



## CONSENT PRIVACY SUITABILITY AND DISCLOSURE DOCUMENT

We, The Mortgage House Inc., including all subsidiaries and brands powered by The Mortgage House, take pride in the policies and procedures used to protect the personal information collected and maintained on behalf of our clients. Our agents are granted access to personal information under the Personal Information Protection and Electronic Documents Act (PIPEDA) and other similar provincial laws.

### 1. Terms of Agreement

1.1. This agreement begins on the date of signing and ends upon the funding of the loan, mortgage, or other financing.

### 2. Services

2.1. We will collect your personal information to determine your identity and credit eligibility in accordance with our privacy policy, which can be found on our website: [www.themortgagehouse.ca](http://www.themortgagehouse.ca) ("Privacy Policy").

2.2. The type of information collected includes, but is not limited to:

- a) Data such as name, address, contact numbers, email contact, income, employment, age, net worth, investment objectives, insurance coverage and banking information.
- b) Unique identifiers, such as social insurance number, driver's license, passport numbers, as authorized by law.
- c) Information from a consumer reporting agency or other source, which may include account information and/or information about your creditworthiness.

2.3. We will submit your financing application and other required documents to the lender(s).

### 3. Personal and Confidential Information

3.1. You consent to us collecting, maintaining, using, and disclosing your personal information for the purpose of this agreement and for all uses consistent with arranging and/or renewing loans, mortgages, or other financing.

3.2. You agree that we will collect your personal information from any person or source that has personal information about you and authorize them to release it to us.

3.3. You acknowledge that you may choose not to have a credit check conducted to assess your application; however, this may impact our and the lender's ability to review or approve your application.

3.4. You agree that we can provide your personal information and financing application to credit bureau agencies, potential lenders, financial institutions, insurers, insurance agents/brokers, and service providers. They may receive this information and maintain records relating to you, including your social insurance number if you provide it. They may hold, use, communicate, share, collect from

and disclose this information to third parties, including credit reporting and collection agencies and other financial institutions in connection with your application.

- 3.5. You agree that we can provide your personal information and financing application to authorized agents or affiliated companies as needed to provide the services or products you request. This includes, but is not limited to, life insurance companies for the purposes of offering you life insurance products tailored to your needs, and home and auto insurance companies for the purposes of offering you home and auto insurance products tailored to your needs, all of which you can accept or decline at any time.
- 3.6. You agree that we may provide your personal information and financing application to the Mortgage Associate/Broker named in this agreement, whether they are licensed by The Mortgage House, a subsidiary of The Mortgage House, or a brand powered by The Mortgage House, and they may receive this information and maintain records relating to you, including your social insurance number if you provide it. This consent remains applicable even if the Mortgage Associate/Broker chooses to transfer their license to another brokerage, and you agree that the ensuing brokerage will then maintain records relating to you.
- 3.7. You agree that we and each potential lender, insurer, insurance agent/broker, or service provider can verify any information from any source for the purposes of this agreement and arranging and/or renewing loans, mortgages, or other financing.
- 3.8. You agree that a mortgage default insurer may obtain information about you from a credit reporting agency from time to time and may use this information for purposes related to mortgage default insurance.
- 3.9. Subject to your right to withdraw consent detailed in the Privacy Policy and optional consents provided in this Agreement, we may use your information to conduct surveys on the quality of our products and services or to provide you with offers for additional products and services that we feel may be of interest to you.
- 3.10. You agree we will retain your personal information for safekeeping in accordance with the applicable Provincial Regulators, the Personal Information Protection Act (PIPA) and the Personal Information Protection and Electronic Documents Act (PIPEDA), whether your financing is approved or funded. You agree that we may send the application and personal information to our corporate office and hold the information securely, with access restricted to individuals needing to deal with the information.
- 3.11. You agree that the approval or granting of any mortgage, with or without mortgage default insurance, is not to be construed or relied on as a representation of the value or condition of any underlying security or as confirmation of your ability to repay the mortgage debt.
- 3.12. We will not:
  - a) give out any of your confidential information without your consent, unless required by law; or
  - b) use confidential information we receive from you or that we get from performing under this agreement for any other purpose than those in this agreement unless you agree in writing.
- 3.13. Our duty to keep your information confidential continues after this agreement ends.
- 3.14. You understand the use of the information is to determine your credit eligibility.
- 3.15. You agree that we may advise any lawyer, legal assistant, real estate agent, or other professional you are working with regarding any potential mortgage transaction.

3.16. You agree we may add your name and contact information to our client lists at the end of the term of this service agreement to tell you about our services through electronic means. You can withdraw your consent in the future at any time by unsubscribing.

#### **4. Canada Anti-Spam Legislation**

4.1. You authorize us, as well as our affiliated companies and authorized agents, to keep in touch with you via electronic messaging to provide you with content and insightful information on mortgages, finances, etc. You wish to be kept informed and consent to receiving these informative electronic communications. You understand that you can withdraw consent at any time. You understand that even if you do not provide your express consent to receive promotional communications, you may still be contacted if authorized under applicable anti-spam legislation. For example, if you have recently entered into a transaction with us, as well as for transactional purposes such as customer service contacts, product or service information, status updates or renewals, reminder notices, or answers to your questions or inquiries.

