

eNotaryLog Privacy Policy

EFFECTIVE DATE:

eNotaryLog (**Provider**” or “**we,**” “**us,**” or “**our**”) provides a website, www.enotarylog.com (“Website”) and platform (together, the “**Platform**”) through which persons can have documents electronically signed and notarized using Remote Online Notarization or electronically signed using the eSignature Solution. In this Privacy Policy (“**Policy**”), we describe how we collect, use, and disclose information that we obtain about Visitors, Authorized Users, and Customers of our Platform, including use of our Services through our Platform.

By visiting the Platform, or using any of our Services, you agree that your personal information will be handled as described in this Policy. Your use of our Platform or Services, and any dispute over privacy, is subject to this Policy and our [General Terms & Conditions](#) and our [User Agreement](#), and if applicable, the Notary Terms (together, the “**Terms**”), including its applicable limitations on damages and the resolution of disputes. All terms not defined in the Policy but defined in our Terms have the meanings set forth in the Terms. The Terms are incorporated by reference into this Policy.

The Information We Collect About You

We collect information about you directly from you and from third parties, and automatically through your use of our Platform or Services.

Information We Collect Directly From You Or That We Receive About You From Other Customers. The information we collect from you depends on how you use our Platform and/or our Services. To use our Services, you must be an Authorized User or a Customer. To become a Customer, you must create an Account; to be an Authorized User, you must be authorized by a Customer to access the Platform. Depending on your role in the Transaction and the type of Transaction, you may be required to provide us with different types of information. Further, a Customer or other Authorized User may provide us with certain information on your behalf as part of a Transaction initiated by that Customer. In general, you must provide us with the following information for us to provide you Services:

- your name;
- your email address;
- your physical address;
- your phone number;
- your social security number, for identify verification;
- your government-issued identification, such as a driver’s license or a passport (and some Transactions may require you to provide more than one form of government-issued identification);
- Documentation relating to the Transaction; and
- any other Transaction information that we require to provide the Services.

If you are a Customer, you may need to provide us with information about any Authorized User such that the Authorized User can access the Platform and participate in a Transaction. This information may include:

- the Authorized User’s name;
- the Authorized User’s email address;
- the Authorized User’s phone number;
- the Authorized User’s social security number;
- the Authorized User’s government-issued identity credentials (*e.g.*, the driver’s license or passport information);
- Documentation relating to the Transaction; and

- any other Transaction information that we require to provide the Services.

A Session may include Remote Online Notarization. Remote Online Notarization requires live audio-video communication between at least two Authorized Users, one of which will be a Notary. If you are acting as an Authorized User, as part of the Session, the Notary may make determinations regarding your identity, including requiring a display of government-issued identification, to the extent required by law, and the Notary will witness you signing Documentation. We will record the Session, meaning we will capture the audio and video of any Authorized User and anyone else who appears on screen with the Authorized User, even if such person is not an Authorized User (“**Session Recording**”). By either requesting or participating in Services, you confirm that every person who appears or is heard in your audio-video feed during the Session, including yourself, is authorized to appear or be heard, is permitted to appear or speak, and has consented to being recorded as part of the Session Recording. We will store the Session Recording electronically and we will do so for the time period required by the applicable Notarial Law.

If you are a Customer and you make a purchase, we will collect your payment information, such as your credit or debit card information and your billing and shipping address.

Information We Collect From Other Entities. To provide you with Services, your identity may need to be verified. To do so, we will collect certain personal information and identity credentials—which we have listed above—and we will use Service Providers to assist with your identity verification and credential analysis.

Information We Collect Automatically. We automatically collect information about your use of our Platform through cookies, web beacons, and other technologies. To the extent permitted by applicable law, we combine this information with other information we collect about you, including your personal information. Please see the section “Cookies and Other Tracking Mechanisms” below for more information. Specifically, regarding your use of the Platform, we may collect:

- your browser type and operating system;
- pages you view on the Platform; links you click on the Platform;
- your IP address;
- the length of time you visit our Platform and/or use our Services;
- the referring URL, or the webpage that led you to our Platform.

Further, as part of a Transaction, we automatically collect information regarding each Customer and each Authorized Person’s actions to create a record of the Transaction (“**Audit Log**”). This information includes when a Customer uploaded Documentation to the Platform for use in the Transaction; when an Authorized Person accessed the Platform and how that Authorized Person was authenticated; when the Authorized person created his or her electronic signature; when the Authorized Person opened or viewed any Documentation; and any other Authorized Person activity during a Session.

How We Use Your Information

We may use your information, including your personal information, for the following purposes, to the extent permitted by applicable law:

- To provide our Services to you, including maintaining any Account you create and to confirm your identity as needed.
- To record and preserve any Session, including the Session Recording, and to create the Audit Log.
- To communicate with you about your use of our Services, to respond to your inquiries, and for other customer service purposes.

