes of this policy, the terms “E-Signature” and “Digital Signature” shall have the same meaning.

One Notary Public Signature and Seal = One notarization or commissioning service, regardless of the number of pages in the digital or printed document, or the number of times the client signs.

For example, a single document may require NotaryPro to add two notary public signatures. NotaryPro considers this “Document” to be two notarization services, and therefore is charged as such.

- First Digital Notary Signature and Seal = \$40.95 plus HST
- Additional Digital Notary Signature and Seal = \$40.95 each plus HST
- First In-Person Notary Signature and Seal = \$45.95 plus HST
- Additional In-Person Notary Signature and Seal = \$30.95 each plus HST
- All prices are subject to change. View current service prices.

ID CARD POLICY: ID must be presented for all services

During any service or meeting with NotaryPro or its agents, you shall present valid, non-expired, government-issued photo ID (identification cards) for review, which is not expired and is valid for use.

FAILURE TO PHYSICALLY PRESENT A VALID PHOTO ID CARD DURING ANY APPOINTMENT WILL RESULT IN THE CANCELLATION OF THE APPOINTMENT.

Consent to receive email communications

You consent to receive email communications from NotaryPro and/or its partners, and understand that you can unsubscribe at any time.

Privacy

You agree that copies/scans of your identification and notarized or commissioned documents may be retained for the purpose of compliance with the rules of the relevant governing Law Societies in Canada and/or the United States.

Personal information

You agree that your personal information will be kept private and confidential and will not be shared with third parties except as expressly authorized.

Collection of Personal Information in accordance with PIPEDA

When using our website, we can collect personal information about you when you send us an e-mail or fill out our online appointment request form.

"Personal information" includes any information about an identifiable individual, such as your home address, telephone number or personal e-mail address.

"Personal information" does not include business contact information such as your name, title, position or business address. We will assume that the information you provide us through this site is business contact information, unless you notify us otherwise. The information provided by you through our website may be used to improve our communications with you, including responding to your inquiries, setting up appointments, or sending you information that we believe will be of interest to you. We may also share your information with those whom we have commercial relationships to improve the technical, functional, and content aspects of our site. As with most other commercial websites, we do track user trends and preferences by using a browser feature called 'cookies'. Cookies, which increase the efficiency in exploring a site, are small text files that contain unique identification numbers. The first time you visit a

website, a cookie is sent to the hard drive of your computer so that the website can recognize you as a unique user. In addition to using cookies as described above, we also use Google AdWords Remarketing tracking cookies to display relevant ads tailored to you based on parts of our website you have visited. This allows us to reach out and offer our services to those who have shown previous interest in NotaryPro Canada's services.

The use of cookies provides non-personal information, such as the Internet service provider domain name, the time and duration you visited pages on our website, and the type of browser and operating system you use to visit our site. However, we will not be able to collect personal information such as names and addresses when using cookies. Although most browsers are set up automatically to receive cookies, you can reset your browser to notify you when a cookie is being sent or you may refuse all cookies. Users may also opt out of Google's use of cookies by visiting the Google advertising opt out page.

No lawyer-client or paralegal-client relationship

You agree and acknowledge that no lawyer-client, or paralegal-client relationship is established in any way whatsoever by using NotaryPro's services. You understand that NotaryPro is not a law firm and cannot provide legal advice under any circumstances.

No witnesses

You understand that NotaryPro notaries cannot guarantee witnesses for in-person notary appointments.

Do not sign in advance

You agree NOT to sign your document before any online or in-person appointment. You understand that you must sign in front of the Notary Public.

Accuracy

You agree you are 100% responsible for the accuracy, completeness and truth of the contents of my document. You understand that NotaryPro cannot help, advise or guide you to complete or fill out document(s), under any circumstances.

Prohibited documents

The following document requires in-person notarization and cannot be completed online via video call:

- Identification
- Passport and Passport Applications
- Trusts (including testamentary trusts)
- Negotiable Instruments (Cheques, Promissory Notes, Loan Agreements, etc)
- Payment Bond or letter of credit
- A document of title (eg bill of sale, deed), except a contract of carriage (see s.31 of the Ontario Electronic Commerce Act, 2000)
- Certified true copies of original physical paper/printed documents
- Wills and Powers of Attorneys must be signed on pen and paper over video call using our Virtual Witnessing Service. Visit <https://www.notarypro.ca/vws> to book your appointment.

