



## TERMS AND CONDITIONS

These Terms and Conditions form an integral part of this Agreement. In this Agreement: **“you”** and **“your”** refer to the Borrower. Where there is a Co-Borrower named, the same terms refer to the Borrower and the Co-Borrower and all obligations under this Agreement shall be joint and several. **“us”**, **“we”** and **“our”** refer to EcoHome Financial Inc. and its authorized personnel, agents, contractors, designates or assigns. Unless otherwise agreed to and authorized by us in writing, all payments due under or in connection with this Agreement shall be due to EcoHome Financial Inc. in accordance with the method of payment selected by you and will commence the first period following the installation of the Equipment unless there is a Deferral Period pursuant to which your Monthly Payment is deferred for the Deferral Period agreed upon by us (see Item 13 of the Loan Disclosure). You hereby agree to make all payments provided for herein when due. If you fail to do so, all remaining payments shall at our option become due and payable. As a term of this Agreement, you authorize us, our affiliates and anyone acting for us to collect, hold, use, exchange and disclose your personal information for any of the following purposes: to confirm your identity, to evaluate your creditworthiness, to administer this Agreement, to perform internal statistical analysis, to assign or securitize any amounts payable by you under this Agreement, or as otherwise required or permitted by law. You also agree that we and our marketing partners may send information to you about products and services that we believe may be of interest to you. You may withdraw your consent to these marketing messages at any time. You have a general right to access and rectify the personal information we hold. All matters surrounding our collection, use and disclosure of your personal information are fully explained in our Privacy Policy, a copy of which is available upon written request. A list of our current affiliates is also available upon request. We have the right to make credit inquiries about you, from time to time, and you irrevocably consent to our receipt and exchange of credit information from credit reporting agencies, your employer, your references and persons with whom you have or may expect to have financial dealings.

**1. Payments, Fees & Default Charges.** You agree to make due and timely payment of all amounts you owe under this Agreement, including the Total Obligation and any accrued and unpaid interest, as such amounts are required to be paid by you under this Agreement. The term of this Agreement will start (the **“Start Date”**) and interest will be calculated and begin to accrue on the later of i) the date that this Agreement is signed by you; ii) the date when the Equipment is installed by the Dealer; and iii) the date in which funds are advanced (except in the case of a deferral as indicated in Item 13 of the Loan Disclosure, in which case interest will begin to accrue on the first day following the end of the Deferral Period (the **“Deferral End Date”**) at the Annual Interest Rate). Interest is calculated daily and compounded monthly at the Annual Interest Rate on the outstanding Total Obligation from the Start Date or the Deferral End Date, as the case may be, and is added to your account on each monthly payment date. Payments may be made by pre-authorized debit (**“PAD”**) in accordance with Section 2, however, if you reside in the Province of Ontario you may elect, on the first page of this Agreement, to make payments using the Enbridge billing service if you are an existing Enbridge customer. Your first payment and all regularly monthly payments will be due (i) in the case of payment by PAD, on the PAD date selected by you on the first page of this Agreement and (ii) if you reside in the Province of Ontario and have elected to pay using the Enbridge billing service, in accordance with the Enbridge billing cycle. If this Agreement contains a Deferral Period (see Item 13 of the Loan Disclosure), your first payment will be due on the Deferral End Date (see Item 13 of the Loan Disclosure). If any payment is dishonoured, you agree to pay a returned payment charge of the greater of \$50.00 or the actual bank charges incurred by us, in addition to the amount that was rejected. We may charge a search and registration fee, if applicable (see Item 2 of the Loan Disclosure). If you wish to change your PAD withdrawal date after your contract is initially set up, a processing charge of \$20 may apply. Your obligation to pay, in full, all amounts due under this Agreement is absolute and unconditional under all circumstances and is not subject to abatement, reduction or set-off for any reason, even if the Monthly Payment includes a cost for service or maintenance. Each payment you make under this Agreement (other than for a specific fee) will be applied, first to the Monthly Payment, second to any default charges, and third to any other fees. You may call our Customer Service Department, Monday through Friday from (9:00 am to 5:00 pm) at (1-866-382-7468) to obtain information such as the payout balance and other contract terms. Your responsibility to make due and timely payment hereunder is absolute and unconditional irrespective of, and is not limited, released, discharged, or otherwise affected by, among other things, (i) any postponement, subordination, or other restriction on our rights and remedies (including, for certainty, any security interest granted by you to us), (ii) you moving from your premises identified as the **“Installation Address”** on the front page of this Agreement, and (iii) you changing your method of making payments under this Agreement.