- To tailor the content and information that we may send or display to you, to offer location customization, and personalized help and instructions, and to otherwise personalize your experiences while using the Services.
- To send you email marketing about our products and services.
- To send you news and newsletters.
- To send you email marketing about products and services of our affiliated entities.
- To send you email marketing about products and services of other entities that we think may be of interest to you.
- To assist us in advertising on third-party websites and other online services, and to evaluate the success of our advertising campaigns through third-party channels (including our online targeted advertising and offline promotional campaigns).
- To better understand how people access and use our Services, both on an aggregated and individualized basis. For example, we will evaluate which features of our Platform are more (or least) used by people, and we will use this information.
- For research and analytics purposes.
- To administer surveys and questionnaires, such as for market research or Customer or Authorized User satisfaction purposes.
- To comply with legal obligations, as part of our general business operations, and for other business administration purposes.
- Where we believe necessary to investigate, prevent or take action regarding illegal activities, suspected fraud, situations involving potential threats to the safety of any person or violations of our Terms or this Policy.

How We Share Your Information

We may share your information, including personal information, as follows, to the extent permitted by applicable law, and for purposes of providing Services and conducting the Transaction:

- ***Transaction Participants, Including Other Authorized Users and Customers.*** Documentation, the Session Recording, the Audit Log, and other information resulting from a Transaction will be shared with, and made available to, any person authorized to view and/or keep such materials. This could include another Authorized User, including the Notary, and the Customer who initiated the Transaction.
- ***Service Providers.*** We disclose the information we collect from you to Service Providers, contractors or agents who perform functions on our behalf. These Service Providers include identity verification providers, credential analysis providers, and more.
- ***Affiliates.*** We disclose the information we collect from you to our affiliates or subsidiaries.
- ***Third Parties.***

We also disclose information in the following circumstances:

- ***Business Transfers.*** If (i) we or our affiliates are or may be acquired by, merged with, or invested in by another company, or (ii) if any of our assets are or may be transferred to another company, whether as part of a bankruptcy or insolvency proceeding or otherwise, we may transfer the information we have collected from you to the other company. As part of the business transfer process, we may share certain of your personal information with lenders, auditors, and third-party advisors, including attorneys and consultants.
- ***Those With a Legal Right.*** We will share your information with regulatory agencies, including any state regulator of Notaries, to the extent required by law. Further, certain Notarial Laws allow public review of a Notary's journal and the Session Recording in certain circumstances; to the extent required by law, we will share such information.

- ***In Response to Legal Process.*** We disclose your information to comply with the law, a judicial proceeding, court order, or other legal process, such as in response to a court order or a subpoena.
- ***To Protect Us and Others.*** We disclose your information when we believe it is appropriate to do so to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the safety of any person, violations of our Terms or this Policy, or as evidence in litigation in which we are involved.
- ***Aggregate and De-Identified Information.*** We share aggregate, anonymized, or de-identified information about users with third parties for marketing, advertising, research or similar purposes.

Our Use of Cookies and Other Tracking Mechanisms

We and our Service Providers use cookies and other tracking mechanisms to track information about your use of our Platform or Services. We may combine this information with other personal information we collect from you (and our Service Providers may do so on our behalf).

Cookies. Cookies are alphanumeric identifiers that we transfer to your device’s hard drive through your web browser for record-keeping purposes. Some cookies allow us to make it easier for you to navigate our Platform and Services, while others are used to enable a faster log-in process or to allow us to track your activities at our Platform and Service. There are two types of cookies: session and persistent cookies.

- **Session Cookies.** Session cookies exist only during an online session. They disappear from your device when you close your browser or turn off your device. We use session cookies to allow our systems to uniquely identify you during a session or while you are logged into the Platform or using the Services. This allows us to process your online transactions and requests and verify your identity, after you have logged in, as you move through our Platform and Services.
- **Persistent Cookies.** Persistent cookies remain on your device after you have closed your browser or turned off your device. We use persistent cookies to track aggregate and statistical information about user activity.

Disabling Cookies. Most web browsers automatically accept cookies, but if you prefer, you can edit your browser options to block them in the future. The Help portion of the toolbar on most browsers will tell you how to prevent your computer from accepting new cookies, how to have the browser notify you when you receive a new cookie, or how to disable cookies altogether. Visitors to our Platform who disable cookies will be able to browse certain areas of the Platform, but some features may not function.

Flash Local Storage Objects. We may use Flash Local Storage Objects (“Flash LSOs”) to store your Platform preferences and to personalize your visit. Flash LSOs are different from browser cookies because of the amount and type of data stored. Typically, you cannot control, delete, or disable the acceptance of Flash LSOs through your web browser. For more information on Flash LSOs, or to learn how to manage your settings for Flash LSOs, go to the Adobe Flash Player Help Page, choose “Global Storage Settings Panel” and follow the instructions. To see the Flash LSOs currently on your computer, choose “Website Storage Settings Panel” and follow the instructions to review and, if you choose, to delete any specific Flash LSO.

Clear GIFs, pixel tags and other technologies. Clear GIFs are tiny graphics with a unique identifier, similar in function to cookies. In contrast to cookies, which are stored on your computer’s hard drive, clear GIFs are embedded invisibly on web and app pages. We may use clear GIFs (a.k.a. web beacons, web bugs or pixel tags), in connection with our Platform and Services to, among other things, track the activities of Platform visitors, help us manage content, and compile statistics about Platform usage. We and our Service Providers also use clear GIFs in HTML e-mails to our customers, to help us track e-mail response rates, identify when our e-mails are viewed, and track whether our e-mails are forwarded.

