exela
TECHNOLOGIES

Notary SaaS ("Software as a Service") - Supplement

(Last updated – December 9, 2021)

All Registered Users utilizing the Exela Remote Notarization software and service ("Services"), to access Notary SaaS to perform Notarizations or act in its capacity as a Notary, are subject to this Notary SaaS Service Supplement ("Notary Supplement"). This Notary Supplement is incorporated into and made a part of the User Terms of Service ("TOS").

1. Obligation of Notary.

By accessing the Exela Remote Notarization platform as an Authorized Notary, Notary is agreeing that Exela is it's authorized as its vendor to hold Electronic Notarial Records on Notary and Customer's behalf. Notary acknowledges and agrees that they are providing Notarizations on behalf of Registered Users who have requested such Notarizations. Notary acknowledges that by entering into this Notary SaaS Agreement that is not an employment agreement, and does not create an employment or worker relationship between the Notary and Exela.

2. Authorization:

NOTARY IS AUTHORIZED TO PERFORM NOTARIZATIONS THROUGH THE Exela Remote Notarization PLATFORM ONLY WHILE NOTARY: (A) IS DULY AUTHORIZED BY NOTARY'S COMMISSIONING JURISDICTION TO PERFORM REMOTE ONLINE NOTARIZATIONS, (B) NOTARY HAS A VALID DIGITAL CERTIFICATE WHICH COMPLIES WITH APPLICABLE NOTARY LAW, and (C) IS PHYSICALLY LOCATED WITHIN THE TERRITORIAL LIMITS OF NOTARY'S COMMISSIONING JURISDICTION. TRANSACTION SIGNATORIES AND PARTICIPANTS MAY CONNECT WITH NOTARY THROUGH THE Exela Remote Notarization PLATFORM FROM LOCATIONS OUTSIDE NOTARY'S COMMISSIONING JURISDICTION.

3. Compliance & Responsibility:

3.1. Notary will observe and act in accordance with Exela's rules and policies to ensure legal and regulatory compliance of the Exela Remote Notarization Platform and the integrity of notarial and other acts facilitated by the Exela Remote Notarization Platform, will maintain accurate profile information on the Exela Remote Notarization Platform, and will provide current and updated copies of any Compliance Documentation as Exela reasonably requires. "Compliance Documentation" means Notary's (a) proof of completion of training required by Applicable Notary Law if any) (b) proof of Notary's authorization to perform Remote Online Notarizations, (c) proof of sufficient E&O insurance, and (d) any other documentation that Exela reasonably requires to ensure compliance with applicable law. Exela may update Compliance Documentation requirements with reasonable advance notice to Notary. **NOTARY WILL PERFORM ALL NOTARIZATIONS IN ACCORDANCE WITH APPLICABLE NOTARY LAW AND IS RESPONSIBLE FOR ENSURING THAT TRANSACTIONS IN WHICH NOTARY USER PROVIDES SERVICES COMPLY WITH APPLICABLE NOTARY LAW, INCLUDING THE VALIDITY OF ACTS PERFORMED USING AUDIO-VIDEO COMMUNICATION TECHNOLOGY. EXELA WILL PROVIDE NOTARY REASONABLE TRAINING ON EXELA REMOTE NOTIRIZATION PLATFORM USE TO THE EXTENT REQUIRED BY APPLICABLE NOTARY LAW.**

3.2. Notary Responsibilities:

Notary specially acknowledges and agrees to the following:

3.2.1.   That the Notary is commissioned as a notary public by a state, jurisdiction or territory of the United States, and such commission authorizes you to perform Remote Online Notarizations in accordance with the Notarial Laws;

3.2.2.   If required by the Notarial Laws, Notary have notified the applicable commissioning agency that the Notary have selected Exela Remote Notarization Platform to perform Remote Online Notarizations;

3.2.3.   Notary has provided to the state commissioning agency, if required by Notarial Law, a visual rendering of the Notary configured electronic signature and System-generated notarial seal intended for use on Exela Remote Notarization Platform, and confirms that the electronic signature and notarial seal fully comply with the requirements of Notarial Law;

3.2.4.   Notary have sufficient information and training to successfully use Exela Remote Notarization Platform to conduct Remote Online Notarizations Sessions, to verify the identities of Signers, and to create, store and maintain the Journal and Recordings, in full compliance with Notarial Law.;

3.2.5.   Notary is solely responsible to ensure that the Notary Journal includes all information and data required by Notarial Law for each Session conducted on the Exela Remote Notarization Platform.