Refunds – Remote Online Services Only

Type of Issue	Description	Policy
Company Error	Your NotaryPro service provider makes a mistake or oversight (ie incorrect date, name) on the document resulting in	NotaryPro will re-sign the document for resubmission to the recipient.

	the recipient rejecting the document. You must provide written proof of the rejection.	If the document is rejected a second time, 100% refund <i>minus the instant service fee, if applicable.</i>
Client Error	<p>Your document contains:</p> <ul style="list-style-type: none"> • Errors or typos that were missed by you prior to the appointment. • Uploaded the wrong document and proceeded with signing. • Failed to confirm with your recipient that they would accept electronic signatures. 	<p>Non-refundable.</p> <p><i>If the document is eligible for virtual signing, we can offer a discounted rate on the re-signing.</i></p>
Client Oversight	<p>Your Document is a prohibited document (ID/Passport, Physical documentation).</p> <p>Your document needs a wet-ink signature and you decline to schedule a new appointment within our network.</p> <p><i>(If you submitted a document that requires wet ink signature(s) and</i></p>	<p>Partial refund minus 25% cancellation fee</p> <p>OR</p> <p>Credit applied to the IPN appointment booked, if applicable.</p> <p><i>The Instant Fee of \$8.95, charged at the time of booking an instant notary service, is a non-refundable processing fee for our on-demand service. This fee</i></p>

	<p><i>we are unable to schedule you a new signing appointment due to not having providers within our network in your area, you will receive 100% refund)</i></p> <p>If you reschedule the same appointment three or more times, NotaryPro will charge a cancellation fee.</p>	<p><i>helps facilitate efficient service direction and ensures you are guided to the appropriate notarial service.</i></p>
<p>Document rejected by recipient</p>	<p>The document was rejected by the recipient. You notified NotaryPro within 48 hours of the rejection and provided written proof of the rejection.</p>	<p>Upon reviewing proof of the rejection of the document, NotaryPro will contact the recipient to advocate for the authenticity of the document.</p> <p>If the recipient refuses to accept the document, and in-person service is not possible, a 100% refund, <i>minus the instant fee is applicable</i>, will be applied.</p> <p>Any rejection of a document that is older than 90 days is not eligible for a refund but can have a re-signing at a discounted rate depending on our discretion.</p>

No show with prepaid appointment	You fail to join or attend the scheduled appointment. This is considered a “no-show”.	Non-refundable, with option to reschedule appointment to complete service.
Client Cancellation	You canceled your appointment with either more or less than 48 hours' notice and did not rebook.	<p>100% refund if cancelled more than 48 hours before appointment time.</p> <p>Full refund minus 25% service/cancellation fee, <i>and minus the instant fee if applicable</i>, if cancelled less than 48 hours before appointment time.</p>

Key Terms Before Your Appointment:

Your time is valuable. That's ours. When you book an appointment in our calendar, we commit to allocating time exclusively to you and your notarization needs. This is time that cannot be devoted to another client. If you do not show up for your scheduled appointment, we lose the ability to meet with another client willing to pay for our services at that time.

Accordingly, by agreeing to book any appointment with NotaryPro – whether by phone, text message, email, in person, or the online booking form – all clients agree to the following terms:

No-Show Policy:

You agree that if you do not show up to your scheduled appointment and do not provide advance notice to NotaryPro that you will not be showing up, NotaryPro May:

invoice you the cost of one document notary service (View our prices) as payment for your missed appointment. All “No Show” invoices will be sent via the Square payment service. Payment can be made by credit card, or e-transfer to info@notarypro.ca

OR, if you pre-paid for your service, including Remote Online Notary services, NotaryPro will not provide a refund and shall retain your payment unless you contact NotaryPro to explain the reason for not showing up the appointment.

Cancellation Policy:

We understand that plans change and that life happens.

100% refund if canceled more than 48 hours before appointment time.

Full refund less 25% if canceled less than 48 hours before appointment time.

Failure to provide adequate notice (such as by calling after your scheduled appointment) may result in NotaryPro issuing you a No Show invoice.

Rescheduling Policy:

If you cannot or do not show up for an appointment but provide us with advance notice of your desire to reschedule, NotaryPro will agree to one (1) rescheduling without issuing a “No Show” invoice. Subsequent cancellations or no shows will result in a “No Show” invoice being issued by NotaryPro.

