IMPORTANT: What You Need to Know About Your Legal Rights

Please read, and if you sign a contract, Keep all paperwork for your records. Companies are required by law to provide this cover page with contracts for the products and services listed below.

The Government of Ontario is not affiliated with and does not endorse any company

Under Ontario's Consumer Protection Act, 2002 unsolicited door-to-door marketing and contracting for the following products and services are illegal, subject to certain exceptions.

- Furnaces
- Air conditioners
- Air cleaners
- · Air purifiers
- Water heaters
- Water treatment devices
- Water purifiers
- · Water filters

- Water softeners
- Duct cleaning services
- Bundles of these goods and services (such as HVAC)

Suppliers cannot market or contract for these products or services at your home unless one of the situations applies(please check the appropriate box):

You contacted the supplier to invite them to your home to buy or lease at least one of the products above (not for repair, an energy assessment, maintenance, or any other reason).

You agreed to allow your current supplier to come to your home and agreed they may offer you a contract for one of the products or services listed above.

You may cancel this contract within 10 days after receiving a written copy of it. You do not need a reason to cancel, but cancel it in writing so you have proof.

Name of company offering this contract: **Rental HVAC Company** For what purpose did you ask this business to come to your home?

In order to contract for Home Comfort Equipment

If you did not invite this salesperson to your home for the purpose of buying or leasing the goods or services listed above, this contract may be void and you may be able to keep the goods or services without any obligations.

IMPORTANT: Suppliers may register a security interest (commonly known as a lien) on the goods that you are acquiring, and they may also register a notice of security interest on the title to your home.

Before you sign, please review your contract. Ask your supplier if the company will register a security interest. This could have legal or financial implications should you decide to cancel the contract early, secure financing, or sell your home. In these circumstances, seeking the advice of a lawyer is recommended.

Your name (please print)

Home Owner

Your signature



If you have questions about your rights as a consumer or what should be included in your contract, call Consumer Protection Ontario before signing: 416-326-8800 or 1-800-889-9768/TTY: 416-229-6086 or 1-877-666-6545

Ontario.ca/consumerprotection

A Statement regarding your rights under the Consumer Protection Act, 2002 appears on the last page of this agreement

The monthly payment under this agreement is \$155.93 (including taxes), subject to price changes set out in Section 2.

The total amount payable under this rental agreement is \$28,067.17 (including taxes), assuming a 15 year average useful life and that you are not in default.

The estimated retail price of the Equipment is \$11,863.87 (including taxes).

(May NOT include media filters, humidifier, annual maintenance, repairs and replacement) Additional Charges:

Charges payable in the event of late payment or non-sufficient funds (see section 4 of the Terms & Conditions):

- Interest at a rate of 1.5% per month (19.6% per annum) compounded monthly.
- NSF fee of \$25 (plus tax of \$3.25 for a total of \$28.25).

Charge payable in the event a security interest is registered: \$120 (plus tax of \$15.60 for a total of \$135.60).

Repair charges may be payable if required due to failure to maintain the Equipment (see section 6 of the Terms & Conditions) **Damages Fees** (see section 9 of the Terms & Conditions):

Damages fees (as determined by us from time to time) equal to the cost to repair the damage.

Buyout Price (see section 10 of the Terms & Conditions):

• You may purchase the Equipment for the depreciated fair market retail value of the equipment as of the date you buyout (as determined on a straightline basis in accordance with generally accepted accounting principles, and assuming proper maintenance and valued on an installed basis without regard to the cost of removal).

