Terms and Conditions of Use

To use RentCheck services as a member, you must agree to the following terms and conditions and submit the **Membership Application Form** to RentCheck online, by fax or regular mail. In this Agreement, “Subscriber”, "We", "Us", "Our" and "You" means any person or other entity applying to register with **RentCheck** services as a subscriber **Member**.

This Membership Agreement sets forth the business relationship and general terms between **RentCheck** and **Member named in this application**. In order to obtain confidential credit and rental history information or consumer reports on behalf of **Member**’s customers, **Member** requests **RentCheck** to provide its services, under the terms and conditions outlined below and, in consideration of the mutual benefits of the parties (the receipt and adequacy of which is acknowledged), **Member** and **RentCheck** enter into this Membership Agreement.

MEMBER AGREES AS FOLLOWS:

1) OBLIGATIONS AND PERSONAL CERTIFICATE

a) to comply with all applicable laws, including but not limited to, privacy, criminal, and consumer credit reporting legislation;

b) *IMPORTANT: your intended use for Credit, Criminal and/or Tenancy Reports is limited to the following;

i) intends to use the information in connection with the extension of credit to or the purchase or collection of a debt of the consumer to whom the information pertains, Note: attach Proof of Debt to validate your PeopleSearch request is for contact information only.

ii) intends to use the information in connection with the entering into or renewal of a tenancy agreement,

iii) intends to use the information for employment purposes,

iv) intends to use the information in connection with the underwriting of insurance involving the consumer,

v) intends to use the information to determine the consumer's eligibility for any matter under a statute or regulation where the information is relevant to the requirement prescribed by law,

vi) otherwise has a direct business need for the information in connection with a business or credit transaction involving the consumer, or

vii) intends to use the information for the purpose of up-dating the information in a consumer report previously given to the person for one of the reasons referred to in subclauses (i) to (vi) above. R.S.O. 1990, c. C.33, s. 8 (1); 1997, c. 24, s. 210.

Copyright 2016-2026 Rent Check Credit Bureau Ltd. all rights reserved

c) to pay RentCheck for the Services in accordance with the terms of section 6 of this Membership Agreement;

d) to request Personal Information for reasons as defined in 1.b) above, including credit information, only for Member's exclusive use, and to the extent, as permitted by law. Member certifies that inquiries will be made only for the purposes that are intended in 1.b) above and for no other purpose;

e) conducting searches using a PC, Laptop, PDA, or any other computing device, on a public or private network, other than the **Member's** personal computing device and network is strictly prohibited and may result in Membership suspension and/or cancellation;

f) not to, directly or indirectly, use or access RentCheck's computer network, including any part thereof, or deliver data to such network in any way that would have a negative impact on RentCheck's operations or the use of the network by any other member. In the event that Member fails to comply with the foregoing restriction, RentCheck shall have the right, in addition to any other right or remedy that it may have at law or in equity, to suspend, on a temporary or permanent basis, Member's use of or access to the network;

g) that it will have obtained prior to requesting from RentCheck any Personal Information, including but not limited to credit or tenancy information or a credit tenancy report about any consumer, the appropriate active and informed consent in accordance with any applicable privacy law, necessary for the disclosure of Personal Information by RentCheck to Member from the consumer in respect of whom Member has requested the Personal Information including, where applicable, any or all of the following consents:

i) for RentCheck to provide Member on an ongoing basis, information it has previously collected and maintains in respect of the consumer including, but not limited to, credit reports;

ii) for Member to provide to RentCheck any Personal Information, including but not limited to any credit information, about the consumer on an ongoing basis;

iii) for RentCheck to co-operate with local, provincial and national authorities in the investigation of unlawful, improper or fraudulent activities;

iv) as used in this Agreement, "Personal Information" means information about an identifiable consumer (individual), including but not limited to any credit information on credit reports;

v) to attach to the **Member's** Rental Application form RentCheck’s privacy legislation compliant, copyrighted, consent language as set out in Consumer Credit and Tenancy History Inquiry Consent Form available to all members, or to use RentCheck’s privacy legislation compliant copyrighted Residential Rental Application form with embedded Consumer Credit and Tenancy History Inquiry Consent Form made available to all members;

