

Remote Online Notary Service – Terms of Use

By using NotaryPro's remote online notary services ("**RON Services**"), you agree to the following terms and conditions.

Nature of Relationship

I agree that:

- no lawyer-client or paralegal-client relationship exists between NotaryPro and myself as a result of the RON Services;
- I have not been given, nor have I sought, any legal advice from the Notary Public, NotaryPro, or any NotaryPro affiliates, relating to the contents of my document(s) and/or RON Services;
- the responsibility, if any, for the giving of legal advice and counsel remains with my own lawyer/paralegal/solicitor/attorney, if any, and where applicable;
- at all times, under any appointment or RON Services type, the Notary is acting solely and exclusively in their capacity as Notary Public, and not in any capacity as lawyer, paralegal, legal counsel, or attorney.

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.](#)

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 the recipient rejecting the document. You must provide written proof of the rejection.	NotaryPro will re-sign the document for resubmission to the recipient. If the document is rejected a second time, 100% refund <i>minus the instant service fee, if applicable.</i>
Client Error	Your document contains: <ul style="list-style-type: none">• Errors or typos that were missed by you prior to the appointment.• Uploaded the wrong document	Non-refundable. <i>If the document is eligible for virtual signing, we can offer a discounted rate on the re-signing.</i>

	<p>and proceeded with signing.</p> <ul style="list-style-type: none"> Failed to confirm with your recipient that they would accept electronic signatures. 	
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 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>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 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>
<p>No show with prepaid appointment</p>	<p>You fail to join or attend the scheduled appointment. This is considered a “no-show”.</p>	<p>Non-refundable, with option to reschedule appointment to complete service.</p>
<p>Client Cancellation</p>	<p>You canceled your appointment with either more or less than 48 hours' notice and did not rebook.</p>	<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</i></p>

		<i>if applicable</i> , if cancelled less than 48 hours before appointment time.
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Online Notary and Electronic Signature Services (Includes Refund Policy)

I agree that:

- My document will be commissioned/signed/executed digitally and that all signatures will be applied digitally;
- the Notary Public's seal/stamp will be applied digitally and that no physical paper copy is produced by NotaryPro, its affiliates, agents or authorized representatives;
- Each time the Notary Public adds their digital signature and seal, this is considered a digital notary service and is therefore charged accordingly. For greater clarity, [View our prices.](#)
- **Responsibility for Acceptance of E-Signature:** it is my responsibility (you, the client) to ensure that the recipient of my digitally/electronically signed and/or digitally commissioned document will accept the digital/electronic signature and digital commissioning of my document and I confirm that the document(s) do not require an in-person pen and paper notarization;
- A video and audio recording of my meeting with the Notary may be saved, stored and documented by NotaryPro. Such recordings are maintained for the protection of my information, quality assurance and training purposes, fraud prevention, and/or otherwise required to be provided or produced by law.

I agree that:

- By using the RON Services, I agree that NotaryPro reserves the right to set, change and revise all pricing for the RON Services at any time, without notice.

- The total amount shown when you book any appointment for RON Services shall be the amount payable by you, subject to confirmation, review and revision by NotaryPro in the event additional RON Services are required to complete the service request.
- The pricing reflected on the NotaryPro website shall apply to the date that RON Services are rendered.
- NotaryPro defines and strictly considers one (1) notary public signature (in-person or electronic) to equal one commissioned document ("**Document**"), regardless of: the number of pages in the document, the format, or way the document was printed / organized / drafted by the client or provider of the document.
- Pre-payment is required and can be made via credit card (Visa, Mastercard, Amex, Discover) or Visa Debit Only;
- If I have any additional documents requiring a notary public signature, I will sent an electronic invoice (via Square) for immediate payment, which I agree to pay prior to my appointment;
- All payment amounts and number/type of documents to be finalized are subject to review, confirmation and/or rejection by NotaryPro.

By proceeding with NotaryPro's virtual commissioning services, you hereby accept the following:

1. You accept full responsibility for the contents and accuracy of your document and acknowledge that you have ensured the recipient of your documents will accept electronic signatures and digital signing.
2. You accept that NotaryPro only provides full refunds in the event of a demonstrable error caused by NotaryPro that cannot be resolved by re-signing the document(s) through an in-person service within the NotaryPro network.

To reduce the chance of your digitally signed document being rejected, it is critical to understand the types of documents that can and cannot be digitally signed. There are two types of signings that we commonly perform.

1. **CANNOT BE DIGITALLY SIGNED: Certified True Copy of an Original Document.**
This type of signing is simply a photocopy of a document (such as a piece of ID, utility bill, education transcript, etc.) that has a “Certified True Copy” stamp with a notarial seal. This provides assurances that the copy is exactly the same as the original document. This type of signing will not provide anyone with any assurances as to how the document was signed. Please note that for paper-original documents, this service is only provided in person.
2. **CAN BE DIGITALLY SIGNED: Commissioning of your signature with a Notary Public or Commissioner of Oaths.** This is the most common type of signing that we provide. When we are commissioning a document, we are attesting to the circumstances around how the document was signed. This would typically include when, where and by whom the document was signed. When commissioning your signature, we will also administer an oath or affirmation prior to your signing the document. When signing any sort of document under oath, you are promising that everything in the document you signed is true with serious legal consequences if anything later turns out to be untrue.
3. **WHAT IS INCLUDED:** As part of the process of signing your document, we do not review the content or provide any advice with respect to the content of the document. (Please note that NotaryPro cannot determine if your document is permitted to be signed online and it is the responsibility of the client to determine if electronic signatures will be accepted by the recipient of the documents)

If you have concerns around the content of your document, it would be best to reach out to the organization you will be submitting the document to or a qualified legal professional.

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Refund Scenarios:

The below are some of the most common refund scenarios and the applicable refund policy:

No Certified True Copies via Remote Online Notary Services

I agree that:

I cannot request a notarized certified true copy of any original physical documents online, including:

- Passport
- Identification
- 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.

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.