



TERMS AND CONDITIONS

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 pursuant to which your monthly payment is deferred for the period agreed upon by us (see Section 15 of all the Loan Disclosure), provided that any interest payable under this Agreement shall continue to accrue during such deferred payment 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.
Attention: Privacy Officer or by email to privacy@ecohomefinancial.com
156 Duncan Mill Road, Suite 16
Toronto, Ontario M3B 3N2

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. Your first payment will be due on the next payment date, whether it be the first or fifteenth of the month.

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. Administration fees are currently \$2.25 per installment payment for accounts with principal balance under \$2500, and \$3.25 for accounts with principal balance over \$2500. Fees are currently waived for the first 6 months of the Agreement.

If any payment is dishonored, you agree to pay a \$35.00 returned payment charge in addition to the amount that was rejected. 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. 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 (9:00 a.m. to 5:00 p.m. at 1-866-382-7468 to obtain information such as the first payment date, payout balance and other contract terms.

2) Pre-Authorized Debits

Your Payments will be by pre-authorized debit (“PAD”); the following terms will apply to your PAD: (a) you hereby authorize us to debit the bank account identified on the cheque you delivered to us for all Payments required to be made under this Credit Application and Loan Agreement: (b) you acknowledge that this PAD is personal: (c) the bank account will be debited on the day of each month you indicated on the cover page of this Agreement; (d) this authority shall remain in effect until 30 days after you give us written notice to cancel it at our office identified in this Agreement and 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.cdnpay.ca; (e) you have certain recourse rights if any debit does not comply with this section. 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 section. To obtain more information on your recourse rights, contact your financial institution or visit www.cdnpay.ca; (f) 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; and (g) you hereby waive your right to receive pre-notification of the amount of the PAD and agree that you do not require advance notice of the amount of any PAD Payments before a debit is processed.

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 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 title to the premises. 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 are all the signatories necessary to authorize registration of our security interest on title to the premises.

5) Default

You will be in default under this Agreement if any of the following occurs: a) should you move from the premises (see Section 11); 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.

For Dealer information or inquiries Contact:

Smart Home Financial Corporation
15-160 Applewood Cres. Concord, Ontario L4K 4H2
Ph: 888.586.7460 Fax 888.823.9212

6) 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. 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.

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) upon sending by registered mail written notice to you of your default hereunder and if such default continues and is not remedied within ten (10) days after such notice is sent, we may 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 and 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 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) Consumer’s Rights to Cancel

This is a contract to which the Business Practices and Consumer Protection Act applies. You may cancel this contract from the day you enter the contract until 10 days after you receive a copy of this contract. You do not need a reason to cancel. If you do not receive the goods or services within 30 days of the date stated in the contract, you may cancel this contract within one year of the contract date. You lose that right if you accept delivery after the 30 days. There are other grounds for extended cancellation. If you cancel this contract, the seller has 15 days to refund your money and any trade-in, or the cash value of the trade-in. You must then return the goods. To cancel, you must give notice of cancellation at the address in this contract. You must give notice of cancellation by a method that will allow you to prove that you gave notice, including registered mail, electronic mail, facsimile or personal delivery.

9) Prepayment

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.

10) 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.

11) 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.

12) 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.

13) 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 is longer than the Loan Term, we have the option to automatically renew this Agreement at the end of the Loan Term. If we choose to renew your loan, we will provide you with written notice at least sixty (60) days prior to the end of the Loan Term advising you of (1) the final date of the existing Loan Term, (2) the new Amount of the Loan, (3) the new Loan Term, (4) the new amortization term, (5) the new Interest Rate, (6) the new Equal Monthly Payment, (7) the new final payment and (8) the new Total Cost of Borrowing for the renewal period and any other information required by law. The notice will also advise you that the loan will automatically be renewed unless we receive written notice from you at least thirty (30) days prior to the end of the existing Loan Term that the loan should not be renewed and the final payment should be withdrawn from your bank account at the end of the existing Loan Term.

14) 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.

ABOUT THE DEALER

DEALER NAME:	_____	Phone No.	_____
I confirm that (1) I have reviewed and verified the identity of the borrower(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:	_____