Description of Additional Charges	Price	Taxes	Total	
		Total Additional Charges		

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Customer No.:	
Contract No.:	

RENTAL AGF	REEMENT					Cor	ntract No.:				
HOME OWNER INFORMATION First & Last name			Co-Customer Name				ARI#:				
						inoo					
Premises (Installation Address)			City		FIOV	nince		Postal code			
Preferred telephone number 4				Business telephone number			Email address				
Mailing Address			City Prov TORONTO ON			rovince		Po	Postal code		
EXISTING AGREE	MENTS WITH SUPPLIER		Tortor	EXISTING RENT		REEM	ENTS WITH AN	TON	THER SUPPL	JER	
The following agree	ements are currently in effect	between you and	us:	The following ag	reemer	its are	currently in effe	ct w	vith another s	upplier:	
Agreement Description	When Entered	When Expiring		Name of Supplier		Serial No. of Equipment		To be Removed by Company?			
n/a	n/a	n/a		na		na			n/a		
charged by your existi	nent noted above to be returned bing supplier related to return of your formation above was provided b	our existing equipmer	nt, exce _l	ot for damage cause		ed return	location. You will	l be	responsible for	any costs	
RENTAL PACKA	AGE										
SKU	Description						Quantity			Price Per Uni	
RiMCB-90BTU	RINNAI I SERIES COMBI BOILER -		N/SK				1			\$137.99	
5270	RINNAI 1090CN COMBI WALL HUN	G BOILER - 90K BTU					1 \$0				
5988	THERMOSTAT								1	\$0.00	
5272 MTNC	RINNAI I SERIES PLUMBING KIT MAINTENANCE INCLUDED EVERY	/ CALENDAR VEAR							1	\$0.00	
WINC	MAINTENANCE INCCODED EVEN		NITDA	CT DETAILS					1	φ0.00	
time, referred to as "th	tal Agreement (together with any nis Agreement"), (a) the words "y word "Equipment" refers to all of	changes made to it o	or any s	chedule attached to stomer and each Co	-Custom	ner	1	Pay	ment Details		
	e that is attached to this Agreeme sent and future parts, additions a						Minimum Rental Te	erm		84 Months	
future replacements of	of such property, (c) the words "we	e", "us" and "our" refe	rto, ar	nd its respective succ	cessors	and	Monthly Rental Pag	nt	\$137.99		
and (e) unless otherw	"Premises" refers to the address ise indicated, any other capitalize						HST			\$17.94	
given to it in this Control All payments owing	ract Details section. g under all contracts with the	Customer will be p	avable	monthly, in oneco	onsolida	ated	Total Monthly Payment*			\$155.93	
	nner set out in this agreemen						Months To Be Credited			4	
You have waive	ed pre-notification of pr	e-authorization	payn				One Time Installation Charges(Incl.				
next page.			,, p				* These amounts are subject to the increases				
							contemplated in se	ection	1 2 on the next pa	.ge.	
attached to this Agrincluding the terms reduce or otherwise individually liable, a credit, financial arour subsidiaries a information for the your account (inclaccount; providing including includi	eement, we rent to you and y reement. You have received regarding preauthorized pay e affect your obligations in an and all of you are collectively no related personal information and affiliates and other perse purposes of: verifying an luding verifying your identing the products and service ulatory, audit, processing a	a completed copy ments and charge y way. If a Custom liable, for all obligation, and to the econs with whom yed evaluation your ty for regulatory is you request; pr	of this s on you ner and ations in exchan you have compli	Agreement. You hour credit card (see Co-Customer sigmosed on you by ge of this inform ye had or may hatworthiness and lance purposes); g credit reference	nave rea e Section of this A this A this A ation b ave fina other in estables; cor	ad, and on 3). N Agreem greeme petween ancial on informa lishing mmuni	you agree to be also other terms (ent, you unders ont. You conserved budealings, and the alion you provide a servicing and cating with you	e be write nt to rea o o ide d co u fo	ound by, all o tten or oral) c d that each o o our collect us, financial ur use of thi to us in con ollection on y	of its terms, schange, of you is tion of your Linstitutions, is nection with your	
				Evned	ted Install	ation Dat	٥.				
• I am renting t	nd reviewed the terms and condition the Equipment (not "rent-to-own"); y may register notice of its interest in	and	t title to		icu matan	auon Bar					
Address	- 										
Customer Signa	ature (Registered owner of premises):			Co-Cus	tomer Sig	nature (if	required for credit approx	vai):		_	
		Authoriz	ed Advisor	Signature							