Third Party Analytics. We use automated devices and applications, such as Google Analytics, to evaluate usage of our Platform. We also may use other analytic means to evaluate our Platform. We use these tools to help us improve our Platform's performance and user experiences. These entities may use cookies and other tracking technologies, such as web beacons or local storage objects (LSOs), to perform their services. To learn more about Google's privacy practices, please review the Google Privacy Policy at <https://www.google.com/policies/privacy/>. You can also download the Google Analytics Opt-out Browser Add-on to prevent their data from being used by Google Analytics at <https://tools.google.com/dlpage/gaoptout>.

Do-Not-Track. Currently, our systems do not recognize browser "do-not-track" requests. You may, however, disable certain tracking as discussed in this section (e.g., by disabling cookies); you also may opt-out of targeted advertising by following the instructions in the Third-Party Ad Network section.

Third-Party Ad Networks

We use third parties such as network advertisers to serve advertisements on our Platform and on third-party websites or other media (e.g., social networking platforms). This enables us and these third parties to target advertisements to you for products and services in which you might be interested. Third-party ad network providers, advertisers, sponsors and/or traffic measurement services may use cookies, JavaScript, web beacons (including clear GIFs), Flash LSOs and other tracking technologies to measure the effectiveness of their ads and to personalize advertising content to you. These third-party cookies and other technologies are governed by each third party's specific privacy policy, not this one. We may provide these third-party advertisers with information, including personal information, about you.

Users in the United States may opt out of many third-party ad networks. For example, you may go to the Digital Advertising Alliance ("DAA") [Consumer Choice Page](#) for information about opting out of interest-based advertising and their choices regarding having information used by [DAA companies](#). You may also go to the Network Advertising Initiative ("NAI") [Consumer Opt-Out Page](#) for information about opting out of interest-based advertising and their choices regarding having information used by [NAI members](#).

Opting out from one or more companies listed on the DAA [Consumer Choice Page](#) or the NAI [Consumer Opt-Out Page](#) will opt you out from those companies' delivery of interest-based content or ads to you, but it does not mean you will no longer receive any advertising through our Platform, Services, or on other websites. You may continue to receive advertisements, for example, based on the particular website that you are viewing (i.e., contextually based ads). Also, if your browsers are configured to reject cookies when you opt out on the DAA or NAI websites, your opt out may not be effective. Additional information is available on the DAA's website at www.aboutads.info or the NAI's website at www.networkadvertising.org.

Customer Generated Content

As a Customer, you will need to upload Documentation to the Platform as part of a Transaction for use by you, as the Customer, the Notary, and any other parties you authorize, such as Authorized Users. As a Customer, when uploading Documentation to the Platform, all information that you upload will be available to any Authorized User you grant access to as part of that Transaction. Authorized Users will not have access to any Documentation that is not part of a Transaction that you, as a Customer, have initiated.

Third-Party Links

Our Platform and Services may contain links to third-party websites. Any access to and use of such linked websites is not governed by this Policy, but instead is governed by the privacy policies of those third-party websites. We are not responsible for the information practices of such third-party websites.

Security of My Personal Information

We have implemented reasonable precautions to protect the information we collect from loss, misuse, and unauthorized access, disclosure, alteration, and destruction. Please be aware that despite our best efforts, no data security measures can guarantee security.

You should take steps to protect against unauthorized access to your email account, password, phone, and computer by, among other things, signing off after using a shared computer, choosing a robust password that nobody else knows or can easily guess, and keeping your log-in and password private. We are not responsible for any lost, stolen, or compromised passwords or for any activity on your behalf on the Platform via unauthorized password activity or unauthorized access via your email account.

Access To My Personal Information

If you are a Customer, you may modify personal information that you have submitted by logging into your Account and updating your profile information. Please note that copies of information that you have updated, modified or deleted may remain viewable in cached and archived pages of the Platform for a period of time.

What Choices Do I Have Regarding Use of My Personal Information?

We may send periodic promotional emails to you. You may opt-out of promotional emails by following the opt-out instructions contained in the email. Please note that it may take up to 10 business days for us to process opt-out requests. If you opt-out of receiving promotional emails, we may still send you emails about any Session and/or Transaction Account or any services you have requested or received from us.

Children Under 13

Our Services are not designed for children under 13. If we discover that a child under 13 has provided us with personal information, we will delete such information from our systems.

Contact Us

If you have questions about the privacy aspects of our Platform or Services or would like to make a complaint, please contact us via telephone at 855-225-5808 or email at legal@enotarylog.com.

Changes to this Policy

This Policy is current as of the Effective Date set forth above. We may change this Policy from time to time, so please be sure to check back periodically. We will post any changes to this Policy on our Platform. If we make any changes to this Policy that materially affect our practices with regard to the personal information we have previously collected from you, we will endeavor to provide you with notice in advance of such change by highlighting the change on our Platform.