1. The remote execution of Wills and Powers of Attorney (hereinafter referred to as “Documents”) shall be governed by the relevant provisions of the Succession Law Reform Act and the Substitute Decisions Act of Ontario (hereafter, the “Applicable Law”).
2. NotaryPro and its licensed agents (hereafter, “NotaryPro”) shall provide remote notary services through the website www.notarypro.ca (hereinafter referred to as the “Website”) in accordance with the applicable laws and regulations of Ontario.
3. NotaryPro shall ensure that the remote execution of Documents complies with all legal requirements, including but not limited to the verification of identity, signature, and the presence of all necessary parties as required by the Applicable Law.
4. The Website shall provide a secure and confidential platform for the remote execution of Documents, maintaining the privacy and integrity of all parties involved.
5. NotaryPro shall exercise due diligence and professional care in the execution of remote notary services, ensuring the accuracy and validity of all Documents executed through the Website.

6. Any disputes arising out of or in connection with the remote execution of Documents shall be subject to the exclusive jurisdiction of the courts of Ontario.
7. NotaryPro shall keep accurate records of all remote notary transactions conducted through the Website, in compliance with the record-keeping requirements imposed by the applicable laws and regulations.
8. NotaryPro shall promptly notify the relevant authorities in the event of any suspected fraudulent or unlawful activities related to the remote execution of Documents.
9. The terms and conditions governing the remote execution of Wills and Powers of Attorney shall be subject to periodic review and amendment, as required by changes in legislation or regulatory requirements.
10. By accessing and utilizing the remote notary services provided through the Website, all parties involved acknowledge and accept these terms and conditions, and agree to abide by the applicable laws and regulations of Ontario.

NO LEGAL ADVICE AND NO RETAINER RELATIONSHIP:

11. NotaryPro, operating under the legal name NotaryPro Technologies Inc., provides remote notary services through the Website solely as a facilitator of the execution process. NotaryPro does not provide legal advice or act as a legal representative for any party utilizing the remote execution services.
12. By accessing and utilizing the remote notary services provided through the Website, all parties acknowledge and understand that NotaryPro and its representatives are not acting as their legal counsel or advisors. No attorney-client relationship or retainer agreement is established between NotaryPro and the parties involved by virtual of the remote execution of Documents.
13. It is the sole responsibility of the parties involved to seek independent legal advice regarding the execution and legal implications of the Wills and Powers of Attorney. The parties acknowledge that they have had the opportunity to consult with independent legal counsel and have chosen to proceed with the remote execution of Documents without such advice.

14. The parties further acknowledge that any information provided by NotaryPro or its representatives during the remote execution process is for general informational purposes only and should not be construed as legal advice. NotaryPro assumes no liability for any reliance placed on such information.
15. The parties agree to hold NotaryPro and its representatives harmless from any claims, demands, or actions arising out of or in connection with the remote execution of Documents, including but not limited to any loss, damage, or liability resulting from the lack of legal advice or the absence of a retainer relationship.
16. This clause shall survive the termination or expiration of the remote execution services provided through the Website and shall be binding upon the parties and their respective successors, assigns, and legal representatives.
17. The parties acknowledge that they have read and understood this clause, and by proceeding with the remote execution of Documents, they expressly agree to be bound by its terms and conditions.

CLIENT REFERRALS AND PRICING:

18. In the event that a client is referred to NotaryPro via a law firm or other third party, the pricing for the remote execution of Documents shall be determined by NotaryPro, unless otherwise negotiated between the referring party and NotaryPro.
19. NotaryPro reserves the right to determine the pricing to be charged to the Client for the remote execution of Documents, unless otherwise negotiated between NotaryPro and the Client.
20. The Client acknowledges and agrees that any pricing or fee arrangements negotiated between the referring party and NotaryPro shall not create any rights or obligations between NotaryPro and the Client, unless expressly agreed to in writing by NotaryPro and the Client.
21. The terms and conditions regarding referral and pricing shall apply to all Clients, regardless of whether they were referred to NotaryPro by a law firm or other third party.

22. NotaryPro reserves the right to modify the pricing for the remote execution of Documents at any time, provided that any changes to the pricing shall be communicated to the Client in writing prior to the execution of Documents.
23. The Client acknowledges that by accessing and utilizing the remote notary services provided through the Website, they agree to be bound by the pricing determined by NotaryPro, unless otherwise negotiated as per the terms set forth in this clause.