

## Telephone/Facsimile/E-Mail Agreement

In this Agreement, we, our and us mean, **MERIX Financial and Paradigm Quest Inc. which facilitates the MERIX Financial mortgages** and you and your mean an individual who has made an application to us, or provided a guarantee, for any financial product or service offered by us.

You authorize us to receive and act upon instructions from you concerning your mortgage or line of credit or credit account you are applying for or have taken out with us, given to us by telephone, facsimile transmission, electronic mail (e-mail) or through any other means that we may permit from time to time (the permitted means). Telephone instructions for transactions provided solely by voice mail will not be acted upon. Instructions mean your order given to us by permitted means to complete certain transaction which are permitted under this agreement.

These Instructions can only be given in relation to mortgages or credit accounts with us in your name or over which you are a signatory with the sole right to give Instructions. You understand and agree that your Instructions may be viewed by persons employed by us.

The Instructions which you can give us using the permitted means include applying for a personal loan or credit account, signifying your agreement to be bound by the terms of the loan or credit card agreement or otherwise giving Instructions with respect to a loan or credit account.

You agree to be bound by the agreements which govern the loan relationships which are established pursuant to Instructions given under this agreement. You may be required to sign any agreements which are required in connection with the transaction you are asking us to complete. We may send you, at our discretion, a confirmation that the Instructions have been received and acted upon and any related agreement(s). You agree to ratify any Instructions given pursuant to this agreement.

We agree to carry out Instructions in accordance with our normal procedures although we can refuse to undertake any Instructions if we deem it appropriate for any reason to do so and we will have no liability to you on account of such refusal. We will take reasonable steps to inform you when we have determined that we will not be following your Instructions. We may ask you to give us certain information which will assist us in determining that you are the party giving the Instructions. We will not be liable to you if we are unable to complete your Instructions for reasons beyond our control.

You agree that we can deduct from any of your accounts any amounts that we have disclosed to you as being the service charges for acting on Instructions given under this agreement. These charges are in addition to any account-related or other transaction fees which we may charge to your account.

You are solely responsible for our following, in good faith, all Instructions which appear to have been given by you by permitted means. We will not be liable to you if a transaction is completed pursuant to Instructions given by persons other than you which we believed in good faith to have been given by you. You agree to indemnify and hold us, our subsidiaries, as well as our officers, directors, employees or agents and those of our subsidiaries harmless for any loss, cost, liability or damage of whatever kind which may result from our acting in accordance with this agreement.

This agreement is binding on you, your heirs, legal or personal representatives and permitted assigns. It shall be interpreted in accordance with the law of jurisdiction in the province where you reside. We may rely on this agreement until such time as you give us notice in writing indicating that this agreement will not apply to any further Instructions given in relation to banking or investment matters. We may rely on the instructions of any one of you for joint accounts with respect to all matters covered by this agreement. We may terminate this agreement at any time on written notice to you. This agreement does not amend any of the other agreements that you have with us or establish with us at a later date. In the case of a conflict between these agreements, this agreement shall govern.

## Privacy Agreement

In this Agreement, we, our and us mean, **MERIX Financial and Paradigm Quest Inc. which facilitates the MERIX Financial Mortgages** and you and your mean an individual who has made application to us, or provided a guarantee, for any financial product or service offered by us.

When you apply for, or provide a guarantee in respect of, any of our products or services and while you are our customer, you agree that:

1. We may collect, use and disclose personal information from you and about you for the following purposes:
  - (a) to understand your needs
  - (b) to analyze the suitability of our products or services for you
  - (c) to determine your eligibility for our products and services
  - (d) to set up, manage and offer products and services that meet your needs
  - (e) to provide you with ongoing service, and
  - (f) to meet our legal and regulatory requirements.
2. We may also use, disclose to and collect from external sources such as credit bureaus, credit and other information about you in order to offer you pre-approved credit products.\*
3. We may keep information about you in our records for as long as it is needed for the purposes described above, even if you cease to be a customer.
4. All information which you give us at any time will be true and complete and you will not withhold any material information.
5. We may use references you provide, to verify information you give us and you authorize any person whom we contact in this regard, to provide such information to us.
6. We may continue to disclose information regarding your financial products with us to your mortgage broker or originator to provide service for us unless you notify us you no longer deal with such broker or originator.
7. If any personal information changes or becomes inaccurate or out of date, you will tell us so we can revise our records.

## Refusing or withdrawing Consent

Subject to legal and contractual requirements, you can refuse to consent to our collection, use or disclosure of information about you, or you may withdraw your consent to our further collection, use or disclosure of information at any time in the future by giving us reasonable notice, provided the consent does not relate to certain information required for credit products or arrangements which you apply for or accept. If you refuse or withdraw your consent, we may not be able to provide you or continue to provide you with some products, services or information which may be of value to you.

You can tell us at any time to stop using information about you to market our products and services.

If you wish to refuse consent or to withdraw consent as outlined within this Agreement, you may do so at any time by contacting our Privacy Officer at:

Privacy Officer  
390 Bay Street, Suite 500  
Toronto, Ontario  
M5H 2Y2

**In addition, if you apply for, accept, or guarantee, a line of credit, term loan, mortgage or other personal credit facility with us:**

When you apply for, accept, or guarantee, a loan or credit facility and during the course of the loan or credit facility, we may use, give to, obtain, verify, share and exchange credit and other information about you with others including credit bureaus, mortgage insurers, creditor insurers, registries, and other persons with whom you may have financial dealings, as well as any other person as may be permitted or required by law. You authorize any person whom we contact in this regard to provide such information to us. Information concerning you relating to the loan, including credit information, will be accessible to mortgage insurers for any purpose related to mortgage insurance. Information retained by Canada Mortgage and Housing Corporation will be subject to federal access to information and privacy legislation.

During the term of the loan or credit facility, you may not withdraw your consent to our ongoing collection, use or disclosure of your personal information in connection with the loan or other credit arrangement you have with us or have guaranteed. We can continue to disclose such to credit bureaus even after your loan or credit facility has been retired, and you may not withdraw your consent to our doing so. We do this to help maintain the accuracy, completeness and integrity of the credit reporting system.

We may ask you for your Social Insurance Number to use in verifying and reporting credit information to credit bureaus and credit reporting agencies. You may refuse to consent to its use or disclosure for these purposes.

**Further Information:**

An electronic copy of this form is available on the website [www.mortgagedocuments.ca](http://www.mortgagedocuments.ca).

You hereby acknowledge that you have received a copy of this Privacy & Telephone/Facsimile/E-Mail Agreement, that this agreement is binding upon you and that you consent to collection and use of personal information as set out unless you notify us otherwise.

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Borrower's signature \_\_\_\_\_ date \_\_\_\_\_  
Print name \_\_\_\_\_

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Borrower's signature \_\_\_\_\_ date \_\_\_\_\_  
Print name \_\_\_\_\_

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Guarantor's signature \_\_\_\_\_ date \_\_\_\_\_  
Print name \_\_\_\_\_

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Guarantor's signature \_\_\_\_\_ date \_\_\_\_\_  
Print name \_\_\_\_\_