## TVS TERMS AND CONDITIONS OF SERVICE

**Between:** Your Name is deemed to go here (Herein after called "The Member")

And

TVS Tenant Verification Service Inc. (Herein after called "The Company")

**Note:**. You are providing an electronic signature by clicking on **I agree Sign MeUp** at the bottom of the online application page..

- 1. The Company agrees to:
  - maintain a database of information obtained from its members and other sources.
  - furnish such information ("Consumer Report") and services as requested by The Member for stated fees and as permitted by law.
  - provide such other services from time to time as may be deemed by The Company to be beneficial to The Member.
  - only collect personal information for the purpose of identifying clients and establishing a
    permissible purpose for using the TVS service in accordance with PIPA (Personal Information
    Protection Act) and PIPEDA (Persona Information Protection and Electronic Documents Act.
- 2. The Member agrees to use Consumer Reports only in connection with its legitimate business and for a purpose authorized by the Credit & Consumer Reporting and Business Practices Acts such as for entering or renewal of tenancy agreements.
- 3. The Member further agrees as follows:
  - to request Consumer Reports only for The Member's exclusive and one time use and for permissible purposes permitted under the Consumer Reporting and Business Practices Acts as they relate to each Canadian Province and Territory.
  - to hold the content of a Consumer Report in strict confidence and to not disclose the content of a Consumer Report to any other person.
  - to refer any consumer seeking to question or challenge the content of a Consumer Report relating to him or her to The Company.
  - he/she will not access consumer credit data on themselves, family, relatives or friends and will not obtain consumer credit data for any other Individual or Company.
  - all hardcopies of consumer reports are to be shredded or destroyed, rendered unreadable when no longer required.
- 4. The Member hereby acknowledges that The Company cannot guarantee the accuracy of any Consumer Report and accepts all information "AS IS". Member acknowledges and agrees that The Company obtains its data from third-party sources, which may or may not be completely thorough and accurate, and the member shall not rely on The Company for the accuracy or completeness of information supplied through The Company's Services.
- 5. In no way shall The Company, its Directors or Employees be liable in any manner whatsoever for any loss or injury to The Member resulting from the obtaining or furnishing of a Consumer Report. The Member agrees to save and hold The Company, its Directors and Employees harmless and indemnify them from any claims, losses, damages, or costs arising from the publication or disclosure of any Report from The Company to The Member.
- 6. Member certifies that he/she is not a bail bond company, credit repair company (including credit counseling and credit clinics), investigative company (including private investigators and detective agencies), attorney or paralegal firm, news agency or journalist, law enforcement personnel, dating service, asset location service, has never been involved in credit fraud or other unethical business practices, is not listed on any credit reporting agency notification, and that the business operation for which this application is being made is one of renting real property (houses, apartments or commercial buildings) which the member does not occupy.
- 7. The Member agrees that it shall obtain written Authorization from the Prospective Tenant before requesting a Consumer Report from The Company. If requested by the consumer, The Member will provide the Consumer with the name, address, and telephone number of The Company. All terms, conditions, warranties, or transactions under this agreement are subject to the Business Practices and Consumer Protection Act of BC, and the Consumer Reporting Acts of each Province and Territory. Any provision of this agreement not in compliance therewith shall be deemed to be amended to comply.

- 8. The member agrees that he/she will take every precaution to protect the end-user information (username \* password) and acknowledges liability and responsibility for same. The member also agrees that he/she will abide by all rules including but not limited to PIPA and PIPEDA regarding the collection and use of personal information.
- 9. Member hereby certifies that he/she is a landlord/property manager/resident manager and has a permissible purpose for obtaining consumer reports. The subscriber certifies their permissible purpose as in connection with a tenant screen application involving the consumer.
- 10. Member will maintain copies of all written authorizations for the duration of their membership with TVS and for a period no less than 6 years after the membership has terminated. If requested, these authorizations must be made available to TVS within 2 business days of the request.
- 11. This agreement shall continue in effect from year to year unless terminated by breach or cancelled by either party.
- 12. The Company may withhold or terminate services to The Member if The Member violates or is in violation of this agreement.
- 13. The above Member consents to the obtaining of an applicant authentication via Equifax Canada. This is an online identity questionnaire with only a few short questions strictly used for authentication purposes.