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Solicited/Negotiated/Concluded By:

Additional Terms & Conditions - Consumer Home Comfort Rental Agreement

- 1.Term. The term of the rental of the Equipment will start (the "Start Date") on the date that you sign and deliver the acceptance certificate referred to below in this Section and will continue for the number of months shown as the Minimum Rental Term following the last day of the month in which the Start Date occurs (the "Minimum Term"), unless terminated earlier by you or us in accordance with the terms of this Agreement. If, at the end of the Minimum Term, neither you nor we have terminated this Agreement, the rental of the Equipment will be automatically renewed for an indefinite term on the same other terms and conditions as had existed during the Minimum Term, which indefinite term may be terminated either by you or us in accordance with this Agreement. Immediately after delivery of the Equipment, you will either deliver to us (i) a signed acceptance certificate, in a form acceptable to us, regarding the delivery and your acceptance of the Equipment of (ii) a signed notice, rejecting the Equipment.
- regarding the Equipment.

 2. Rental Payments. During the term of this Agreement, you will pay us on approximately the same day each month, the Total Monthly Payment. We will notify you 15 days prior to your first pre-authorized payment ("PAP") of the Total Monthly Payment. On approximately the same day (a "PAP Date") each month, the charges set out on your bill are due and we will debit your account for those charges and all other amounts you owe us. If the PAP Date falls on a weekend or a statutory holiday, your account will debited on the next business day. You will only receive another bill from us if the amount of the Total Monthly Payment changes. You agree that each year during the term of this Agreement your Monthly Rental Payment will increase by the greater of (i) 3.5% and (ii) the percentage increase (as determined by us) in the Consumer Price Index (All Items) for Ontario, published by Statistics Canada or any successor agency (or comparable index if such index is no longer published) for the 12-month period ending three months preceding such increase. Notwithstanding the foregoing, your Monthly Rental Payment will not increase during the first 5 years of this Agreement, and the increase during the next two 5 year periods.
- 3. Pre-Authorized Payments; Credit Card Payments. You authorize us to debit the account identified in the sample cheque you have provided (or any other account that you may identify to us from time to time) (the "Account") for payment of (i) the Total Monthly Payment on or shortly after each Payment Due Date (each a "PAD Date"); and (ii) any other amount that may become due under this agreement on the next PAD Date. You agree that we will not notify you in advance of each debit. The equipment is rented for your personal use. You may cancel this authorization upon 30 days written notice to us, however, you remain obligated to pay all amounts due or owing under this agreement. You have certain recourse rights if any debit that we draw does not comply with this authorization. For example, you have the right to reimbursement for any debit that is not authorized or is not consistent with this authorization. For more information on your right to cancel a pre-authorized debit agreement or on your recourse rights, contact your financial institution or visit www.payments.ca. You may also elect to pay the Total Monthly Payment or any other amount due under this Agreement by credit card.

