Terms of Service

DOCUMENT LOSSES AND SHIPMENT DELAYS. In engaging the services of Document Authentication and Notary Services, LLC ("DANS"), it is agreed and acknowledged by the client that DANS cannot and does not accept liability for delays or loss of documents due to unforeseen circumstances in the shipping of documents, whether it be weather, rerouting, misplaced/lost shipments, acts of terrorism, processes and pickup schedules, misdirected shipments or incorrectly addressed shipments as provided by the client. We make every attempt to get your important documents turned around as fast as possible out of our office in Melbourne FL but cannot assume responsibility for transit by way of a commercial shipper once documents are placed in their hands. We will do our best at tracking your shipment through the authentication process and informing you promptly if an issue arises with the shipper throughout the process.

Information provided to the agencies for document authentication or to shipping companies is taken directly off our Apostille/Authentication Order Form, the content of which is supplied by the client. Incomplete or inaccurate information supplied by the client that negates or delays documents from being authenticated and/or shipped to the indicated recipient as a result, is not the responsibility of DANS. We are not liable for inaccurate or incomplete information supplied by you in regards to shipping addresses, foreign Postal Codes, phone numbers or email addresses. We request that our Apostille/Authentication Order Form be filled out on a computer using Adobe Acrobat or Adobe Reader to minimize misinterpretation as individual handwriting varies so widely.

APOSTILLE/AUTHENTICATION CERTIFICATE ISSUANCE. DANS facilitates the authentication of documents on your behalf and we will verify FLORIDA notarizations for conformance to Florida statutes before document submission. **However, the ultimate decision to authenticate or legalize a document by the FL Department of State, the US Department of State, or an Embassy/Consulate is at their sole discretion.** AUTHENTICATION CERTIFICATES CAN ONLY BE ISSUED BY THE FLORIDA DEPARTMENT OF STATE FOR DOCUMENTS NOTARIZED BY FLORIDA NOTARIES OR SIGNED BY Elected Or Appointed Officials. Transcripts from PUBLIC schools must have the registrar’s signature notarized at the time of issuance.

AGENCY ERRORS. At times, state and federal agencies will issue certificates which are incorrectly applied to your document due to sequencing issues, clerical errors, negligence or process breakdown. If we get back incorrect certifications (eg CNA for an Apostille or Incumbent Certificate for an Apostille) we will work with the state or federal agency to rectify the situation. If you knowingly get an incorrect one issued, call us immediately. We can be held liable for delays caused by issues at the state, federal or embassy/consulate level but will make every effort to rectify the situation on your behalf.

FINANCIAL LIABILITY AND REFUNDS. The liability of DANS is specifically limited to the refund of any monies paid to DANS for services rendered by DANS, including notarizations, preparing document packages for authentication, preparing shipments and local travel. Refunds do not include fees paid to third parties who render services on behalf of the client including: translation services, courier services, agency fees, fees paid to acquire official documents or shipping fees. In cases where commercial carriers refund shipping fees due to misdirected or lost shipments, DANS will refund the shipping fees charged by the carrier back to the client, at DANS discretion.

If typographical errors are introduced on forms we supply agencies due to our own negligence and they result in the rejection of an authentication, we will resubmit your documents with corrected forms (eg translation affidavits) at our expense. We may use the same service type that was originally requested by the client or upgrade the service type to expedite authentication turnaround, at our own discretion and expense.

Please keep for your records

Check out our resources including preprinted notarial certificates, apostille request forms, affidavits, living wills and many others.

www.NotaryFL.com
SERVICE AND FEE ADJUSTMENTS. Initial good faith estimates are based on the initial conversation with the client and based on the clients’ perception of what the authentication requirement might be. A final fee schedule is assessed once documents are received in our office. Charges could be more or less than the good faith estimate based on the actual documents received or agency fees charged to acquire documents on the clients’ behalf. A revision of the good faith estimate could be made based on undisclosed/unknown requirements necessary to have the documents authenticated. Some examples might be: a) acquisition of court documents at the county courthouse, b) obtaining local college transcripts from an area college or university and for which the signature of the registrar requires notation, c) Clerk of Court documents, d) obtaining certified copies of death, birth, marriage, or divorce certificates from the state Vital Records Office for authentication, e) obtaining supporting documents required by a foreign consulate to legalize documents, f) applying for certified copies of criminal background checks from the FBI, FL Department of Law Enforcement or local or county Sheriff’s Offices on behalf of the client, g) obtaining corporation certifications through the FL Department of State’s Division of Corporations, h) creating attested copies of oversized certificates, i) providing translations of documents, j) special authentication requirements for mainland China or a possession of the U.S., k) additional shipping requirements including rerouting, and the like, which involve addition time, travel and expense on behalf of DANS and/or state or federal agencies and shippers. In these cases we will explain the additional services and related costs before proceeding.

ESTIMATED TURNAROUND TIMES. Turnaround times for documents being authenticated at the state, federal or embassy/consulate level will fluctuate depending on: a) the workload at the agency (number of documents being received by the agency, especially after an unforeseen closure due to law enforcement action or weather related incidents), b) complexity of the transaction—especially at the Division of Corporations, c) the number of agency clerks on duty, etc. Delays will also be experienced if we are holding a partial set of documents, awaiting complete sets before submitting the document package for authentication. Some examples are: a) letters from universities attesting to physical attendance, b) attestations from academic clearinghouses, c) copies of passports, d) doctors’ affirmations, e) offer letters for overseas employment, f) requests for legalization on behalf of hiring party, etc.

UNAUTHORIZED PRACTICE OF LAW. Please note that DANS, its agents and employees (if any) are not engaged in the practice of law. As with all important legal matters, DANS recommends that you consult with an attorney licensed to practice law in the applicable jurisdiction in regards to the documents you provide DANS. Document Authentication and Notary Services, LLC cannot, and will not, make determinations of legality or appropriateness regarding the content of documents you provide us for either notarization of signatures, attested copies or authentication services.

WARRANTY. Please note that DANS (at NotaryFL.com) disclaims any warranty beyond the limited warranty stated above, whether express or implied, including the implied warranties of merchantability and fitness for purposes. Under no circumstances will DANS or its advisers, subcontractors or employees (if any), be liable or responsible for any damage or inconvenience caused or alleged by the use of our services.

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