

# NotaryPro General Terms of Service

*Last Updated: January 2026*

## 1. Introduction and Agreement

Welcome to NotaryPro! These General Terms of Service (the “**General Terms**”) form the primary contract between **NotaryPro Technologies Inc.** (“**NotaryPro**,” “**we**,” “**us**,” or “**our**”) and anyone who accesses or uses our websites, applications, platforms and services. By creating an account, scheduling an appointment, purchasing credits or simply browsing our sites, you acknowledge that you have read, understand and agree to be bound by these General Terms and all incorporated policies, including our Privacy Policy and Security Statement. If you do not accept all of these terms, please do not use our services.

These General Terms are supplemented by additional documents for specific user categories and services. Those documents are part of the contract between you and NotaryPro and apply only when relevant to your relationship with us. They include, for example, our **Acceptable Use Policy, Data Processing Supplement, Notary Partner Supplement, Business Services Supplement, Affiliate & Reseller Agreement,** and **Biometric Data Policy** (collectively the “**Supplemental Terms**”). In the event of a conflict between these General Terms and any Supplemental Terms, the Supplemental Terms will control for the subject matter they address.

## 2. Who We Serve

NotaryPro offers a digital platform designed to connect people and businesses with licensed notaries and legal professionals. Different sections of these General Terms apply depending on who you are:

- **Visitors:** If you browse our websites or use our free resources without creating an account, Section 4 (Website Use) applies to you.
- **Clients:** Individuals or businesses that purchase or schedule notarization or document commissioning services. Sections 3–9 apply to you.
- **Business Account Holders:** Companies that purchase subscription plans or bulk credits for multiple users. In addition to Sections 3–9, please review our **Business Services Supplement**.
- **Notary Partners:** Licensed notaries and legal professionals who provide services through our platform. Please review our **Notary Partner Supplement**.
- **Affiliates and Resellers:** Individuals or entities who refer clients to NotaryPro or resell our services. Please review our **Affiliate & Reseller Agreement**.

### 3. Our Services

NotaryPro operates a secure platform that facilitates various legal services:

- **Online and In-Person Notarization & Commissioning:** We connect clients with qualified notaries and commissioners authorised in their jurisdiction. For online services, electronic signatures and seals carry the same legal effect as handwritten signatures, subject to local laws. Users must undergo identity verification through photo ID checks, multifactor authentication and live video sessions.
- **Document Templates:** We provide customizable legal document templates powered by artificial intelligence. These tools are informational and do not constitute legal advice.
- **Scheduling and Management:** Our platform allows you to book appointments, manage documents and access audit trails and recorded sessions (where required by law). We collect and process personal data, including government-issued ID, digital signatures, transaction logs and payment information, to provide these services.

We do not provide legal advice, and no lawyer–client relationship is created through your use of NotaryPro. We act solely as an intermediary connecting clients and notaries. You remain responsible for determining whether your documents and transactions are appropriate for notarization or commissioning.

### 4. AI Tools and Disclaimers.

NotaryPro uses artificial intelligence (“AI”) and machine-learning technologies to support certain features of our platform, including document-template generation, document-review suggestions, risk scoring and fraud detection. AI output is provided for informational purposes only and does not constitute legal advice, a professional opinion or a definitive determination of identity or legitimacy. You remain solely responsible for reviewing, verifying and, if necessary, modifying any AI-generated content before relying on it or providing it to others. You acknowledge that you will seek independent legal advice where appropriate and that NotaryPro is not liable for decisions made solely on the basis of AI-generated information. By using AI features, you consent to our use of your data to train and improve our AI models as described in our Privacy Policy.

### 5. Website Use and Content

Our websites and content are provided for general information. You may not rely on them as legal advice. NotaryPro owns or licenses all intellectual-property rights in our sites and services. You may view, download or print materials for personal use only. You may not reproduce, distribute, reverse engineer or use our content for commercial purposes without our permission.

## 6. Accounts and Security

To access certain features—such as purchasing credits, scheduling online notarizations or managing a business account—you must create a user account. You agree to:

- Provide accurate and complete information during registration and keep it up to date.
- Maintain the confidentiality of your login credentials.
- Notify us immediately if you suspect unauthorised access to your account.

We reserve the right to suspend or terminate accounts that violate these General Terms or applicable law. Business users may appoint an account administrator to manage authorised users and billing; such administrators must ensure compliance by all authorised users.

## 7. Fees, Credits and Subscriptions

Some NotaryPro services require payment of fees or purchase of credits. The prices, billing cycles, refund policies and renewal terms for business subscriptions are described in our pricing page and detailed in the **Business Services Supplement**. By purchasing services or subscriptions, you authorise us to charge your selected payment method and agree to pay all applicable fees and taxes. All fees are non-refundable except as expressly stated in these General Terms or the Business Services Supplement.

## 8. Acceptable Use

You agree not to misuse NotaryPro's services. Without limiting the prohibitions in our **Acceptable Use Policy**, you must not:

- Attempt to access services or data you are not authorised to access.
- Use our platform to violate any applicable law, including privacy and consumer-protection laws.
- Upload harmful or unlawful content or use our services to commit fraud.

We may suspend or terminate your access if we believe you are using our services in a way that could harm NotaryPro, other users or third parties.

## 9. Privacy and Security

By using NotaryPro, you consent to our collection, use and disclosure of personal information as described in our Privacy Policy. Our **Security Statement** describes the measures we take to protect your data, including encryption, access controls and compliance with Canadian and U.S. security frameworks. Business customers can request additional security attestations or audits subject to the **Data Processing Supplement**.

## **10. Confidentiality and Data Processing**

We treat all non-public information you provide as confidential, and we will only use it to provide the services or as otherwise authorised by you or permitted by law. Where NotaryPro processes personal data on behalf of a client or business customer, our obligations and your instructions are described in the **Data Processing Supplement**. Among other things, we will:

- Process personal data only as necessary to provide the services and comply with applicable privacy laws.
- Implement appropriate technical and organisational security measures.
- Assist with requests from individuals to exercise data-subject rights.
- Return or securely destroy personal data at the end of the service or upon your written request, subject to legal record-retention requirements.

## **11. Third-Party Services**

Our platform may include links to or integrations with third-party services (e.g., payment processors, cloud-storage providers, identity-verification vendors). We are not responsible for the content, privacy practices or performance of those third-party services, and your use of them may be governed by separate terms and policies. We do not guarantee the availability of third-party services and may change or discontinue integrations at any time.

## **12. Warranties and Disclaimers**

NotaryPro provides its services on an “as is” and “as available” basis. We make no express or implied representations or warranties about the accuracy, completeness, timeliness or reliability of our platform or any information obtained through it. To the extent permitted by law, we expressly exclude all warranties, including implied warranties of merchantability, fitness for a particular purpose and non-infringement.

## **13. Limitation of Liability**

NotaryPro will not be liable for any indirect, consequential, exemplary or punitive damages arising out of or in connection with your use of our services or these General Terms. Our aggregate liability to you for direct damages arising under these General Terms will not exceed the total fees you paid for the services giving rise to the claim during the twelve-month period preceding the event giving rise to the liability. This limitation applies regardless of the form of action (contract, tort, negligence, strict liability or otherwise). Some jurisdictions do not allow certain limitations, so these limitations may not apply to you.

## **14. Indemnification**

You agree to indemnify and hold harmless NotaryPro and its directors, officers, employees and agents from and against any claims, damages, losses, liabilities,

judgments, costs and expenses (including reasonable legal fees) arising out of or related to your violation of these General Terms, your use of the services or any content you submit through the platform.

## 15. Termination

You may stop using our services at any time. We may suspend or terminate your access or account if you breach these General Terms or any Supplemental Terms, if required by law or if your use poses a risk to our platform. Upon termination, all rights granted to you will end, and you must immediately stop using our services. Sections 11–15 of these General Terms will survive termination.

