

EQUIFAX CANADA SERVICE AGREEMENT

Between: Your Name is deemed to go here
(Herein after called "The Member") **And** TVS Tenant Verification Service Inc.
(Herein after called "The Company")

This Equifax Service Agreement is made between The Member and The Company. The Member hereby acknowledges that The Company is an Agent of Equifax Canada Co. (Equifax) and that The Company is entitled to receive consumer and commercial data from Equifax.

Definitions:

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

"Authorized User" refers to The Member or an authorized representative of The Member who has been trained with regards to their obligations under the TVS Terms and Conditions along with the Equifax Service Agreement.

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

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

"Credit File" means all the information Equifax maintains on an individual and uses while supplying services.

"Effective Date" means the date The Member executes this Equifax Service Agreement.

"Equifax Scores" are services that analyze select information within a Consumer Credit Report or Business Credit Report to provide The Member with a numeric score that represents the statistical risk of certain behavior or events associated with that information.

"Input Data" is the information The Member provides to The Company when it requests a search.

"Output Data" is the information provided by Equifax to The Member in response to a search request. Output Data may include information from a Consumer Credit File or Commercial Report. Input Data is not included in the Output Data.

"Search" means the use of The Company's service by The Member to request information on an applicant which is derived from an Equifax Credit File.

- A.** From time to time in accordance with the agreement reached between The Member and The Company, and for the purpose of providing credit information on Applicant, The Member will require from The Company information obtained from Equifax.
- B.** The Member acknowledges they will obtain the appropriate active and informed consent from each individual Applicant in accordance with applicable law for the disclosure of Personal Information about such Applicant in the form of a Consumer Credit Report prior to requesting a Consumer Credit Report. The active and informed consent for using The Company's services and accessing Output Data from Equifax is for the purpose of the entering into or renewal of a tenancy agreement.
- C.** The Member will only use the Output Data information pertaining to an Applicant and received from The Company to verify the credit worthiness of the Applicant and in accordance with the authorization given by the Applicant.

- D.** The Member will not convey any Output Data information received from The Company to any third parties.
- E.** The Member will take all measures necessary to ensure the security and the confidentiality of the Output Data information received from The Company and will only allow its representatives, agents, and employees to read the contents for the purposes necessary to perform their duties.
- F.** If any Applicant wishes to dispute the Output Data or has questions about its accuracy, The Member will refer the Applicant to Equifax.
- G.** The Member may only use Equifax Scores for its own due diligence when screening an Applicant for tenancy. In accordance with this agreement, no other use is permitted.
- H.** The Member agrees to not use Equifax Scores as the sole consideration when making a tenant screening decision and acknowledges that other due diligence beyond the Equifax Score must be considered. This due diligence may include but is not limited to the credit report, the rental application, interviews with current/previous landlord(s), employment verification, income verification and references.
- I.** The Company and Equifax make no warranty or representation that Equifax Scores will accurately predict risks associated with any applicant and that if an Equifax Score is incorrectly determined by Equifax via The Company, Equifax's and The Company's sole liability to The Member arising out of that error will be for The Company to reprocess The Member's request with Equifax and determine the correct Equifax Score.
- J.** The Member agrees to request Equifax Scores only for The Member's use alone and for the purposes certified to The Company and for no other purpose or use. All Equifax Scores provided hereunder will be held in strict confidence and may never be sold, licensed, copied, reused, disclosed, reproduced, revealed or made accessible, in whole or in part, to any person except (i) to those employees of The Member with a need to know and during their employment; (ii) when accompanied by the corresponding reason codes, to the Applicant who is the subject of the Equifax Scores; (iii) as required by law or as otherwise set forth in your agreement with The Company. The Member agrees that the Equifax Score may be stored solely for The Member's own use in furtherance of The Member's original purpose for obtaining the Equifax Score. The Member shall not use the Equifax Score for model development or model calibration and shall not reverse engineer the Equifax Score.
- K.** Equifax does not guarantee the predictive value of the Equifax Scores with respect to the application for tenancy. Neither Equifax or its officers, employees, agents, subsidiaries, affiliated companies or third-party contractors, licensees or suppliers shall be liable to The Member for any damages, losses, costs or expenses incurred by The Member resulting from any failure of the score used to accurately predict apparent worthiness or loss potential of its Applicants and The Member. If the Equifax Scores were not correctly applied by Equifax, Equifax's sole responsibility will be to reprocess the application through the scoring model.
- L.** Equifax makes no representation, warranties or guarantees other than those expressly set out in this Equifax Service Agreement and disclaims any implied warranty or representation that the services will meet The Member's requirements or that they are merchantable or fit for a particular purpose.
- M.** The Member will indemnify and hold Equifax and its affiliated companies and its and their personnel, for expenses and costs incurred because of The Member's breach of any part of this Equifax Service Agreement or any supplemental agreement.
- N.** The Member acknowledges that Equifax receives information included in Credit Files and/or Business Credit Reports from third parties which Equifax does not control. The Member also acknowledges that the amount and nature of the information in Credit files and/or Business Credit reports makes it impractical for Equifax to independently verify that the information is complete and accurate.

- O.** Neither Equifax or its affiliated companies will be liable for any damage or cost incurred by The Member arising out of any inaccuracy or omission in any Output Data, even if caused in whole or part by Equifax's negligence.
- P.** Equifax will not be liable under this Equifax Service Agreement for any indirect, special or punitive damages or costs, regardless of how they arise factually or at law.
- Q.** Without restricting the obligations, insofar as information is concerned, The Company and The Member undertake to respect all obligations imposed by an applicable law as well as those imposed by any regulation passed pursuant to the applicable law and to respect every obligation incumbent upon him pursuant to any applicable law or regulation.
- R.** This agreement does not cancel or supersede the service agreement reached between The Company and The Member before the signing of this agreement or any service agreement previously reached between the parties unless they are incompatible with this agreement, or unless otherwise agreed to between the parties.
- S.** The Member acknowledges that should they not abide by the terms of this Equifax Service Agreement, then Equifax will have cause of action against The Member to assure compliance.