**2. Pre-Authorized Debit.** You may make your payments through the Enbridge billing service if you reside in the Province of Ontario or by pre-authorized debit (**“PAD”**). The following terms in this Section 2 shall apply to any PAD. You hereby authorize us to debit the bank account identified on the cheque you delivered to us (the **“Account”**) for monthly regular recurring payments, payments in variable amounts and/or one-time payments from time to time for payment of the amounts arising under this Agreement and to verify your Account information. You authorize your financial institution where your Account is held to honour and pay such debits. All payments will be debited monthly from your Account on the day you selected on the first page of this Agreement. You acknowledge that this PAD is personal. We will obtain your authorization for any one-time or sporadic debits. At any time, you may authorize us to issue a sporadic PAD against your Account for payment of a specified amount in accordance with your instructions. You agree that, where the payment frequency is sporadic, a password or secret code or other electronic signature equivalent will be issued and, when used, will constitute valid authorization for us to debit your Account. You may revoke this PAD authorization by providing us with at least thirty (30) days written notice before the next debit is scheduled. You may obtain a sample cancellation form, or further information on your right to cancel your PAD, at your financial institution or by visiting [www.payments.ca](http://www.payments.ca). You have certain recourse rights if any debit does not comply with this agreement. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD Agreement. To obtain more information on your recourse rights, contact your financial institution or visit [www.payments.ca](http://www.payments.ca). You can obtain more information about your right to cancel (including a sample cancellation form) and about your recourse rights, from your financial institution or at [www.payments.ca](http://www.payments.ca). If you cancel this PAD, or, for greater certainty, terminate any other method of payment, you agree that such cancellation does not terminate this Agreement and that you are still obligated to make all remaining payments to us in accordance with the terms of this Agreement. You warrant and guarantee that (i) the Account is maintained in your name and (ii) that all persons whose signatures are required for the operation of the Account have signed this Agreement. **You hereby agree to waive pre-notification of (i) the date and the amount of the first PAD to be debited from your Account, (ii) each PAD (in the case of variable amount payments) and (iii) any changes in the amount of a PAD.** If this PAD agreement is entered into electronically, we are required to verify details provided by you in connection with a PAD agreement and provide you with written confirmation of this PAD authorization (the **“Confirmation”**) at least fifteen (15) days before the due date of the first PAD. **You agree to the reduction of the period between Confirmation and the due date of the first PAD to three (3) days.** You agree to inform us in writing immediately of any change in your Account information, and in any event at least five (5) days prior to the next due date of a PAD.

**3. Equipment Selection, Warranties, and Limit of Liability.** You acknowledge that you have selected the Equipment and the Dealer and that you have signed a purchase order with the Dealer to purchase the Equipment for an amount equal to the Dealer Invoice Amount. You hereby irrevocably authorize and direct us to pay the Dealer Invoice Amount to the Dealer. We have not made or given any warranties, representations, or conditions whatsoever with respect to the Equipment (or its merchantability or fitness) or this Agreement (whether express, implied, statutory or otherwise). If you have any disputes or problems with the Dealer or manufacturer of the Equipment, you must continue to make your Monthly Payments and any other payment obligations under this Agreement. You will keep the Equipment at your premises identified as the **“Installation Address”** on the front page of this Agreement and you will use the Equipment at your own risk and if you encounter any problems with the Equipment, your only claim will be against the Dealer and/or the manufacturer of the Equipment and you agree that we will not be liable to you for any damages whatsoever. In no event shall we, or any of our representatives, be liable under this Agreement to you or any third party for any consequential, incidental, indirect, exemplary, special or punitive damages whatsoever whether arising out of breach of contract, tort (including negligence), any other theory of liability or otherwise.

