

Terms and Conditions

Initial of borrower & co-borrower: _____

These Terms and Conditions form an integral part of the EcoHome Financial Inc. Loan Agreement which shall collectively be referred to as the “**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. 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 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 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. You may obtain a copy of our Privacy Policy upon making a request to us in writing to:

EcoHome Financial Inc. - 325 Milner Avenue, Suite 300, Toronto, ON, M1B 5N1
Attention: Privacy Officer or by e-mail at privacy@ecohomefinancial.com

1) Payments, Fees & Default Charges

You agree to pay us the Total Obligation by making payments on the same day of each month. The term of this Agreement will start and interest will begin to accrue on the date that this Agreement is signed throughout the entire Repayment Term. If your contract includes a Deferral Period, your first payment will be due at the Deferred Payment Date.

Where permitted by law, you agree to pay a monthly account administration fee as disclosed by us from time to time. This fee shall be charged as one fee and will, for your convenience, be payable over the length of the term of your installment loan in equal monthly installments. This fee represents many additional services provided by us to you for the initial and ongoing maintenance, management, and support of your account and purchase for various additional and sundry activities related to this Agreement.

If any payment is dishonoured, you agree to pay a \$50.00 returned payment charge in addition to the amount that was rejected. Any amounts past due are also subject to an overdue interest rate of 1.5% per month or 19.56% per annum. 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 Total Monthly Payment includes a cost for service or maintenance. Payments will be applied by us firstly to amounts owing, including costs and expenses, at our sole discretion. You may call our Customer Service Department, Monday through Friday from (9:00a.m. to 5:00p.m) at (1-866-382-7468) to obtain information such as the first payment date, payout balance and other contract terms.

2) Pre-Authorized Debit (PAD)

You authorize us to make withdrawals from the account identified in the attached sample cheque (“Your Account”) for payment of all amounts due under this Agreement. You acknowledge that this PAD is personal. You warrant and guarantee that all persons whose signatures are required on Your Account have signed this Agreement and you agree that you will notify us, in writing, of any change in Your Account information before the next Payment Date. You direct the financial institution at which Your Account is located (“Your Bank”) to debit Your Account for such withdrawals and you acknowledge that delivery of this authorization to us constitutes delivery to Your Bank. You agree that Your Bank has no duty to determine whether pre-authorized debits of Your Account for amounts due under this Agreement comply with this authorization. You agree that we will not notify you in advance of debiting Your Account for amounts due under this Agreement. Any cancellation by you of the authorizations in this Section will be effective on the 10th day following receipt by us of your written notice of cancellation, and will not affect your obligation to make the payments required under this Agreement. 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.cdnpay.ca. If a Payment Date falls on a weekend or a statutory holiday, Your Account will be debited on the next business day. 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 the terms of this PAD Agreement. To obtain more information on your recourse rights, contact your financial institution or visit www.cdnpay.ca

3) Equipment Selection, Warranties, and Limit of Liability

You acknowledge that you signed a purchase order with the Dealer to purchase the Equipment for an amount equal to the Total Cash Price. You further acknowledge that we make no representations or warranties as to the merchantability, fitness for purpose, quality or performance of any of the Equipment or the performance or fulfillment of any statement, representation, warranty or guarantee of the Dealer or manufacturer of the Equipment. You hereby irrevocably authorize and direct EcoHome Financial Inc. to pay the Total Cash Price to the Dealer. We have not made or given any warranties, representations, or conditions whatsoever with respect to the Equipment or this Agreement (whether express, implied, statutory or otherwise). 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. All warranties in respect to the Equipment that have been given or made to us are transferred by us to you, to the extent transferable. If you have any disputes or problems with the Dealer or manufacturer of the Equipment, you must continue to make your Monthly Payments and other payment obligations under this Agreement.

4) Ownership of Equipment and Security Interest

You own the Equipment and hereby grant to us a security interest in and to the Equipment and all proceeds of the Equipment until all amounts owing to us under this Agreement have been paid in full. You agree that we may, at your expense, register our security interest in the Equipment, including against the title to the Premises. If we are requested to postpone our security interest at any time to another lender during the term of the Agreement, we may charge a postponement fee of \$500.00. 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 the Premises.

5) 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 the required insurance and you may purchase the insurance directly from the insurer or through an agent of your choice. If you fail to carry adequate insurance, we may obtain it for you. 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 satisfy in full the balance of the Total Obligation then owing.

6) Default

You will be in default under this Agreement if any of the following occurs: a) should you move from the premises (see clause 10); b) you fail to pay any amount 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 and security interests, except those in our favour; e) you become bankrupt or insolvent; or f) you breach any obligation under this Agreement.

7) Remedies

If you are in default under this Agreement, we may do one or more of the following: i) take possession of the Equipment and if necessary, disconnect it from any other property; ii) terminate this Agreement and require you to immediately pay us the remaining balance of the Total Obligation and all other amounts due under this Agreement together with any other administrative costs or fees incurred by us to collect amounts due by you; iii) store or dispose of the Equipment on such terms as we determine in our sole discretion; iv) add to your Total Obligation any default charges specified herein; and (v) exercise any other remedy available to us, whether at law, in equity or otherwise. All remedies are cumulative and not alternative.

8) Prepayment

You can prepay the balance of the Total Obligation and all other amounts you owe under this Agreement, including any interest on overdue amounts, at any time without penalty. If you prepay the full outstanding balance, we will refund the portion of the pre-paid charge that forms part of the Total Cost of Borrowing (see Item 14 of the Loan Disclosure) to the extent required by law. You may prepay the full amount by calling us at 1-866-382-7468. You must tell us when you are going to prepay this amount.

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. An assumption fee of \$300.00 may be charged. This Agreement shall be binding upon you and your heirs, executors, administrators and legal representatives. We may sell, transfer, assign or otherwise dispose of our interest in this Agreement without notice to you or your prior consent.

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 otherwise expressly provided. To the extent allowed by law, we may take other action not described in this Agreement and by doing so we will not lose our rights under this Agreement.

12) Extension & Renewals

We may extend, renew, or amend this Agreement with your written consent without diminishing our interest in the Equipment or our rights or your obligations under this Agreement. In addition, no waiver or delay in enforcing our rights shall act to diminish or cancel our rights under this Agreement. If the Amortization Term is longer than the Repayment Term, we have the option, upon sixty (60) days prior written notice to you, to renew this Agreement at the end of the Loan Term. If we choose to renew your loan, we will provide you with (1) the final date of the existing Loan Term, (2) the new Amount Financed, (3) the new Repayment Term, (4) the new Amortization Term, (5) the new Annual Fixed Interest Rate, (6) the new Total Monthly Payment, (7) the new Balance Owing at End of Monthly Payments and (8) the new Total Cost of Borrowing for the renewal period. If we send you the notice, you continue to have the right to repay the Loan amount at the end of the Loan Term. If we send you the notice and you have not paid the Balance Owing at End of Monthly Payments by the end of the Loan Term, you will be deemed to accept our offer to extend.

13) Miscellaneous

This Agreement will be governed by the laws of the Province of Ontario 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. Notwithstanding any representation by anyone to the contrary, Dealer is not an agent or representative of EcoHome.

ABOUT THE DEALER

DEALER'S NAME & ADDRESS: _____ PHONE NO.: _____

I confirm that (1) I have reviewed and verified the identity of the purchaser(s) by means of Government issued identification which is the same as noted above and that such identification is genuine and that of the borrower(s) and (2) that I witnessed the signing by the borrower(s) of this application and agreement.

Dealer Representative Signature: **X** _____ Representative Name: **X** _____