## 16. Dispute Resolution and Governing Law

These General Terms are governed by the laws of the Province of Ontario, Canada, and the federal laws of Canada applicable in that province, without regard to conflict-of-laws rules. You and NotaryPro agree to resolve any dispute arising from these General Terms or your use of our services through binding arbitration, except where local law prohibits arbitration or grants you a non-waivable right to bring claims in court. Our **Biometric Data Policy** describes additional dispute-resolution provisions and class-action waivers for claims relating to biometric data. You and NotaryPro waive the right to participate in any class or collective action, unless such waiver is unenforceable under applicable law.

## 17. Changes to these Terms

We may update these General Terms from time to time. Material changes will be posted on our website with a new “last updated” date. Your continued use of our services after such updates constitutes acceptance of the revised terms.

## 18. Contact Information

If you have any questions about these General Terms or any of our policies, please contact us at:

NotaryPro Technologies Inc.  
2 Simcoe Street South, Suite 300  
Oshawa, Ontario, Canada L1H 8C1  
Email: support@notarypro.ca

## 19. Supplemental Terms

Additional terms may apply based on the services you use or your role on our platform:

- **Acceptable Use Policy:** explains prohibited uses and user responsibilities.
- **Data Processing Supplement:** applies when we process personal data on your behalf.
- **Notary Partner Supplement:** applies to licensed notaries and legal professionals.

- **Business Services Supplement:** applies to business subscribers and corporate accounts.
- **Affiliate & Reseller Agreement:** applies to those referring or reselling our services.
- **Biometric Data Policy:** explains how we handle facial or voice recognition data.

Please review any Supplemental Terms that apply to you. By using the relevant services, you agree to be bound by those terms in addition to these General Terms.

## NotaryPro Technologies Inc. – Affiliate & Reseller Agreement

Last Updated: January 2026

### 1. Introduction

This **Affiliate & Reseller Agreement** (the “**Agreement**”) is between **NotaryPro Technologies Inc.** (doing business as **NotaryPro**, “**we**,” “**us**,” or “**our**”) and the person or entity accepting these terms (“**Affiliate**” or “**Reseller**,” referred to collectively as “**you**”). This Agreement supplements the **General Terms of Service**, any applicable **Service Supplement**, our **Privacy Policy**, **Security Statement** and other policies referred to therein (collectively, the “**Terms**”). If there is a conflict between this Agreement and the General Terms, the provision most favourable to NotaryPro will apply, unless expressly stated otherwise.

By clicking “**I Agree**” or by participating in NotaryPro’s affiliate or reseller program, you acknowledge that you have read, understood and agree to be bound by this Agreement. If you do not agree, you must not participate in the program.

### 2. Definitions

In addition to the definitions in the General Terms, the following definitions apply:

- **Affiliate** – an individual or entity that markets or promotes NotaryPro Services to potential customers through a unique affiliate link, landing page or promotional materials in exchange for a commission, discount or other incentive.
- **Reseller** – an individual or entity that purchases NotaryPro Services (for example, prepaid credits or subscriptions) for resale to end users or customers under this Agreement.
- **Affiliate/Reseller Link** – a unique URL or code provided by NotaryPro that identifies the Affiliate or Reseller and tracks Qualified Transactions.
- **Prospect** – a potential customer referred by the Affiliate or Reseller.
- **Qualified Transaction** – a purchase of NotaryPro Services by a Prospect through the Affiliate/Reseller Link that meets the eligibility requirements set out in this Agreement.

- **Commission** – the fee or credit paid to the Affiliate or Reseller for each Qualified Transaction.

### 3. Enrollment and Eligibility

- **Application.** You must apply to join our affiliate/reseller program. We reserve the right to accept or reject applications in our sole discretion. You must provide accurate and complete information and keep it up to date.
- **Eligibility.** To be eligible, you must:
  - be at least the age of majority in your province, territory or state;
  - have the legal right and authority to enter into this Agreement and to perform your obligations; and
  - not be a current NotaryPro employee, Notary Partner or Business Account Holder acting in that capacity.
- **Background Checks.** We may conduct background or credit checks on Affiliates or Resellers where permitted by law. You consent to our collection of such information and to our disclosure of it to service providers for that purpose.

### 4. Affiliate & Reseller Responsibilities

- **Promotion and Marketing.** You may promote NotaryPro Services only in compliance with this Agreement and applicable laws. You must:
  - clearly and accurately describe NotaryPro's Services and the associated benefits;
  - not make false or misleading statements about NotaryPro or its Services;
  - not impersonate NotaryPro or hold yourself out as our employee or agent; and
  - comply with all marketing laws, including anti-spam and telemarketing rules.
- **Compliance with Law.** You agree to maintain any permits, licences or registrations required to operate as an affiliate or reseller in your jurisdiction. You will not engage in any deceptive, unfair or unethical business practices and will not make any payment or take any action that would cause NotaryPro to violate anti-corruption or anti-bribery laws.
- **Use of Affiliate/Reseller Link.** You will use the Affiliate/Reseller Link only as provided by NotaryPro to identify Prospects and track Qualified Transactions. You may not share the Affiliate/Reseller Link with yourself or any entity you control to generate commissions. You may not modify or cloak the link.
- **Prohibited Conduct.** Without limiting the General Terms, you must not:
  - engage in unsolicited commercial email (spam) or other unsolicited marketing;
  - offer or provide legal advice, notarial services or legal representation;
  - operate in jurisdictions where NotaryPro Services are prohibited;
  - offer rebates, coupons or other incentives except as expressly authorized by NotaryPro;

- bid on NotaryPro trademarks or keywords in paid search advertising; or
  - misrepresent your relationship with NotaryPro or portray yourself as our agent or partner.
- **Records and Audit.** You must maintain accurate records of your promotional activities and Qualified Transactions for at least five (5) years and provide them to us upon request for audit purposes. You must promptly notify us of any suspected unauthorized use of your Affiliate/Reseller Link or any security incident.
- **AI Marketing and Representations.** If you market or promote NotaryPro’s AI-powered features—such as document generation, drafting assistants or risk-scoring tools—you must accurately describe their capabilities and limitations. You may not represent AI-generated content as legal advice or as a substitute for professional services, and you must not make false or misleading claims about the extent to which NotaryPro uses AI. All marketing must comply with applicable advertising and consumer-protection laws. NotaryPro reserves the right to review and require modifications to your marketing materials to ensure compliance.

## 5. Qualified Transactions and Exclusions

1. **Qualified Transactions.** A transaction is deemed a Qualified Transaction if:
  - a Prospect clicks on your Affiliate/Reseller Link, signs up for a NotaryPro account and purchases eligible Services;
  - the Prospect is not a current or former NotaryPro customer and has not accepted our General Terms for those Services;
  - you are not the Notary for the transaction and are not the customer;
  - the transaction is not refunded or charged back; and
  - the purchase meets any additional criteria specified by NotaryPro in writing.
2. **Exclusions.** The following transactions are not Qualified Transactions:
  - purchases made by you, your employees or family members;
  - purchases by customers previously referred by another Affiliate or Reseller;
  - purchases obtained in violation of this Agreement or applicable law; or
  - transactions for Services that are subject to separate enterprise or custom agreements.

## 6. Commissions, Discounts and Payment

1. **Commission Structure.** We will pay you a Commission for each Qualified Transaction. The current Commission rate and any eligible customer discounts will be disclosed in the Affiliate/Reseller portal or in a separate schedule when you enroll. Commission rates and discounts may vary by product or service.
2. **Payment Terms.** Commissions are deemed earned once the applicable customer fees have been received by NotaryPro and any refund period has expired. Unless

otherwise stated, we will pay earned Commissions within sixty (60) days after the end of the month in which the Commission is earned, subject to any minimum payout threshold.

3. **Taxes.** You are responsible for reporting and paying all taxes associated with Commissions and discounts. We may withhold taxes as required by law.
4. **Changes to Commission Rates.** We may modify Commission rates or discount programs at any time upon notice to you. Changes will apply to transactions occurring after the effective date of the change.
5. **Expenses.** You are responsible for all costs and expenses incurred in connection with your promotional activities. NotaryPro will not reimburse any expenses unless expressly agreed in writing.

