

Remove Execution of Wills and Power of Attorney (Virtual Witnessing Service / “VWS”)

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.