**4. Ownership of Equipment and Security Interest.** You own the Equipment and, as general and continuing security for the due payment, observance, and performance by you of all of your obligations hereunder, you hereby grant to us a first priority security interest in and to the Equipment and all proceeds (the **“Collateral”**) thereof until all amounts owing to us under this Agreement have been paid in full. You authorize, at our option, to register a notice of security interest in the applicable land titles or registry system. You agree that we may, at your expense, register our security interest in the Equipment, including against title to your premises indicated on the first page of this Agreement. You agree to execute any documentation reasonably necessary to enable us to perfect our security interest and to register it on title to the premises. You represent and warrant to us that the person or persons that have signed this Agreement are the owner or owners of the premises and are all the signatories' necessary to authorize registration of our security interest on title to your premises identified as the **“Installation Address”** on the front of this Agreement. Upon your request, we may discharge our security interest, subject to receipt of payment from you in connection with the costs required to register a financing change statement in a public registry of security interests in personal property. Further, upon your request we may, at our discretion, provide a postponement or subordination of our security interest subject to receipt of payment from you of up to \$500.00 in connection with preparation, execution and/or delivery of such postponement or subordination. You shall not change your name, move from your premises identified as the **“Installation Address”** on the front page of this Agreement, or move the Equipment from such premises without providing us with at least thirty (30) days' notice.

**5. Default.** You will be in default of this Agreement if any of the following occurs: (a) you move from your premises identified as the **“Installation Address”** on the front of Agreement; (b) you fail to pay any amount you owe under this Agreement when due; (c) you fail to keep the Equipment in good working order; (d) you fail to keep the Equipment free from all liens except any lien in favour of us; (e) you become bankrupt or insolvent or a proceeding in bankruptcy or insolvency is instituted against you; (f) you fail to observe or perform any covenant under this Agreement; (g) any statement made by you in this Agreement is false; or (h) you die.

**6. Remedies.** Upon default, any outstanding amounts payable by you, including the Total Obligation, shall become immediately due and payable and any outstanding amount shall bear interest at the rate of 34.489% per annum. In addition to the foregoing, upon default we may do one or more of the following: (a) terminate this Agreement; (b) take possession of the Equipment and if necessary, disconnect it from any other property; (c) store or dispose of the Equipment on such terms as we determine in our sole discretion; (d) add to your Total Obligation the following default charges (i) reasonable charges in respect of legal costs we incur in collecting or attempting to collect a required payment under this Agreement, (ii) reasonable charges in respect of costs, including legal costs, that we incur in realizing any security interest or protecting the Equipment after default under this Agreement or (iii) reasonable charges reflecting the costs that we incur because a payment given by you under this Agreement has been dishonoured (see Section 1), provided that such default charges shall not form part of the Cost of Borrowing. Such default charges shall be immediately payable upon default and the amount of such default charges shall be reasonable amounts as prescribed by law; and (e) exercise any other remedy available to us, whether at law, in equity or otherwise. All remedies are cumulative and not exclusive, and are in addition to any other rights or remedies available at law, in equity, by statute or otherwise, and the exercise by us of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between us or otherwise. Notwithstanding the foregoing, if you reside in the Provinces of British Columbia or New Brunswick we will provide you with written notice of our intention to accelerate payment and such notice will (i) describe the default, (ii) contain a statement of the amount required to be paid to us to satisfy your obligations hereunder and the applicable interest rate and (iii) contain a statement that, unless the default is not remedied within ten (10) days after such notice is given to you, then the whole outstanding amount will be due and payable.

**7. Insurance.** You must keep the Equipment and the premises insured against loss or damage and you give us the right to receive proceeds of all insurance covering the equipment. You may purchase the insurance from any insurer who may lawfully provide such required insurance, expect that we reserve the right to disapprove, on reasonable grounds, an insurer you select. If you fail to carry adequate insurance, we may obtain it for you and charge you the premium. If the Equipment is damaged, we may decide whether to use insurance proceeds to replace the Equipment or to apply them to what you owe. The loss, destruction or damage of the Equipment does not exclude you from making payments unless the insurance proceeds paid to us pay the total balance due.

