



TVS TERMS AND CONDITIONS OF SERVICE

Between:

Your Name is deemed to go here
(Herein after called "The Member")

And

TVS Tenant Verification Service Inc.
(Herein after called "The Company")

Note: The Member is providing an electronic signature by clicking on **Submit** at the bottom of the online application page.

This TVS Terms and Conditions of Service is made between The Member and The Company. The Member hereby acknowledges that The Company obtains its products from Equifax Canada Co (Equifax), TransUnion Canada (TransUnion) and Xpera HR Services (Xpera).

Definitions:

"Applicant" refers to the individual, Applicant, consumer or person applying for tenancy with The Member.

"Business Credit Report" means a credit report on a business entity or corporation.

"Consumer Credit Report" is a report derived from either Equifax or TransUnion consisting of one or more of the following: personal identification information, file inquiries, public records, employment information and/or credit history information.

"Effective Date" means the date the Member executes The TVS Terms and Conditions of Service.

"Personal Information" may include but is not limited to name, address, date of birth, social insurance number, driver's license information and phone number.

1. The TVS Terms and Conditions govern The Member's access to The Company's platform and portals within The Company's website. When The Member clicks on the Submit button at the bottom of the TVS Membership Application, The Member is agreeing to said Terms and Conditions of Service.
2. The Effective Date is as soon as The Member clicks on the Submit button at the bottom of the TVS Membership Application page. Upon entering into this agreement, The Member represents that they are lawfully able to enter this agreement and that they have the legal authority to be bound to this agreement. If The Member is acting on behalf of the company they work for, The Member confirms they have the legal authority to bind themselves to that company. If The Member does not have such authority or if The Member does not agree with the TVS Terms and Conditions of Service, The Member must not click on the Submit button at the bottom of the TVS Membership Application page.
3. TVS may revise these Terms and Conditions of Service at any time. Any revised Terms and Conditions of Service will be effective when posted to the TVS website. TVS will post any revised Terms and Conditions of Service to Member accounts for the Member's acknowledgement.
4. The Company agrees to:
 - maintain a database of information obtained from its members and other sources.
 - furnish such information as a Consumer Credit Report or Business Credit Report and services as requested by The Member for stated fees and as permitted by law.
 - provide such other services from time to time as may be deemed by The Company to be beneficial to The Member.
 - only collect Personal Information for the purpose of identifying clients and establishing a permissible purpose for using the TVS service in accordance with PIPA (Personal Information Protection Act) and PIPEDA (Personal Information Protection and Electronic Documents Act).
5. The Member agrees to use Consumer Credit Reports and Business Credit Reports only in connection with its legitimate business and for a purpose authorized by the Credit & Consumer Reporting and Business Practices Acts such as for entering or renewal of tenancy agreements.

6. The Member further agrees as follows:
 - to request Consumer Credit Reports and/or Business Credit Reports only for The Member's exclusive and one time use and for permissible purposes permitted under the Consumer Reporting and Business Practices Acts as they relate to each Canadian Province and Territory.
 - to hold the content of a Consumer Credit Report and/or Business Credit Report in strict confidence and to not disclose the content of a Consumer Report to any other person.
 - to refer any Applicant seeking to question or challenge the content of a Consumer Credit Report relating to them to The Company.
 - they will not access a Consumer Credit Report on themselves, family, relatives or friends and will not obtain a Consumer Credit Report for any other Individual or Company.
 - all hardcopies of Consumer Credit Reports are to be shredded or destroyed, rendered unreadable when no longer required or after 30 days, whichever occurs first.
7. The Member hereby acknowledges that The Company cannot guarantee the accuracy of any Consumer Credit Report and accepts all information "AS IS". Member acknowledges and agrees that The Company obtains its data from third-party sources, which may or may not be completely thorough and accurate, and The Member shall not rely on The Company for the accuracy or completeness of information supplied through The Company's Services.
8. In no way shall The Company, its Directors or Employees be liable in any manner whatsoever for any loss or injury to The Member resulting from the obtaining or furnishing of a Consumer Credit Report or Business Credit Report. The Member agrees to save and hold The Company, its Directors and Employees harmless and indemnify them from any claims, losses, damages, or costs arising from the publication or disclosure of any Report from The Company to The Member.
9. The Member certifies that they are not a bail bond company, credit repair company (including credit counseling and credit clinics), investigative company (including private investigators and detective agencies), attorney or paralegal firm, news agency or journalist, law enforcement personnel, dating service, asset location service, has never been involved in credit fraud or other unethical business practices, is not listed on any credit reporting agency notification, and that the business operation for which this application is being made is one of renting real property (houses, apartments or commercial buildings) which The Member does not occupy.
10. The Member agrees that it shall obtain written authorization from an Applicant before requesting a Consumer Credit Report from The Company. If requested by the Applicant, The Member will provide the Applicant with the name, address, and telephone number of The Company. All terms, conditions, warranties, or transactions under this agreement are subject to the Business Practices and Consumer Protection Act of BC, and the Consumer Reporting Acts of each Province and Territory. Any provision of this agreement not in compliance therewith shall be deemed to be amended to comply.
11. The Member acknowledges that access to The Company's services requires secure access to the internet via a password protected laptop or desktop computer as all transactions are conducted electronically. The Member agrees to keep all login information including but not limited to usernames and passwords used to access The Member's online account with The Company private and acknowledges they must not share this information with any other person.
12. The Member agrees that they will abide by all rules including but not limited to PIPA and PIPEDA regarding the collection and use of Personal Information as it relates to the Applicant.
13. The Member hereby certifies that they are a landlord/property manager/resident manager and has a permissible purpose for obtaining Consumer Credit Reports and using The Company's services. The Member certifies their permissible purpose is for the entering into or the renewal of a tenancy agreement with the Applicant.
14. The Member will maintain copies of all written authorizations for the duration of their membership with TVS for a period no less than 6 years after the membership has terminated. If requested, these authorizations must be made available to TVS within 2 business days of the request.
15. The Member acknowledges that The Company may audit The Member's practices to ensure compliance with the TVS Terms and Conditions of Service. The Member will reasonably cooperate with all such audits. The Company may request The Member provide documentation regarding permissible purpose for particular Consumer Credit Reports ordered by The Member. The Member must provide all relevant documentation The Company reasonably requests during an audit to establish The Member's compliance with the terms hereof.

16. The Member agrees to update their contact information with The Company when it changes. The Member may login to their online account with The Company to update their contact information, or they may contact The Company to do so.
17. This agreement shall continue in effect from year to year unless terminated by breach or cancelled by either party.
18. The Company may withhold or terminate services to The Member if The Member violates or is in violation of this agreement.
19. The above Member consents to the obtaining of an applicant authentication via Equifax Canada Co. This is an online identity questionnaire with only a few short questions strictly used to help authenticate and identity The Member.