



CANADIAN LANDLORDS MEMBERSHIP and CONFIDENTIALITY 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")

Note: You cannot type on this document. You are providing an electronic signature by clicking on **I agree Sign Me Up** at the bottom of this page.

1. The Company agrees to:
 - maintain a database of information obtained from its members and other sources.
 - furnish such information ("Consumer 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 (Persona Information Protection and Electronic Documents Act).
2. The Member agrees to use Consumer 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.
3. The Member further agrees as follows:
 - to request Consumer 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 Report in strict confidence and to not disclose the content of a Consumer Report to any other person.
 - to refer any consumer seeking to question or challenge the content of a Consumer Report relating to him or her to The Company.
 - he/she will not access consumer credit data on themselves, family, relatives or friends and will not obtain consumer credit data for any other Individual or Company.
 - all hardcopies of consumer reports are to be shredded or destroyed, rendered unreadable when no longer required.
4. The Member hereby acknowledges that The Company cannot guarantee the accuracy of any Consumer 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.
5. 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 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.
6. Member certifies that he/she is 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.
7. The Member agrees that it shall obtain written Authorization from the Prospective Tenant before requesting a Consumer Report from The Company. If requested by the consumer, The Member will provide the Consumer 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.

8. The member agrees that he/she will take every precaution to protect the end-user information (username * password) and acknowledges liability and responsibility for same. The member also agrees that he/she will abide by all rules including but not limited to PIPA and PIPEDA regarding the collection and use of personal information.
9. Member hereby certifies that he/she is a landlord/property manager/resident manager and has a permissible purpose for obtaining consumer reports. The subscriber certifies their permissible purpose as in connection with a tenant screen application involving the consumer.
10. Member will maintain copies of all written authorizations for the duration of their membership with TVS and 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.
11. This agreement shall continue in effect from year to year unless terminated by breach or cancelled by either party. **This agreement does not include the site inspection** which is an annual event for members who have a home-based office or where the office is in a residence. Member must pass an annual site inspection in order to have access to a full consumer credit report. Member agrees to pay the cost of an annual site inspection which may change from time to time which the Company has no control over.
12. The Company may withhold or terminate services to The Member if The Member violates or is in violation of this agreement.
13. THE ABOVE MEMBER CONSENTS TO THE OBTAINING OF APPLICANT AUTHENTICATION INFORMATION WHICH WILL ESTABLISH IDENTITY FOR THE PURPOSES OF OBTAINING CONSUMER CREDIT INFORMATION.

EQUIFAX CONFIDENTIALITY AGREEMENT

- A. The Member hereby acknowledges that The Company is an Agent of Equifax Inc. entitled to receive information from the latter.
- B. 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 prospective tenants, The Member will require from The Company information obtained from Equifax Inc.
- C. At no time will The Member request information from The Company without having in advance obtained a manifest, informed and specific consent from the individual concerned, in accordance with applicable laws.
- D. The Member will only use the information pertaining to an individual and received from The Company to verify the credit worthiness of the person and in accordance with the authorization given by the person.
- E. The Member will not convey information received from The Company to any third parties.
- F. The Member will take all measures necessary to ensure the security and the confidentiality of 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.
- G. Without restricting the aforementioned 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.
- H. 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.
- I. We acknowledge that should we not abide by the terms of this agreement, then Equifax Inc. will have cause of action against us to assure compliance.

The Member acknowledges that it is a criminal offence to obtain credit information from The Company by fraudulent means and is hereby notified that The Company will report all fraudulent applications for membership to the appropriate Police jurisdiction for criminal action. The Member

is hereby notified that as part of its due diligence The Company will verify and confirm this application and your status as a landlord.