 4. Charges for Late Payments and Returned Payments. You will pay us on demand interect and page that the payment of the payment is properly and not raid whom due interect of any dept and not raid whom due interect.
- 4. Charges for Late Payments and Returned Payments. You will pay us on demand interest on all amounts payable by you (including interest) and not paid when due, both before and after judgment, at a rate equal to 1.5% per month (or 19.6% per annum), compounded monthly. You will be charged our standard charge (currently \$25) for any cheque that is returned unpaid by your bank or for any PAP that cannot be processed for any reason.
- 5. Ownership; Registration Costs/ Charges. We are the owner of the Equipment and you have no rights to the Equipment, except as provided in this agreement. You agree to ensure that any of our identification or labelling is not removed from the Equipment or covered in any manner. We will register, at your expense, our interest in the Equipment against you and/or against the title to the Premises. To the extent permitted by applicable law, you will also pay us our standard charge (currently \$120), as revised by us from time to time without notice to you, each time we do any registrations in respect of this Agreement, Including any Discharge of postponement of our interest in the Equipment. To the extent permitted by law, you waive any right to receive a copy of any such registration and you appoint us as your lawful attorney for the purpose of doing any such registrations. You agree that the Equipment will remain personal property even though it may become affixed to any real property. During the term of this Agreement, you will, at all times, be the registered owner of the Premises
- **6. Equipment Use; No Liens.** You will keep and use the Equipment only at the Premises and will maintain a convenient, safe, dry and heated location for the Equipment, free of any combustible materials and obstructions for future servicing, repairs or removal. You will not use the Equipment unsafely or unlawfully. You will not make any alterations to the Equipment without our prior written consent. You will keep the Equipment free of all liens, security interests, mortgages and other claims. We may inspect the Equipment at any reasonable time and you will allow us reasonable access to the Premises for the purposes of inspecting, servicing, repairing, disconnecting and removing the Equipment as provided for in this Agreement, and to otherwise give effect to this Agreement.
- repairing, disconnecting and removing the Equipment as provided for in this Agreement, and to otherwise give effect to this Agreement.

 7. LIMIT ON LIABILITY. We are not the manufacturer of the Equipment and we make no representations, warranties or conditions as to the performance of the Equipment, except for those which are given by statute and which you cannot waive. We will not be liable for any loss, damage or injury of any type arising out of or related to this Agreement or caused or contributed to in any way by the use and operation of the Equipment or any indirect, incidental, special or consequential damages, even if reasonable foreseeable. Notwithstanding the foregoing, we warrant that the Equipment will work for the term of this Agreement, subject to any limitations of law or equity. If we are unable to perform any of our obligations under this Agreement because of circumstances or events beyond our control, we shall be excused from the performance of such obligations for the duration of such circumstances or events and we shall not be liable to you for such failure to perform.

 8. Our Obligations. The Equipment initially installed Equipment is subsequently replaced under this Agreement during the Minimum Rental Term, we reserve the right to install previously installed Equipment that has been repaired for redeployment. During the term of this Agreement and so long as you are not in
- and not used or reconditioned. If the initially installed by us will be new equipment and not used or reconditioned. If the initially installed Equipment is subsequently replaced under this Agreement during the Minimum Rental Term, we reserve the right to install previously installed Equipment that has been repaired for redeployment. During the term of this Agreement and so long as you are not in default under this Agreement, we will, at our expense, (i) conduct each year a maintenance check of the Equipment and (ii) repair the Equipment and, if not repairable, replace it; provided that, after the end of the Minimum Term, we will not be required to replace such Equipment unless, before we install the replacement Equipment, you enter into a new rental agreement with us, for a term starting on the date that the replacement Equipment is installed and continuing for the number of months shown as the Minimum Rental Term following the last day of the month in which the Equipment was replaced for our then standard prices, and on such other standard terms and conditions in effect upon the replacement of the Equipment
- months shown as the Minimum Rental Term following the last day of the month in which the Equipment was replaced for our then standard prices, and on such other standard terms and conditions in effect upon the replacement of the Equipment.

 9. Termination; Termination/Removal Charges. So long as you are not in default under this Agreement, you may terminate this Agreement at any time following the end of the Minimum Term, by notifying us in writing not later than 30 days before the date you propose to terminate this Agreement, which proposed termination date must be set out in your notice and must be a business day. We will contact you prior to such proposed termination date to set a time or a range of times during which we will disconnect and remove the Equipment. If we are not given access to the Premises in order to disconnect and remove the Equipment, your obligation to pay the Total Monthly Payment will continue until we are able to disconnect and remove the Equipment.