**8. Prepayment.** You may prepay the full outstanding balance you owe under this Agreement in full or in part at any time without any charge or penalty. You may prepay a portion of the outstanding balance you owe under this Agreement on any scheduled payment date or at least monthly without any prepayment charge or penalty. If you prepay the outstanding balance you owe under this Agreement in full, you have the right to a refund or credit of the portion of the amounts paid by you under this Agreement or added to the balance under this Agreement and that form part of the Cost of Borrowing (see Item 12 of the Loan Disclosure) other than interest. This amount will be calculated in accordance with the consumer protection legislation applicable in the Province in which you reside. You must provide us with notice of prepayment by calling us at 1-866-382-7468. If you reside in the Province of Manitoba and you wish to make a prepayment, upon written request by you, and at no charge to you unless you have made the same request earlier in the calendar year, we will provide you with a written statement showing (i) the outstanding balance owing hereunder, and how it is calculated; (ii) the amount to be refunded or credited to you in accordance with this Section 8 if you prepay the outstanding balance in full and (iii) the net amount required to prepay the outstanding balance, if such amount is different from the amount in clause (i).

**9. Electronic Version of this Agreement.** We will retain a copy of this Agreement in electronic form only. You agree that a facsimile and/or an imaged copy is enforceable in a court of law.

**10. Assignment.** You will not sell, assign, transfer or otherwise dispose of or give up possession of the Equipment or any part thereof of your interest in any of it to anyone else (including any buyer of the premises), without our prior written approval. This Agreement shall be binding upon you and your heirs, executors, administrators and legal representatives. We may sell, assign, transfer or otherwise dispose of our interest in this Agreement without notice to you or your prior consent, provided that we may not assign the PAD authorization at Section 2 at any time, directly or indirectly, by operation of law or otherwise, without providing at least ten (10) days prior written notice to you.

**11. No Waiver.** No waiver or delay by us from taking action for any reason under any provision of this Agreement shall constitute a waiver of any other provision, nor shall any waiver by us of any provision of this Agreement constitute a continuing waiver unless expressly provided. To the extent allowed by law, we may take other action not described in this Agreement and doing so will not impact our rights under this Agreement.

**12. Extension, Renewals, Amendments.** We may amend this Agreement with your written consent without diminishing our interest in the Equipment or our rights or your obligations under this Agreement. Within thirty (30) days after an amendment of this Agreement, if any information disclosed herein is no longer correct or changes we will provide you with a supplementary disclosure statement setting out the correct or changed information. Prior to the end of the term of this Agreement, we may, at our option, renew this Agreement by delivering to you, on or before the renewal date, a disclosure statement containing information about the renewed agreement required to be provided to you by the applicable consumer protection legislation in the province in which you are resident. You may provide us with written notice at least ten (10) days from the date of your receipt of the renewal statement that this Agreement should not be renewed. If we choose to not renew this Agreement or if you provide us with the foregoing written notice that this Agreement should not be renewed, at the end of the term of this Agreement any remaining payments you owe hereunder will be due and payable in accordance with the terms and conditions set out herein. For greater certainty, we may deduct such remaining payments from your Account in accordance with the PAD authorization in Section 2 or the Enbridge billing service in accordance with your selection, if you reside in the Province of Ontario, on the first page to make payments from your specified Enbridge account number.

**13. Miscellaneous.** This Agreement will be governed by the laws of the province in which you are a resident and the federal laws of Canada applicable therein. This Agreement contains the entire Agreement between you and us. You authorize us to correct any clerical errors to the Agreement without your acknowledging same. This Agreement may be signed in any number of counterparts, each of which is an original, and all of which taken together constitute one single document. The invalidity or unenforceability of any particular term of this Agreement will not affect or limit the validity or enforceability of the remaining terms.