3.2.6.   Notary is solely responsible to ensure that the Recording of a Remote Online Notarizations Session includes all actions, statements and declarations required to be made or taken by the Notary or any Signer under Notarial Law,;

3.2.7.   Unless otherwise required under Notarial Law, Notary is solely responsible to respond to requests for access to any, and distribute copies, of the Recordings or Journal entries as permitted or required under Notarial Law, and Notary will not allow access to the Journal or any Recordings by any third party except as permitted by Notarial Law;

3.2.8.   Notary is solely responsible to create and maintain a backup of the Journal and all Recordings if such backup is required by Notarial Law;

3.2.9.   Notary is responsible for scheduling all Sessions with Signers and any Participants and conducting such Sessions timely and in accordance with Notarial Law;

3.2.10.   Notary is solely responsible to ensure that the notarial act that are requested to perform on Exela Remote Notarization Platform is permitted to be performed as Remote Online Notarizations under Notarial Law, and that the eDocument or Transaction requested to notarize is permitted to be notarized using Remote Online Notarizations under Notarial Law.

If, for any reason, the Notary do not believe that the Notary can perform a Remote Online Notarizations notarial act for any Signer or with respect to any eDocument or Transaction in accordance with Notarial Law, it is Notary's obligation to terminate the Session using functionality available in the Exela Remote Notarization Platform.

4.   Transactional Obligations:

Notary is responsible for ensuring that (a) the Electronic Notarial Records are completed accurately by using the Exela Remote Notarization Platform as it was designed, (b) any incomplete or inaccurate information in the Electronic Notarial Records is corrected by making a notation in the "Notes" section of the notarial journal, including properly listing and itemizing fees earned while using the Exela Remote Notarization Platform, (c) each notarial certificate Notary completes is accurate and properly completed with all relevant information, and (d) each notarial seal/stamp Notary applies to a Document is accurate and follows the requirements of Applicable Notary Law.

5.   Record Retention:

Exela will store a copy of a recording of the audio-video of the interaction between the Notary and the Signatory, and will maintain the information required for the electronic journal of notarial acts (collectively "Electronic Notarial Records") as required by Applicable Notarial Law. Exela will maintain Electronic Notarial Records, and the same will be accessible to the Notary and its respective successors after the Notary ceases to use the Exela Remote Notarization Exela will serve as backup of notarial records provider as required by Applicable Notarial Law. In addition to all other rights granted in the Privacy Policy, you expressly permit Exela to provide Registered Users and third parties the email address associated the Notary account so that the Registered User or third party may contact the Notary directly about a Transaction that the Notary completed services for on the Exela Remote Notarization platform, such inquiry may include a request for the Notary Electronic Notarial Records. It is the Notary duty to understand Applicable Notary Law and to determine when it can provide any information requested from a Registered User or a third party.

6.   Indemnification:

The Notary agrees to defend, indemnify, and hold Exela, its affiliates, officers, directors, employees, suppliers, consultants, and agents harmless from any and all third-party claims, liability, damages, and costs (including, but not limited to, attorneys' fees) arising from or related to, as applicable: (a) Notary access to and use of the Platform, Services or Site; (b) violation of the terms under this Agreement; (c) infringement of any intellectual property or other right of any person or entity; and (d) the nature and content of all data processed for these Services.

7.   Notary Fees:

Notary will be paid per Transaction based on the number of Notary seals applied in each Transaction Session. The Notary shall be paid at a rate of ten dollar ($10) for the first (1st) seal; one dollar ($1) for every seal thereafter. The Notary shall provide Exela with the appropriate banking details to facilitate payment. The Notary acknowledges that Exela may change its fees and/or fee structures for Services from time to time in its discretion. Exela will inform the Notary about such change. Exela shall not be liable to Notary or to any third party for any modification, price change, suspension or discontinuance of the Services. If the Notary has a good faith dispute of any payment, the Notary should contact Exela's support team with details of the dispute, any supporting documentation, and the Notary's contact information within thirty (30) days of becoming aware of the dispute. Upon resolution, Exela will promptly credit any amount owed to Notary.