- You agree that the Equipment will only be disconnected and removed by one of our authorized technicians and that, at the time of such disconnection and removal, the Equipment must be in the same condition as when it was delivered to you, except for normal wear and tear. You will pay the cost to repair any damage in excess of normal wear and tear, which costs include the cost necessary to: (a) repair and damage attributed to use of the Equipment for purposes for which it was not intended; and (b) repair or replace, beyond normal wear and tear, (1) all missing, broken, scratched, dented or rusted exterior components and (2) all damage which would be covered by physical loss or damage insurance, whether or not such insurance is actually in force, (3) any damage that appears to us, acting reasonably, to been intentionally, wilfully or negligently inflicted on the Equipment and (4) any other mechanical damage or other condition that causes the Equipment to operate in an improper, unsafe or unlawful manner or causes the Equipment to fail any requirements of law. You will pay such charges when billed by us.
- unlawful manner or causes the Equipment to fail any requirements of law. You will pay such charges when billed by us.

 10. Buy-out. So long as you are not in default under this Agreement, you may elect to buy the Equipment on an "as is, where is" basis, without any recourse, representation, warranty or condition from us (express, implied, statutory or otherwise, except for those which are given by statute and which you cannot waive), by notifying us in writing not later than 30 days before the date you propose to buy the Equipment. The price at which you may buy the Equipment under this Section will be equal to (i) if you buy the Equipment on the last day of the Minimum Term, the Estimated Residual Value, or (ii) if you buy the Equipment as at the date of such buy-out (as determined by us on a straight-line basis in accordance with Canadian generally accepted accounting principles and assuming, for the purpose of such determination, that the Equipment is valued on an installed basis without regard to the cost of removal and has been maintained as required by this Agreement). If you exercise any option and pay all amounts owing under this Agreement, title to the Equipment will be transferred to you and this Agreement will terminate.
- 11. Our Remedies. If you breach any term of this Agreement or if the authorizations in Section 3 are cancelled, we may (i) terminate this Agreement and require you to immediately pay us an amount equal to (a) the depreciated fair market value of the Equipment as at the date of such termination (as determined by us on a straight-line basis in accordance with Canadian generally accepted accounting principles and assuming, for the purpose of such determination, that the Equipment is valued on an installed basis without regard to the cost of removal and has been maintained as required by this Agreement), plus (b) in the case where we have terminated this Agreement prior to the end of the Minimum Term, an amount equal to the present value as at the date of such termination (calculated using a discount rate of 6% per annum) of all unpaid Total Monthly Payments to the end of the Minimum Rental Term, plus (c) all other amounts owing under this agreement, (ii) enter on any premises where the Equipment is located and take possession of, disable or remove it and require you to pay an amount equal to all costs related thereto, plus our then applicable removal fee and (iii) exercise any other remedies available to us, whether at law, in equity or otherwise. To the extent permitted by law, you waive the benefit and protection of any law that restricts or limits our remedies under this Agreement.

 12. Indemnity; Taxes. You will indemnity us from any loss or damage to the Equipment for any reason (other than normal wear and tear) and all claims.
- 12. Indemnity; Taxes. You will indemnity us from any loss or damage to the Equipment for any reason (other than normal wear and tear) and all claims, losses and costs that we may suffer or pay or may be required to pay (including legal expenses), in connection with the Equipment, this Agreement or the use, operation, installation, return, removal and/or repossession of the Equipment, including any claims against us for any injury or death to individuals or damage to property. You will pay, when due, all taxes and other charges imposed by any governmental authority on or in connection with this Agreement, the payments made under it or the Equipment. Without the limiting the generality of Section 13, we may change the Total Monthly Payment to reflect any increase or decrease in such taxes or changes for whatever reason.

 13. Changes to Agreement. For greater certainty, we have the right to change, from
- 13. Changes to Agreement. For greater certainty, we have the right to change, from time to time, any of our returned payments charges, administration fees, removal fees and other charges that are provided for in this Agreement, without notice to you. We also have the right to change, from time to time, any other term of this Agreement by sending you written notice of the change, which change will be effective on the date set out in that notice. You also authorize us to correct patent errors and to fill in any description information missing from the Home Comfort Rental Package section and/or in any schedule that is attached to this Agreement.