## 7. Intellectual Property and Branding

1. **Use of Marks.** We grant you a limited, revocable, non-exclusive license during the term of this Agreement to display NotaryPro's trademarks, logos and marketing materials (collectively, the "Marks") solely for the purpose of promoting the Services. You must use the Marks in accordance with our brand guidelines and must not modify or misrepresent them.
2. **Ownership.** All right, title and interest in the Marks and our intellectual property remain with NotaryPro. You acquire no rights except the limited license provided in this Agreement.
3. **Third-Party Marks.** You may not display or use any third-party trademarks in connection with the Services without the prior consent of the applicable owner.

## 8. Confidentiality and Data Protection

1. **Confidential Information.** You may receive confidential information about NotaryPro, our customers or prospects. You agree to use such information solely for the purpose of performing your obligations and to keep it confidential using a standard of care no less stringent than that you use to protect your own confidential information, but in any event at least reasonable care.
2. **Data Protection.** You will comply with all privacy and data protection laws and NotaryPro's Privacy Policy when collecting, storing or using personal information. You must not disclose or use any personal data obtained through the Affiliate/Reseller Link except as necessary to complete a Qualified Transaction or as otherwise permitted by law. You must notify us immediately of any suspected unauthorized access, loss or misuse of personal information.

## 9. Term and Termination

1. **Term.** This Agreement begins on the Effective Date (when you accept it) and continues until terminated by either party.
2. **Termination for Convenience.** Either party may terminate this Agreement for any reason upon thirty (30) days' prior written notice.

3. **Termination for Cause.** We may terminate this Agreement immediately if you breach this Agreement, the General Terms or any applicable law, or if you engage in conduct that we believe may harm NotaryPro's reputation or business.
4. **Effect of Termination.** Upon termination, you must cease all use of the Affiliate/Reseller Link and Marks and remove all references to NotaryPro from your marketing materials. We will pay any earned but unpaid Commissions through the effective date of termination, subject to any offsets for refunds or chargebacks. Sections relating to confidentiality, intellectual property, liability and dispute resolution will survive termination.

## **10. Relationship of the Parties**

You are an independent contractor and not an employee, agent, partner or joint venturer of NotaryPro. You have no authority to bind NotaryPro or to incur obligations on our behalf. Nothing in this Agreement will be construed to create a partnership, franchise, joint venture or employer-employee relationship between the parties.

## **11. Representations and Warranties**

You represent and warrant that:

1. You have full power and authority to enter into and perform your obligations under this Agreement and have obtained all necessary approvals.
2. Your promotional activities will comply with all applicable laws, regulations and industry codes, including anti-spam laws and anti-corruption laws.
3. You will not make any representations or warranties concerning NotaryPro's Services except as expressly authorized by NotaryPro.

## **12. Indemnification**

You will indemnify, defend and hold harmless NotaryPro and its directors, officers, employees and agents from any third-party claims, damages, liabilities and expenses (including reasonable legal fees) arising out of or related to: (a) your breach of this Agreement or the Terms; (b) your promotional activities or provision of services to Prospects; (c) your violation of any law or regulation; or (d) any allegation that your marketing materials or website infringe the intellectual property or other rights of a third party.

## **13. Limitation of Liability**

To the maximum extent permitted by law, NotaryPro will not be liable for any indirect, incidental, special, consequential or punitive damages arising out of or related to this Agreement, even if advised of the possibility of such damages. Our aggregate liability under this Agreement will not exceed the total Commissions paid to you in the six (6) months preceding the event giving rise to the claim. Some jurisdictions do not allow certain exclusions or limitations of liability; if those laws apply to you, some or all of the exclusions or limitations may not apply.

## 14. Dispute Resolution and Governing Law

1. **Governing Law.** This Agreement is governed by the laws of the Province of Ontario and the applicable laws of Canada without giving effect to conflicts of law principles. If you reside in the United States, this Agreement is also subject to any mandatory consumer protection laws of your state.
2. **Dispute Resolution.** Any dispute relating to this Agreement will be handled according to the dispute resolution procedures in the General Terms. You agree to first attempt to resolve the dispute informally; if that is not possible, you agree to mediation and then binding arbitration in Toronto, Ontario.

## 15. General

1. **Entire Agreement.** This Agreement, together with the General Terms and any supplements or schedules referenced herein, constitutes the entire agreement between the parties regarding the subject matter and supersedes all prior agreements or understandings.
2. **Amendments.** We may modify this Agreement at any time upon notice to you. Your continued participation after the effective date of the modifications constitutes your acceptance of the revised Agreement.
3. **Assignment.** You may not assign or transfer your rights or obligations under this Agreement without our prior written consent. We may assign this Agreement to an affiliate or in connection with a merger or sale.
4. **Severability.** If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain in full force and effect.
5. **Notice.** Notices under this Agreement must be given in writing by email to [affiliates@notarypro.ca](mailto:affiliates@notarypro.ca) or to the email address associated with your account.

## NotaryPro Technologies Inc. – Notary Partner Supplement

Last Updated: 29 September 2025

### 1. Introduction

This **Notary Partner Supplement** (the “**Supplement**”) forms part of the **General Terms of Service** and supplements any applicable Service Supplement, the **Business Services Supplement, Privacy Policy, Security Statement** and other policies referenced therein (collectively, the “**Terms**”). It governs your access to and use of the NotaryPro platform as a **Notary Partner** (also referred to as a **Notary User**). Capitalized terms not defined here have the meanings given in the General Terms.

By registering as a Notary Partner, clicking “**I Agree**,” or performing notarial acts through the NotaryPro platform, you agree to be bound by this Supplement. If you do not agree, you must not provide notarial services through NotaryPro.

## 2. Applicability

This Supplement applies to notaries who access or use the NotaryPro platform to provide notarizations or other services in any capacity, including as a Business Account Holder's in-house notary, an on-demand notary engaged by NotaryPro, or a notary working through a notary business partner. It does not apply to individuals who sign documents as Clients or Participants.

## 3. Relationship to NotaryPro

**3.1 Independent Status.** Nothing in the Terms or this Supplement creates an employment relationship between you and NotaryPro. You provide notarial services on behalf of the Clients or Business Account Holders who request notarizations and remain an independent contractor【282515555693741†L80-L87】. This Supplement does not affect any separate written employment or independent-contractor agreement you may have with NotaryPro or a Business Account Holder.

**3.2 No Authority to Bind.** You have no authority to bind NotaryPro or to act as our agent, legal representative or partner. You may not hold yourself out as an employee of NotaryPro or provide legal advice on our behalf.

## 4. Authorization to Perform Notarizations

**4.1 Jurisdictional Requirements.** You are authorized to perform notarizations through the platform only while:

- you are duly commissioned or licensed to perform remote or online notarizations in your commissioning jurisdiction;
- you hold a valid digital certificate that complies with applicable notary law; and
- you are physically located within the territorial limits of your commissioning jurisdiction while performing the notarial act【282515555693741†L90-L97】.

**4.2 Cross-Border Signers.** Transaction signatories and participants may connect with you from locations outside your commissioning jurisdiction; however, you remain responsible for ensuring that your notarizations comply with the notary law of your jurisdiction and the laws applicable to the signers.

**4.3 Compliance Documentation.** Prior to providing services through NotaryPro, you must submit and maintain up-to-date copies of compliance documentation that NotaryPro reasonably requires, including: (a) proof of your commission to perform remote or online notarizations; (b) proof of any training required by applicable law; (c) evidence of sufficient errors-and-omissions (E&O) insurance; (d) proof of a valid digital certificate; and (e) any other documentation required to ensure compliance with applicable law【282515555693741†L98-L107】. You must promptly update your

documentation if it changes, and NotaryPro may update documentation requirements with reasonable notice.

## 5. Responsibilities and Conduct

**5.1 Compliance with Law and Policies.** You will perform all notarizations in accordance with applicable notary law and will observe NotaryPro's rules and policies designed to ensure legal and regulatory compliance【282515555693741+L98-L110】. You must maintain accurate profile information on the platform and ensure that your account credentials are kept secure.