#### **5. Our Responsibilities**

5.1. We will review your personal information and documents received to confirm your identity and your credit eligibility. If further verification is required, we will notify all parties to any potential transaction of any change.

5.2. We may provide related financial services.

5.3. We will only represent you.

a) Our responsibilities to you include:

- i. to represent your best interests
- ii. recommend a particular mortgage solution(s)
- iii. advocate on your behalf
- iv. provide confidential advice
- v. be honest
- vi. exercise reasonable care and skill
- vii. gather your intended property and financial information to determine the lending options available to you
- viii. disclose and explain appropriate finance options for your consideration
- ix. complete and submit documentation to the lender; and
- x. keep you informed of the progress of your application.

b) Our responsibilities to the lender are:

- i. to be honest; and
- ii. exercise reasonable care and skill.

#### **6. Your Responsibilities**

6.1. Communicate and cooperate with us.

6.2. Be honest.

6.3. Give us personal and financial information and keep us updated on any changes.

6.4. Pay all applicable expenses for a credit report, appraisal, Alberta registries report, and courier charges for the purpose of this agreement whether or not you receive approval or funding. We will discuss these expenses with you.

6.5. Pay for any costs we incur to verify your personal information.

## **7. Credit Bureau Consent**

7.1. You authorize us to obtain credit report(s) from credit reporting agencies and other lenders at the time of your application, at any time during the application process, and on an ongoing basis to review your creditworthiness and/or establish credit and hold limits. You acknowledge that the completion of a credit application may take time, and it might entail additional credit reports. You authorize us to exchange such information or obtain additional credit reports for up to six (6) months from the time of signing. You authorize the lender(s) to obtain Information and reports about you from credit reporting agencies and other lenders at the time of your application, any time during the application, and on an ongoing basis to review and verify your creditworthiness and/or establish credit and hold limits.

## **8. Suitability**

8.1. You acknowledge the following:

- a) That a variable rate mortgage and its applicable mortgage payment may increase without notice within the term of the mortgage, and this may affect your ability to make mortgage payments.
- b) That terminating or prepaying a mortgage prior to maturity may involve prepayment penalties and that different mortgage products can vary in terms of prepayment options.
- c) That changes in your employment (i.e. reduced income), credit, liabilities, etc., may affect your ability to make mortgage payments in the future, and changes prior to closing could affect your mortgage qualification.
- d) Of the monthly mortgage payment of principal, interest and taxes (PI&T) that you are comfortable paying, based on your current personal financial obligations (including condo fees if applicable).
- e) Of the benefits of creditor mortgage protection if permitted by provincial or territory applicable laws.
- f) Of the inherent risks associated with mortgages. The agent has evaluated your needs to assist in determining the most appropriate mortgage, including offering to assist in preparing a budget.

## **9. Our fee**

9.1. We will receive our fee for this mortgage transaction from the lender.

9.2. We may also receive monetary or non-monetary benefits from the lender, including, but not limited to, additional fees based on our volume of business with the lender, our efficiency with the lender, travel/gift incentives, and attendance at seminars or conferences.

## **10. Early end to this agreement**

10.1. Despite the end date listed at the beginning of this agreement, the agreement ends immediately if any of these things happen:

- a) We both agree in writing to an earlier end date
- b) our license to deal in mortgages is suspended or cancelled
- c) we are bankrupt, insolvent, or we are in receivership; or
- d) you materially breach this agreement, and we give you written notice to end it, or we materially breach this agreement, and you give us written notice to end it.

10.2. If the agreement ends for any of these reasons, it will not affect our or your rights under this agreement.

#### **11. Other details about this agreement**

11.1. This agreement is governed by the laws of the relevant Province.

11.2. Words in the singular meaning may be read as plural when required by the context.

11.3. The clause numbers will change as necessary if there are changes in this agreement.

11.4. Any future changes to this agreement must be in writing and signed by both parties to be effective.

11.5. You agree that the information provided to us and the financing application is true and correct.

11.6. You acknowledge this agreement accurately sets out what both of us agree to.

11.7. You acknowledge that you have read and received a copy of this agreement.

11.8. I/We agree that a photocopy or electronic copy of this Consent and Privacy Agreement has the same value as an original.

11.9. Both parties may communicate and deliver documents and information to each other in person, by mail, or electronically. Both parties acknowledge there are risks with each of these methods and acknowledge these risks.

\_\_\_\_\_  
Mortgage Agent's Name

\_\_\_\_\_  
Mortgage Agent's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Client Name

\_\_\_\_\_  
Client's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Client Name

\_\_\_\_\_  
Client's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Client Name

\_\_\_\_\_  
Client's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Client Name

\_\_\_\_\_  
Client's Signature

\_\_\_\_\_  
Date