 14. Assignment. If you sell the Premises, you agree to inform the purchaser that the Equipment is rented pursuant to this Agreement. You will be released from your obligations under this Agreement, effective from the date of sale, so long as (i) the purchaser is notified in the agreement of purchase and sale that the Equipment is rented, (ii) you have notified us in advance of the purchaser's name and the intended date of sales, (iii) the purchaser agrees in writing or by conduct to rent the Equipment on our then current terms and conditions, (iv) the purchaser is approved by our credit department and (v) you have paid us all other amounts owing under this Agreement. You authorize us to respond to information requests relating to your account made by or on behalf of the purchaser. We may sell, assign, concurrently lease of otherwise dispose of, or grant a security interest in, (each, a "transfere") all or any part of our right, title and interest in the Equipment or this Agreement or our obligations under this Agreement to anyone else (a "transferee"), without notice to you or your consent. To the extent not prohibited by law, you will not assert against any such transferee any claims, defences, set-offs, deductions or counter-claims which you may not or in the future be entitled to assert against us. Subject to this section, this Agreement is binding upon and will ensure
- 15. **Governing Law.** This Agreement will be governed by the laws of the province or territory in which the Premises are located.
- Deficiency when the formation of control of the con
- 17. Miscellaneous. All of you obligations under this Agreement will survive the termination of this Agreement to the extent required for their full observance and performance. This Agreement contains the entire agreement between you and us. No waiver by us of any default under this Agreement or any of our remedies will be effective unless in writing. Any such waiver is not a waiver by us of any other later default, whether similar or not, or a waiver of our right to exercise our remedies in the future. References to Sections in this Agreement are to Sections of this Agreement. The Headings in this Agreement are for convenience only and will not affect the construction of interpretation of the Agreement. You will do such acts and execute such documents as we may require to give effect to this agreement and to protect our rights in the Equipment.

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Required Statutory Disclosure Schedule

This Required Statutory Disclosure Schedule ("this Disclosure Schedule") forms part of the Consumer Home Comfort Rental Agreement to which this Disclosure Schedule is attached (the "Contract"). Terms used in this Disclosure Schedule have the meanings given to them in the Contract:

Your Rights under the Consumer Protection Act, 2002

You may cancel this agreement at any time during the period that ends ten (10) days after the day you receive a written copy of the agreement. You do not need to give the supplier a reason for cancelling during this 10-day period. If the supplier does not make delivery within 30 days after the delivery date specified in this agreement or if the supplier does not begin performance of his, her or its obligations within 30 days after the commencement date specified in this agreement, you may cancel this agreement at any time before delivery or commencement of performance. You lose the right to cancel if, after the 30-day period has expired, you agree to accept delivery or authorize commencement of performance.

If the delivery date or commencement date is not specified in this agreement and the supplier does not deliver or commence performance within 30 days after the date this agreement is entered into, you may cancel this agreement at any time before delivery or commencement of performance. You lose the right to cancel if, after the 30-day period has expired, you agree to accept delivery or authorize commencement of performance.

In addition, there are other grounds that allow you to cancel this agreement. You may also have other rights, duties and remedies at law. For more information, you may contact the Ministry of Government and Consumer Services.

To cancel this agreement, you must give notice of cancellation to the supplier, at the address set out in the agreement, by any means that allows you to prove the date on which you gave notice. If no address is set out in the agreement, use any address of the supplier that is on record with the Government of Ontario or the Government of Canada or is known by you.

If you cancel this agreement, the supplier has fifteen (15) days to refund any payment you have made and return to you all goods delivered under a trade-in arrangement (or refund an amount equal to the trade-in allowance). However, if you cancel this agreement after having solicited the goods or services from the supplier and having requested that delivery be made or performance be commenced within ten (10) days after the date this agreement is entered into, the supplier is entitled to reasonable compensation for the goods and services that you received before the earlier of the 11th day after the date this agreement was entered into and the date on which you gave notice of cancellation to the supplier, except goods that can be repossessed by or returned to the supplier.