**5.2 Recordkeeping.** You are responsible for ensuring that electronic notarial records are completed accurately using the platform as designed. This includes:

- completing each notarial certificate accurately and properly completing all relevant information;
- completing and maintaining electronic journal entries and audio-visual recordings of each transaction; and
- making corrections by adding notes if information is incomplete or inaccurate【282515555693741+L116-L124】.

**5.3 Prohibited Conduct.** You must not:

- perform notarizations when you are not duly commissioned or are physically located outside of your jurisdiction;
- provide legal advice to clients or participants;
- use the platform to perform acts not permitted by applicable law; or
- share your account or digital certificate with any other person.

**5.4 Fee Disclosures.** You are responsible for ensuring that any fees charged for notarial services comply with applicable law and are properly disclosed to clients. You acknowledge that technology fees paid to NotaryPro are separate from statutory notary fees and must not be billed to clients as a standalone line item unless permitted by law.

## 6. Record Retention

**6.1 Storage of Records.** NotaryPro will store copies of electronic notarial records on your behalf for the period required by applicable notary law【282515555693741+L133-L140】. NotaryPro will maintain these records until you instruct us to cease acting as the repository, subject to legal retention requirements.

**6.2 Access to Records.** You remain responsible for maintaining your own copies of electronic notarial records and for providing access to those records to other users or third parties in accordance with applicable law【282515555693741+L133-L140】.

## **7. Termination**

**7.1 Termination by NotaryPro.** In addition to NotaryPro's rights under the General Terms, NotaryPro may suspend or terminate your access to the platform immediately if you breach this Supplement or applicable law, if your commission is revoked or expires, if your digital certificate is compromised, or if your conduct could harm NotaryPro's reputation or violate our policies.

**7.2 Termination by You.** You may terminate your participation at any time by providing written notice to NotaryPro and ceasing all use of the platform. Termination does not relieve you of the obligation to maintain notarial records and cooperate in any ongoing investigations.

**7.3 Effect of Termination.** Upon termination, your right to access the platform as a Notary Partner immediately ceases. Sections relating to compliance documentation, record retention, indemnification, liability and dispute resolution survive termination.

## **8. Indemnification and Liability**

You will indemnify and hold NotaryPro, its affiliates and their directors, officers and employees harmless from any claims, damages, losses and expenses (including reasonable legal fees) arising from your acts or omissions, your breach of this Supplement or applicable law, or any allegation that a notarization you performed was improper or invalid.

NotaryPro's liability to you is limited as set out in the General Terms. NotaryPro is not liable for any damages resulting from your acts or the acts of other users.

## **9. General**

**9.1 Amendments.** NotaryPro may amend this Supplement at any time. We will provide notice of material changes through the platform or by email. Your continued use of the platform after the effective date of an amendment constitutes acceptance.

**9.2 Governing Law and Dispute Resolution.** This Supplement is governed by the laws of the Province of Ontario and applicable federal laws of Canada. Disputes will be resolved according to the dispute-resolution provisions in the General Terms.

**9.3 Contact.** For questions about this Supplement, please contact [notaries@notarypro.ca](mailto:notaries@notarypro.ca).

# NotaryPro Technologies Inc. – Business Services Supplement

Last Updated: January 2026

## 1. Introduction

This **Business Services Supplement** (“**Supplement**”) forms part of the **General Terms of Service** and supplements any applicable Service Supplement, **Privacy Policy**, **Security Statement**, **Data Processing Supplement** and other policies incorporated by reference (collectively, the “**Terms**”). It governs access to and use of NotaryPro Services by **Business Account Holders** who purchase subscription plans or transaction-based Services. Capitalized terms not defined here have the meanings given in the General Terms.

## 2. Applicability

This Supplement applies to Business Account Holders, including corporate subscribers, enterprise clients, professional firms and resellers (collectively, “**Subscribers**”) who access NotaryPro Services through a Subscription Plan or on a per-transaction basis. Use of the Services by individual Clients remains subject to the General Terms and applicable Service Supplements.

## 3. Access and Use

**3.1 Access Rights.** During the Subscription Period (defined below), NotaryPro grants Subscriber a limited, non-exclusive, non-transferable right to access and use the Services included in the Subscription Plan, solely for Subscriber’s internal business purposes. Subscriber may allow End Users and Participants to access the Services under the Subscription Plan, provided that Subscriber ensures those individuals comply with the Terms and remains responsible for their acts and omissions.

**3.2 Account Credentials.** Subscriber is responsible for maintaining the confidentiality of account credentials and for all activities occurring under Subscriber’s accounts. Subscriber must promptly notify NotaryPro of any unauthorized use of credentials or account.

**3.3 Restrictions.** Subscriber may not sublicense, resell or otherwise transfer access to the Services, except as expressly permitted in a Reseller Agreement. Subscriber must not access the Services in violation of any applicable law or regulation.

**3.4 AI Features.** Some features including document generation and any subscription plans include AI-enabled features such as automated document templates, drafting suggestions, summarization tools and fraud-risk scores. These AI outputs are provided for informational purposes only and do not constitute legal advice or definitive assessments of compliance or identity. You remain responsible for reviewing and verifying any AI-generated content before relying on it, and for ensuring that it complies

with applicable laws and professional obligations. Use of AI features is subject to the General Terms, Acceptable Use Policy and Privacy Policy.

## 4. Subscription Period

**4.1 Subscription Activated via Order Form.** Where Subscriber purchases a Subscription Plan through an executed order form, the “**Subscription Period**” begins on the effective date specified in the order form and continues for the period stated therein. Unless otherwise agreed, the Subscription Plan will automatically renew for successive twelve-month periods unless either party provides written notice of non-renewal at least thirty (30) days prior to the end of the current period.

**4.2 Subscription Activated via Website or App.** Where Subscriber purchases a Subscription Plan by paying fees on the NotaryPro website or application, the Subscription Period begins on the purchase date and continues for thirty (30) days. The Subscription Plan will auto-renew on a month-to-month basis unless either party provides thirty (30) days’ prior written notice of termination.

**4.3 Per-Transaction Subscription.** For per-transaction Subscription Plans, the Subscription Period continues through the completion of the transaction. Once the transaction is completed, the Subscription Plan ends and does not auto-renew.

## 5. Subscription Plan Changes

**5.1 Subscriber Changes.** Subscriber may upgrade or downgrade its Subscription Plan at any time, subject to NotaryPro’s then-current pricing and the Terms of the new plan. If Subscriber downgrades, any difference between the fees committed under the prior plan and the new plan becomes immediately due.

**5.2 NotaryPro Changes.** NotaryPro may modify, terminate or amend the fees and features associated with a Subscription Plan upon reasonable notice. Modifications take effect at the start of the next Subscription Period unless otherwise stated in an order form.

## 6. Termination and Effect

**6.1 Termination for Convenience.** Either party may terminate a Subscription Plan for convenience by providing written notice at least thirty (30) days before the end of the current Subscription Period.

**6.2 Termination for Cause.** NotaryPro may terminate the Agreement, any order form or any Subscription Plan immediately upon written notice if (a) Subscriber fails to pay any amount due and does not cure within ten (10) days of notice; (b) Subscriber materially breaches the Terms; or (c) continuing to provide Services would violate applicable law.

**6.3 Effect of Termination.** Upon termination of a Subscription Plan: (a) any outstanding fees become immediately due; (b) Subscriber’s rights to access and use the Services cease; and (c) for ten (10) days after termination, NotaryPro will allow Subscriber to

extract its data from the platform. After this period, NotaryPro may delete or anonymize Subscriber data, subject to legal obligations and the Data Processing Supplement.

## **7. Fees and Payment**

**7.1 Fees.** Subscriber will pay all fees specified in the order form or displayed on the NotaryPro website. Fees are non-refundable except as expressly stated in the order form or the Terms. Fees do not include taxes, which will be charged as required by law and invoiced separately.

**7.2 Payment Terms.** Unless otherwise specified, fees for Subscription Plans purchased via order form are due within thirty (30) days of the invoice date. Subscription Plans purchased through the website or app are payable at the time of purchase or at the conclusion of each transaction, as determined by NotaryPro. Late payments may result in suspension or termination of access.

**7.3 Taxes.** Subscriber is responsible for all applicable sales, use, value-added and other taxes except for taxes based on NotaryPro's income. NotaryPro may collect such taxes when required by law and will provide invoices stating the amount collected.

## **8. Consulting and Support Services**

NotaryPro may provide onboarding, implementation and support services to Subscriber. Any consulting or support services will be described in an order form and may be subject to additional fees. Unless otherwise agreed, consulting services are provided on a time-and-materials basis.

## **9. Use of Subscriptions by Affiliates**

Subscriber may extend its Subscription Plan to its affiliates (entities controlled by, controlling or under common control with Subscriber) provided that Subscriber ensures compliance with the Terms and remains liable for any act or omission of its affiliates.

## **10. Governing Law and Dispute Resolution**

This Supplement is governed by the laws of the Province of Ontario and applicable Canadian federal laws. Any disputes arising from this Supplement will be resolved according to the dispute-resolution procedures in the General Terms.

## **11. Amendments**

NotaryPro may amend this Supplement to reflect changes in our Services or legal requirements. We will provide reasonable notice of material changes. Subscriber's continued use of the Services after the effective date of an amendment constitutes acceptance of the revised terms.

## 12. Contact

For questions about this Supplement, please contact [business@notarypro.ca](mailto:business@notarypro.ca).

# NotaryPro Technologies Inc. – Data Processing Supplement

Last Updated: 29 September 2025

## 1. Introduction

This **Data Processing Supplement** (“**DPS**”) forms part of the **General Terms of Service** and supplements any applicable Service Supplement, **Business Services Supplement**, **Privacy Policy** and **Security Statement** (collectively, the “**Terms**”). It applies when **NotaryPro Technologies Inc.** (“**NotaryPro**,” “**we**,” “**us**” or “**our**”) processes personal information on behalf of a **Business Account Holder** or **Subscriber**. Capitalized terms not defined here have the meanings given in the General Terms.

## 2. Applicability

This DPS applies to Business Account Holders (including corporate subscribers, enterprise clients and resellers) whenever NotaryPro processes personal information on their behalf. It does not apply when NotaryPro acts as a data controller (for example, when providing consumer-level services directly to individual Clients).

## 3. Definitions

- **Authorized Persons** – persons or categories of persons that the Business authorizes to give processing instructions【149460218377225+L78-L86】.
- **Business** – the legal entity that determines the purposes and means of processing personal information【149460218377225+L87-L90】.
- **Business Purpose** – the provision of NotaryPro Services, including identity verification, document processing, scheduling, notarization and related platform functions【149460218377225+L90-L97】.
- **Personal Information** – any information processed by NotaryPro that identifies or relates to an individual, including contact details, identification documents, video/audio recordings, biometric data, transaction metadata and technical logs【149460218377225+L101-L104】.
- **Privacy and Data Protection Requirements** – all applicable Canadian federal and provincial privacy laws (e.g., PIPEDA and Québec’s Bill 25), U.S. federal and state privacy laws (e.g., the CCPA/CPRA, Colorado, Connecticut, Utah and Virginia

privacy statutes), the EU GDPR (where applicable) and any other laws regulating personal information【149460218377225+L108-L110】.

- **Processing** – any operation performed on personal information, such as collection, recording, organization, storage, use, disclosure or deletion【149460218377225+L113-L119】.

#### 4. Business Obligations

- **Control of Data.** The Business retains control of personal information and remains responsible for complying with all Privacy and Data Protection Requirements【149460218377225+L125-L129】. This includes providing legally compliant notices, obtaining valid consents, ensuring a lawful basis for processing and responding to data-subject requests.
- **Accuracy and Instructions.** The Business will provide clear, lawful instructions for processing personal information, ensure data is accurate and current and inform NotaryPro of any required restrictions or retention limits.
- **Authorized Persons.** The Business will designate one or more Authorized Persons to instruct NotaryPro on processing activities. NotaryPro may rely on instructions from these individuals unless otherwise notified.
- **Third-Party Services.** If the Business requests that NotaryPro transfer personal information to third-party services (e.g., payment processors, identity-verification vendors or document-storage providers), the Business confirms it has lawful grounds to do so and will hold NotaryPro harmless for those transfers.

#### 5. NotaryPro Obligations

- **Processing for Business Purpose.** NotaryPro will process personal information only as necessary to provide the Services, in accordance with the Business's written instructions and this DPS【149460218377225+L135-L140】. We will not process personal information for any other purposes, will not sell personal information, and will not disclose personal information except as authorized by the Business, permitted by this DPS, or required by law【149460218377225+L145-L152】.
- **Confidentiality.** NotaryPro will maintain the confidentiality of personal information and ensure that personnel who process personal information are bound by confidentiality obligations【149460218377225+L148-L152】.
- **Security Measures.** NotaryPro will implement appropriate technical and organizational measures to protect personal information. These measures include encryption at rest and in transit, identity and access management, secure hosting, audit logs and incident response, as described in our Security Statement. NotaryPro will notify the Business without undue delay after becoming aware of a personal data breach and will cooperate in any required notifications.
- **Assistance.** Taking into account the nature of processing and the information available to us, NotaryPro will reasonably assist the Business in meeting its

compliance obligations under applicable privacy laws. This includes assisting with data-subject requests, data-protection impact assessments and cooperation with supervisory authorities【149460218377225†L154-L156】.

- **Subprocessors.** NotaryPro may engage subprocessors to help provide the Services. NotaryPro will ensure that subprocessors are bound by written agreements imposing data-protection obligations equivalent to those in this DPS and will remain responsible for their performance. NotaryPro will maintain a list of subprocessors in our Trust Centre. The Business may request advance notice of new subprocessors and, if it reasonably objects, may terminate the applicable Services.
- **Data Transfers.** NotaryPro operates in Canada and uses infrastructure in Canada and the United States. By using our Services, the Business authorizes cross-border transfers of personal information to our facilities and subprocessors. NotaryPro will take reasonable steps to ensure that personal information transferred to other jurisdictions receives a comparable level of protection, including by entering into data-transfer agreements where required.
- **Retention and Deletion.** NotaryPro will retain personal information only as long as necessary to fulfil the Business Purpose and to comply with legal obligations. Upon termination of Services or upon written request, NotaryPro will securely delete or return personal information unless retention is required by law. Where deletion is not feasible, NotaryPro will anonymize personal information.

## 6. Audit and Compliance

Upon reasonable notice, NotaryPro will make available to the Business information necessary to demonstrate compliance with this DPS. The Business may conduct audits, including on-site inspections, no more than once per year and in a manner that minimizes disruption to NotaryPro's operations.

## 7. Liability and Indemnification

Each party is responsible for any damages or fines resulting from its breach of this DPS or its violation of applicable Privacy and Data Protection Requirements. The Business will indemnify NotaryPro for claims arising from the Business's failure to comply with its obligations under this DPS.

## 8. Modification

We may update this DPS to reflect changes in laws or our processing practices. We will notify the Business of any material changes. Continued use of the Services after the effective date of an updated DPS constitutes acceptance of the revised terms.

## 9. Contact

If you have questions about this DPS or wish to exercise your data-protection rights, please contact our Privacy Officer at [privacy@notarypro.ca](mailto:privacy@notarypro.ca).

# NotaryPro Technologies Inc. – Biometric Data Policy and Arbitration Agreement

Last Updated: January 2026

## 1. Purpose and Scope

This **Biometric Data Policy and Arbitration Agreement** (“**Policy**”) governs the collection, use, storage and processing of biometric identifiers and biometric information (collectively, “**Biometric Data**”) by **NotaryPro Technologies Inc.** (“**NotaryPro**,” “**we**,” “**us**” or “**our**”). It supplements the **General Terms of Service, Privacy Policy, Security Statement** and **Data Processing Supplement**. Capitalized terms not defined herein have the meanings given in those documents. This Policy applies when you use NotaryPro Services that involve Biometric Data, such as facial recognition or voice analysis for identity verification.