If the supplier requests in writing repossession of any goods that came into your possession under the agreement, you must return the goods to the supplier's address, or allow one of the following persons to repossess the goods at your address:

The supplier.

A person designated in writing by the supplier. If you cancel this agreement, you must take reasonable care of any goods that came into your possession under the agreement until one of the following happens:

The supplier repossesses the goods.

The supplier has been given a reasonable opportunity to repossess the goods and twenty-one (21) days have passed since the agreement was cancelled.

You return the goods.

The supplier directs you in writing to destroy the goods and you do so in accordance with the supplier's instructions.

2. Privacy Consents: Your Consent Regarding Information. You consent to our collection, use and disclosure of your personal information as described in this paragraph. We may collect and use personal information provided by you for the purposes of verifying your identity (including for regulatory compliance purposes), your creditworthiness (including by obtaining and using credit reports). Birth dates, Social Insurance Numbers or other personal identifiers, if provided, may be used to verify your identity, including matching credit records. We may collect credit, financial and related personal information for these purposes from you, your product dealer, our affiliates, credit bureaus and credit reporting agencies, and from references you may have provided to us. You consent to the disclosure of such information by these parties to us. You agree that we may, from time to time, use the above information and other personal information collected or compiled by us in connection with this agreement (including account status and payment history) (collectively, the "information") for the purposes of opening administering, servicing and enforcing this agreement, collecting amounts owing to us, verifying and evaluating your current and ongoing creditworthiness and financial status, responding to your inquiries and otherwise communicating with you regarding your account. For the purpose of maintaining your credit history and providing credit references, we may from time to time disclose credit related information to credit bureaus, credit reporting agencies and to your current or future creditors. If you have provided your banking information, we may use and exchange it with your and our financial institutions for payment processing purposes. We may otherwise use your information and disclose your information to third parties as necessary: to register security interests; to enforce security, this agreement and otherwise collect amounts owing to us; for the purposes of detecting and preventing fraud; in connection with audits; and generally for the purposes of meeting legal, regulatory, risk management and security requirements. We may use and disclose your information to assignees, prospective assignees and other third parties that are connected with the proposed or actual financing, insuring, sale, securitization, assignment or other disposal of all or part of our business or assets (including this agreement and/or amounts owing to us) for the purposes of permitting a prospective assignee to evaluate your creditworthiness and otherwise determine whether to proceed or continue with the transaction, fulfilling any reporting or audit requirements to such parties, and/or completing the transaction. Our successors and assigns may collect, use and disclose your information for substantially the same purposes as described in this paragraph. We may use agents and service providers (including affiliates acting in that capacity) to collect, use, store and/or process personal information on our behalf, and your information may be transferred to these entities for the purposes described in this paragraph. Our agents and service providers may be located in foreign jurisdictions and, if so, your personal information may be transferred and processed outside of Canada. Your personal information may be subject to legal requirements in foreign jurisdictions that are applicable to our agents and service providers, for example, legal requirements to disclose information to government authorities in those jurisdictions, and the privacy protections applicable to your personal information may not be the same as those available in Canada. In addition to the purposes set out above, we and our affiliates may use your contact information to provide you with occasional information about other products and services offered by us or our affiliates However, you may refuse consent for this purpose by contacting us within thirty days after you receive this agreement at our phone number, and we will not use your information for this purpose until a reasonable period of time has passed after we have sent this agreement to you. You may at any time thereafter withdraw consent to our use of personal information for this purpose by calling the above number (please allow a reasonable time for us to process your request). You may request access and correctionof your information, subject to applicable legal restrictions, or make other inquiries regarding your personal information by writing to us at P.O. Box 2305 STN A, Oshawa, Ontario, L1H 7V5, Attention: Privacy Officer. You consent to the collection, useand disclosure of your personal information as may be further described in our Privacy Statement (which includes further information about our policies and practices with respect to the use of service providers outside of Canada), available at our website time to time, and as otherwise permitted or required by law. The consents provided above shall be valid for so long as required to fulfill the purposes described in this paragraph.

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