## 2. Collection and Use of Biometric Data

**2.1 Types of Biometric Data.** We may collect facial images, voiceprints or other biometric identifiers to verify your identity and prevent fraud. Biometric Data is collected only when necessary to comply with remote-notarization laws, identity-verification regulations or our legitimate fraud-prevention interests.

**2.2 Purpose.** We use Biometric Data solely for identity verification, fraud detection, compliance with legal requirements and security. We do not use Biometric Data for marketing or advertising purposes.

**2.3 Consent.** Before collecting Biometric Data, we will obtain your informed consent, as required by applicable privacy laws such as PIPEDA, Québec’s Bill 25 and U.S. state biometric-privacy statutes. By providing your Biometric Data, you consent to its collection, use and storage in accordance with this Policy.

**2.4 AI-Based Analysis.** We may use AI and machine-learning algorithms to analyse facial images, voiceprints and other biometric identifiers as part of our identity-verification and fraud-prevention processes. These algorithms compare your biometric data with encrypted reference templates and transaction risk models to confirm your identity. AI-based analysis is used solely for identity verification and fraud detection; it does not determine your eligibility for services beyond confirming your identity. All automated analysis is subject to human oversight, and our use of AI does not diminish your rights under this Policy. We do not use AI-driven biometric analysis for marketing or advertising, and we train our models using privacy-protective methods (e.g., anonymization or pseudonymization) whenever possible.

### 3. Disclosure of Biometric Data

We do not sell or license Biometric Data to third parties. We may share Biometric Data only with:

- **Service Providers** – third-party vendors who assist with identity verification or fraud prevention. These providers process Biometric Data on our behalf and are contractually obligated to protect it.
- **Legal Requirements** – law-enforcement agencies, regulators or courts when required by law.
- **Successors** – in the event of a merger, acquisition or sale of assets, Biometric Data may be transferred to the successor entity, provided that the successor continues to honour this Policy.

### 4. Retention and Destruction

We retain Biometric Data only as long as necessary to accomplish the purposes described above and to comply with legal obligations. In most cases, Biometric Data is deleted or anonymized within 90 days after completion of the transaction requiring identity verification, unless a longer retention period is required by law or the user requests that we retain the data. When Biometric Data is no longer needed, we will securely destroy it or remove personal identifiers to make it non-identifiable.

### 5. Security Measures

We implement administrative, technical and physical safeguards to protect Biometric Data, including encryption in transit and at rest, strict access controls, regular security audits and incident-response procedures. Our Security Statement provides additional detail about these measures.

### 6. Individual Rights

Individuals may request access to, correction of or deletion of their Biometric Data by contacting [privacy@notarypro.ca](mailto:privacy@notarypro.ca). We will respond to requests in accordance with applicable law. In some jurisdictions, individuals may have the right to file a complaint with a privacy regulator if they believe their Biometric Data has been mishandled.

### 7. Arbitration Agreement and Class-Action Waiver

To the maximum extent permitted by law, any dispute or claim arising out of or relating to the processing of Biometric Data by NotaryPro or its vendors will be resolved through binding arbitration on an individual basis rather than in court. You waive any right to bring or participate in a class-action lawsuit for such disputes. The arbitration will be administered by a neutral arbitration provider (such as JAMS or ADR Chambers) under its rules and procedures. Unless otherwise required by law, the arbitration will be conducted in Toronto, Ontario or by videoconference. Each party will bear its own costs, except as required by the arbitration provider's rules.

## 8. Modifications

We may modify this Policy to reflect changes in technology, law or our processing practices. We will provide notice of material changes by posting the updated Policy on our website and, where appropriate, by notifying you via email. Your continued use of the Services after the effective date of any changes constitutes your acceptance of the revised Policy.

## 9. Contact

If you have questions about this Policy or wish to exercise your rights, please contact us at [privacy@notarypro.ca](mailto:privacy@notarypro.ca) or write to **NotaryPro Technologies Inc., 2 Simcoe Street South, Suite 300, Oshawa, Ontario, L1H 8C1**

# NotaryPro Technologies Inc. – Acceptable Use Policy

Last Updated: 29 September 2025

## 1. Introduction

This **Acceptable Use Policy (“AUP”)** forms part of the **General Terms of Service** and supplements any applicable Service Supplement, **API Terms, Affiliate & Reseller Agreement, Privacy Policy** and **Security Statement** (collectively, the **“Terms”**). By accessing or using NotaryPro’s Platform, Services or any content or data we provide (collectively, **“NotaryPro Content”**), you agree to comply with this AUP. Capitalized terms not defined herein have the meanings given in the General Terms.

NotaryPro provides risk scores, identity verification indicators, document status updates and other information to help users make decisions. These indicators are not determinative of fraud or legitimacy; you are solely responsible for your decisions and actions.

## 2. Applicability

This AUP applies to all users who receive or use NotaryPro Content, including Clients, Business Account Holders, Notary Partners, Affiliates, Resellers and any other person or entity accessing our Platform or Services. It also applies to any third party who receives NotaryPro Content through your use of our Services.

## 3. User Responsibilities

- **Review and Use of Indicators.** You must review all risk scores and fraud indicators provided by NotaryPro and decide whether further action is appropriate. NotaryPro has no liability for a failure to detect fraud or the misuse of NotaryPro Content【856252044633295+L88-L96】.

- **Decision-Making.** Risk scores and indicators are provided for informational purposes only. You must not rely solely on NotaryPro Content to make decisions that could cause harm to an individual or violate laws. You remain responsible for complying with all applicable legal and regulatory requirements.

#### 4. Acceptable Uses and Prohibited Uses

- **Permitted Uses.** You may use NotaryPro Content solely for lawful purposes in connection with your use of the Services, including fraud prevention, identity verification and document processing.
- **Prohibited Uses.** You must not:
  - use NotaryPro Content for any “permitted purpose” covered by the U.S. **Fair Credit Reporting Act (FCRA)** or to take any “adverse action” as defined in the FCRA【856252044633295+L90-L93】;
  - use NotaryPro Content in violation of the **Drivers Privacy Protection Act (DPPA)**, the **Illinois Biometric Information Privacy Act (BIPA)** or similar privacy laws【856252044633295+L93-L97】;
  - use NotaryPro Content other than pursuant to an exception to the privacy provisions of the **Gramm-Leach-Bliley Act (GLBA)**【856252044633295+L98-L99】;
  - access NotaryPro Content from an IP address outside Canada or the United States without our prior written consent【856252044633295+L101-L103】;
  - retain NotaryPro Content longer than necessary to fulfill the purpose for which it was provided, and in any event, no longer than five (5) years【856252044633295+L103-L104】;
  - use NotaryPro Content for marketing purposes without obtaining the required consents or where prohibited by law【856252044633295+L109-L111】;
  - attempt to re-identify or de-anonymize aggregated or anonymized data;
  - share NotaryPro Content with unauthorized third parties or post it publicly;
  - engage in any unlawful, fraudulent, harassing, defamatory, obscene or abusive behavior or content;
  - use NotaryPro Content to discriminate on the basis of protected characteristics or to infringe any person’s rights; or
  - access or use NotaryPro Content in violation of economic sanctions or export control laws【856252044633295+L119-L124】.

#### 5. Compliance with Legal and Regulatory Requirements

You agree to provide all required notices and obtain all consents and approvals required under applicable laws before transferring personal information to NotaryPro and its service providers【856252044633295+L110-L115】. You certify that you will not use NotaryPro Content for any purposes governed by the FCRA, DPPA, BIPA or other similar privacy laws【856252044633295+L90-L97】. If you are subject to Canadian privacy laws

(e.g., PIPEDA, Québec's Bill 25), you agree to use NotaryPro Content in accordance with those laws and our Privacy Policy.

## 6. Record Retention and Notification

- **Record Keeping.** You must maintain a complete and accurate record of your use of NotaryPro Content for at least five (5) years【856252044633295+L103-L104】.
- **Incident Reporting.** You must immediately notify NotaryPro in writing if you suspect or confirm that any account ID, NotaryPro Content or data derived from it has been lost, stolen, compromised, misused or accessed in an unauthorized manner【856252044633295+L105-L109】.

## 7. Enforcement and Remedies

- **Monitoring.** NotaryPro may monitor your use of NotaryPro Content and investigate any suspected violation of this AUP. We may request evidence of your compliance, including records of use.
- **Remedies.** If NotaryPro determines, in its sole discretion, that you have violated this AUP, we may immediately terminate or suspend your access to NotaryPro Content, Services or accounts without notice and pursue any other remedies available to us【856252044633295+L123-L127】.
- **Indemnification.** You will indemnify and hold NotaryPro and its affiliates harmless from any third-party claims, damages and expenses (including legal fees) arising out of or related to your use of NotaryPro Content in violation of this AUP【856252044633295+L187-L193】.

## 8. Modification

We may modify this AUP at any time. If we make material changes, we will provide notice through the Platform or by email. Your continued use of NotaryPro Content after the effective date of the updated AUP constitutes your acceptance of the changes.

## 9. Contact Information

If you have any questions about this AUP or wish to report prohibited use, please contact us at [compliance@notarypro.ca](mailto:compliance@notarypro.ca).

# NotaryPro Technologies Inc. – Security Statement

Last Updated: January 2026

## 1. Introduction

NotaryPro Technologies Inc. (“**NotaryPro**”) is committed to protecting the confidentiality, integrity and availability of the data entrusted to us. This **Security**

**Statement** describes the administrative, technical and physical safeguards we employ to protect personal information and other sensitive data collected through our Platform and Services. It supplements the **General Terms of Service**, the **Service Supplements** (including but not limited to the Online Commissioning Supplement, AI Document Supplement and Business Services Supplement), the **Affiliate & Reseller Agreement** and our **Privacy Policy**, as well as our Data Processing Supplement, Biometric Data Policy and any capitalized terms defined in the Glossary. Together with those documents, this Security Statement forms part of your agreement with us and should be read consistently with the data retention and processing rules set out in those documents. It applies to all user categories defined in the General Terms, including Clients, Business Account Holders, Notary Partners and Affiliates or Resellers. Because NotaryPro operates in Canada and the United States, our security program meets or exceeds standards applicable in both jurisdictions, including requirements for remote and electronic notarization under the **E-SIGN Act**, **UETA** and state notarial laws.

## 2. Security program and frameworks

NotaryPro maintains a comprehensive information security program designed to protect against unauthorized access, loss or misuse of data. Our program includes controls aligned with leading frameworks and standards, and we periodically benchmark our practices against Canadian and U.S. technology industry norms. We follow guidance from the Office of the Privacy Commissioner of Canada and the National Institute of Standards and Technology (NIST) to ensure our controls remain current:

- **SOC 2** – We work toward compliance with the AICPA Trust Services Criteria (security, availability, confidentiality, processing integrity and privacy) and undergo regular audits.
- **NIST SP 800-53 (Moderate Baseline)** – We implement controls consistent with the U.S. National Institute of Standards and Technology (NIST) Special Publication 800-53 to manage risk and protect information systems.
- **NIST SP 800-63A IAL2** – Our identity verification processes are designed to meet Identity Assurance Level 2 requirements.
- **PCI DSS (SAQ A)** – For payment processing, we use PCI DSS-validated third parties and do not store cardholder data.
- **HIPAA, FERPA and Gramm-Leach-Bliley** – While NotaryPro is not a covered entity, we adopt controls to meet U.S. federal requirements when handling health, education or financial information.
- **HIPAA, FERPA and Gramm-Leach-Bliley** – While NotaryPro is not a covered entity, we adopt controls to meet U.S. federal requirements when handling health, education or financial information.
- **Canadian Centre for Cyber Security (CCCS)** - We follow guidance and best practices published by the CCCS, including baseline cyber security controls and recommendations for protecting information systems and data.

- **Canadian standards** – Our practices align with guidance from the Office of the Privacy Commissioner of Canada and provincial privacy commissioners, including PIPEDA Principle 7 (Safeguards), which requires organizations to protect personal information with security safeguards appropriate to its sensitivity. We comply with requirements under PIPEDA (including mandatory breach notification under sections 10.1-10.3), Québec’s **Bill 25** (Law 25) and other provincial privacy statutes including BC PIPA and Alberta PIPA. We monitor legislative developments (such as Ontario’s proposed privacy law) and adjust our controls accordingly.

We review our security program annually and update it as necessary to address emerging threats and regulatory changes.

### 3. Infrastructure and hosting security

- **Cloud environment** – We host our applications and data on **Microsoft Azure**, using isolated production environments and private storage containers. Azure provides network firewalls, intrusion detection and protection against distributed denial-of-service (DDoS) attacks.
- **Data encryption** – Data is encrypted in transit using **Transport Layer Security (TLS 1.2 or higher)** and at rest using **AES-256**. Sensitive information such as passwords is stored with strong one-way hashing algorithms.
- **Redundancy and backups** – We maintain redundant infrastructure and perform regular backups to ensure service availability and disaster recovery. Backup data is encrypted and stored in geographically separate locations.
- **Secure development** – Our software development lifecycle incorporates secure coding practices, static code analysis and regular penetration testing. We monitor for vulnerabilities and apply patches promptly.

### 4. Identity and access management

- **Authentication** – User authentication is managed through **OAuth 2.0**, requiring unique credentials for each account. We support multi-factor authentication for sensitive operations.
- **Authorization** – Role-based access control ensures that users, Notary Partners and employees have access only to the data required for their role.
- **Session management** – We issue signed, encrypted session cookies and enforce automatic expiration and logout after periods of inactivity.
- **Least privilege** – Internal staff and contractors are granted the least amount of access necessary to perform their duties. Access reviews occur regularly.

### 5. Application security

- **Document signing and storage** – Documents are encrypted before and after signing and stored in private containers accessible only through time-limited secure tokens.

- **Trusted partners** – We partner with industry-leading digital signing providers (e.g., DocuSign, SignNow) and video communication providers (e.g., Twilio) that comply with strict security standards.
- **Anti-tampering** – Our system ensures that completed documents are tamper-evident, with audit trails recording all actions taken during a signing session.
- **Secure coding and testing** – We adhere to OWASP guidelines, perform regular penetration testing and security assessments, and fix identified vulnerabilities promptly.
- **AI and Machine Learning.** We use AI and machine-learning technologies to enhance the security and reliability of our Platform. For example, we employ AI-based models to detect fraudulent behaviour, identify anomalies in system activity, analyse biometric data for identity verification and generate risk scores. These AI tools assist our human reviewers and do not replace manual oversight; any significant decision is subject to review by our security team. AI models are trained using anonymized or pseudonymized data where possible, and they are governed by the same security measures described in this Statement, including encryption, access controls, audit logging and incident response. We continually monitor and refine our AI systems to address new threats and improve accuracy.

## 6. Data retention and deletion

We adhere to a strict data retention policy, which operates together with and is subject to the data retention and deletion provisions in our Privacy Policy, Data Processing Supplement, Biometric Data Policy (for any biometric identifiers or templates) and the definitions and retention concepts set out in the Glossary:

- **Client documents and ID data** – retained for 90 days after creation for legal and quality assurance purposes and then securely deleted, in accordance with our Privacy Policy and, where applicable, our Data Processing Supplement and Biometric Data Policy. Business Account Holders may retain documents longer in our secure vault at their discretion.
- **Audit logs and session recordings** – retained for a minimum of seven (7) years or longer if required by law to ensure compliance with notarial record-keeping requirements, consistent with our Privacy Policy and any applicable Data Processing Supplement.
- **Backup data** – retained according to our disaster recovery schedule and securely destroyed when no longer needed, in line with the retention principles described in our Privacy Policy and any applicable Data Processing Supplement.

You may request deletion of your personal data where permitted by law, as described in our Privacy Policy and any applicable Data Processing Supplement or Biometric Data Policy. We will delete or anonymize data unless retention is required for legal,

contractual or security reasons, using the definitions and retention rules set out in those documents and the Glossary.

## 7. Incident management and breach notification

- **Incident response plan** – We maintain a documented incident response plan outlining procedures for identifying, responding to and mitigating security incidents.
- **Monitoring and detection** – We monitor our systems for anomalous activities and potential intrusions using automated tools and manual review.
- **Notification** – If we become aware of a security incident involving your personal information, we will notify you and relevant authorities in accordance with applicable law, including PIPEDA breach notification requirements (Canada) and applicable U.S. state breach notification laws. We will provide details about the nature of the incident, the data involved and the remediation steps being taken.
- **Continuous improvement** – Following an incident, we perform a post-mortem analysis and update our processes to prevent similar incidents.

## 8. Vendor and third-party security

We rely on third-party vendors for certain functions such as payment processing, identity verification, email delivery and analytics. We assess their security practices and require contractual commitments to protect data consistent with our standards. Key partners include:

- **Payment processors** (e.g., Stripe, Square, PayPal) – certified to PCI DSS standards and do not expose full card data to our systems.
- **Identity verification and video conferencing providers** (e.g., Twilio) – encrypt communications and provide secure access tokens.
- **Email service providers** (e.g., SendGrid) – support TLS encryption for email transmission.
- **Document signing partners** (e.g., DocuSign, SignNow) – meet industry standards for digital signatures and maintain SOC 2 or ISO 27001 certifications.

## 9. Availability and business continuity

We strive to ensure high availability of the Platform. Our business continuity and disaster recovery plans include:

- **Redundant infrastructure** – multiple availability zones and failover mechanisms.
- **Incident classification** – prioritizing incidents by impact and setting response times, similar to the service level definitions used in Proof's security statement.
- **Regular testing** – periodic disaster recovery exercises to validate failover and recovery processes.
- **Service level expectations** – while we make commercially reasonable efforts to maintain an uptime of at least 99.9%, no service can be guaranteed without

interruption. Downtime credits or remedies may be provided to Business Account Holders under a separate Service Level Agreement.

## 10. Compliance and audit

- **Audits** – We engage independent auditors to conduct SOC 2 assessments and other security evaluations. Upon request and under non-disclosure agreements, we may share summary audit reports with Business Account Holders.
  - **Regulatory compliance** – We comply with Canadian privacy laws including PIPEDA and its mandatory breach notification requirements, Québec Law 25, BC PIPA, Alberta PIPA and guidance from federal and provincial privacy commissioners. We also adhere to applicable U.S. laws relevant to our cross-border services, including the federal **E-SIGN Act**, state **UETA** statutes, state notary regulations governing electronic and remote notarization, and state privacy laws (such as the CCPA/CPRA, Virginia’s VCDPA, and emerging requirements in Colorado, Connecticut and Utah) where applicable. We monitor legislative developments in both countries to ensure ongoing compliance.
- **Certifications** – We maintain or work toward obtaining industry certifications such as SOC 2, and we require our key vendors to maintain equivalent certifications (e.g., SOC 2 Type 2, ISO 27001).

## 11. Contacting us

If you have any questions about this Security Statement or wish to report a security concern, please contact us at [legal@notarypro.ca](mailto:legal@notarypro.ca). For privacy-related inquiries, or for more information about how our security measures interact with our data retention and processing practices, please refer to our Privacy Policy, Data Processing Supplement, Biometric Data Policy and Glossary.

## NotaryPro Technologies Inc. – Glossary

**Last Updated:** January 2026

This **Glossary** provides definitions for terms used across the **General Terms of Service** and related policies. Capitalized terms not defined here have the meanings given in the General Terms.

- **Additional Fee** – a fee for Services or add-ons performed by NotaryPro upon request. Examples include additional seals, additional signatories or on-demand witnesses.
- **Affiliate (Corporate)** – a legal entity that controls, is controlled by or is under common control with another entity.

- **Affiliate (Marketing)** – an individual or entity that promotes NotaryPro Services through a unique link in exchange for commissions or discounts.
- **API** – NotaryPro’s application programming interface that allows authorized third parties to integrate their systems with the NotaryPro Platform.
- **API Key** – a unique security credential that authorizes access to the API.
- **Applicable Electronic Signature Law** – the Electronic Signatures in Global and National Commerce Act (E-SIGN) and any Canadian or provincial laws governing electronic signatures and remote online notarizations.
- **Applicable Notary Law** – the laws of a notary’s commissioning jurisdiction that govern authorization, performance and validity of traditional or remote online notarizations.
- **Authorized Person** – a person designated by a Business to instruct NotaryPro regarding the processing of personal information.
- **Biometric Data** – biometric identifiers or information, such as facial images or voiceprints, that are used for identity verification.
- **Business** – a corporation, partnership, sole proprietorship, non-profit organization, government entity or educational institution that registers for a Business Account with NotaryPro.
- **Business Account Holder** – any Business that purchases NotaryPro Services and is subject to the Business Services Supplement.
- **Capacity** – a specified volume of Services, such as a number of notarizations or verification sessions, purchased under a Subscription Plan.
- **Capacity Fee** – a fee paid for the amount of Capacity specified in an order form.
- **Client** – an individual who uses NotaryPro Services to sign a document, verify identity or complete a notarization.
- **Command Center** – NotaryPro’s administrative portal that provides enterprise features for managing Business Accounts, users and transactions...
- **Confidential Information** – any non-public information concerning a party’s business, operations or technology that the other party should reasonably understand to be confidential, including NotaryPro IP and user data..
- **Document** – a document in electronic form presented on the Platform to be signed, notarized or used in connection with a transaction.
- **Electronic Notarial Records** – the audio-visual recording of a notarial session and any information required by applicable notary law for inclusion in a notary’s electronic journal.
- **End User** – a user who signs a document, verifies identity or otherwise participates in a transaction but is not the notary.
- **eNote** – an electronic promissory note.
- **eVault** – an electronic vaulting service that allows for secure storage and management of electronic records such as original copies of contracts and eNotes.

- **Identity Verification Agent** – an individual who verifies a user’s identity using methods available on the platform.
- **In-House Notary** – a notary provided access to the Platform by a Business Account Holder to perform remote online notarizations for that Business.
- **Marks** – NotaryPro’s trademarks, logos and branding elements.
- **Notary Partner** – an independent contractor or employee of a Business who is duly commissioned to perform remote or traditional notarizations using the Platform.
- **Order Form** – a document executed by NotaryPro and a Business Account Holder that specifies Subscription Plans, fees and additional terms.
- **Participant** – a person who participates in a transaction at the request of a Client or Business Account Holder, such as a witness, attorney, title agent or realtor.
- **Platform** – the NotaryPro web and mobile applications, APIs, tools and services offered through **notarypro.ca** and related domains.
- **Privacy and Data Protection Requirements** – the laws and regulations governing the collection, use and protection of personal information, including PIPEDA, Québec’s Act to modernize legislative provisions respecting the protection of personal information, the CCPA/CPRA, GDPR (where applicable) and other federal, provincial, state and foreign privacy laws.
- **Provider** – in the Data Processing Supplement, the entity (NotaryPro) that processes personal information on behalf of the Business.
- **Services** – the Platform and all features provided by NotaryPro, including identity verification, document signing, notarization, fraud detection, scheduling and associated support services.
- **Subscriber** – a Business Account Holder who purchases a Subscription Plan subject to the Business Services Supplement.
- **Subscription Period** – the period during which a Subscription Plan remains active under the terms of an order form or online purchase.
- **Subscription Plan** – a plan outlining the number of transactions, features, fees and term of access to NotaryPro Services under the Business Services Supplement.
- **Transaction** – an instance of providing Services related to a document, identity verification or notarization.

This Glossary is intended to aid understanding of NotaryPro’s legal documents. If any definition here conflicts with a definition in the General Terms, the General Terms prevail.