Copyright 2016-2026 Rent Check Credit Bureau Ltd. all rights reserved

h) to provide a copy of its current Privacy Policy to RentCheck, so that RentCheck will always have a copy of Member's most current Privacy Policy;

i) that it will make changes to its Privacy Policy as RentCheck may request from time to time that are necessary, in the opinion of RentCheck, for RentCheck to provide the Services;

j) to hold in strict confidence all information received from RentCheck, and not to disclose such information, under any circumstances, to the consumer who is the subject of the report unless a request is made by the consumer who is subject of the report in writing as per applicable law, or to any other party who do not have a direct business need for the information in connection with a business or credit transaction involving the consumer.

2) RentCheck Services

a) RentCheck agrees to provide the following services to Member during the term of this Membership Agreement (the "Services"):

b) To maintain rental history information on consumers as furnished by its subscribers or as obtained from other available sources;

c) To provide Member a consumer report or tenant report or credit reporting service on consumers to the extent and as permitted by law.

3) Additional Products and Services

a) RentCheck may from time to time make available such other credit products, services or email news services as may be deemed by RentCheck to be beneficial to Member and which are complementary to the normal RentCheck function and permitted by law. Only on an opt-in basis will RentCheck offer, by whatever means available, specific industry related products and services, which will be subject to the terms and provisions of applicable agreements effective only upon execution by both supplier and Member.

4) System Specifications

a) RentCheck shall be responsible for maintaining all RentCheck computer hardware, software and internal data networks. Member will be responsible for the availability and performance of any such leased lines and modems, in addition to Member's network systems.

b) In the event that system changes are required, for either RentCheck or Member, the parties will adopt testing procedures of any revised or updated process upon mutually agreeable terms.

Copyright 2016-2026 Rent Check Credit Bureau Ltd. all rights reserved

5) Reports on MEMBER, FRIENDS, FAMILY AND/or Employees

a) Member agrees that all requests for Personal Information including, but not limited to any credit information or credit reports, about employees of the Member will be made only by the Member's designated representative. Except in the exercise of their official duties, employees of the Member will be forbidden to attempt to obtain reports pursuant to this Membership Agreement on themselves, their associates, family, friends or any other person.

6) PAYMENT PROVISIONS - USER FEES

a) Member agrees to pay RentCheck upon receipt of an invoice for the Services rendered within thirty (30) to sixty (60) days according to the **RentCheck rate schedule(s) then in effect**. If credit card use is authorized charges to Member's credit card are transacted as services are rendered. Interest shall be payable on overdue amounts at the rate of 2% per month, or 24% per year. **If collection efforts are required, Member shall pay RentCheck an additional 25%-50% of the total amount due for all costs of collection, including all legal fees and disbursements**.

b) In the event a cheque payment for a product or service provided by RentCheck is declared NSF, a RentCheck administration charge of $45.00 plus all bank charges will apply.

7) RIGHT TO REFUSE SERVICES

a) RentCheck reserves the right not to provide consumer reports or consumer reporting services to Member if, in the sole opinion of RentCheck, Member is not complying with any of the terms of this Membership Agreement.

8) Network or Database Changes

a) Planned Network and Application Changes to Production System. Normal service maintenance will be completed during non-critical period(s) as mutually agreed upon in advance by RentCheck and Member. RentCheck will use commercially reasonable efforts to not exceed outages that impact service level to Member of more than 5% during any given month.

b) Database Changes. In the event that system changes are required, for either RentCheck or Member, the parties will adopt testing procedures of any revised or updated process upon mutually agreeable terms.

9) MANDATORY APPLICANT CONSENT TO ACCESS PERSONAL INFORMATION

a) YES, I AGREE to comply with privacy laws as required in the country of origin.

b) As a member you are obliged to obtain written permission from each applicant as in 1. g) above.

Copyright 2016-2026 Rent Check Credit Bureau Ltd. all rights reserved

10) INDEMNITIES

a) RentCheck shall use good faith in attempting to obtain Personal Information, including but not limited to any credit information, from sources deemed reliable but RentCheck does not guarantee the accuracy or completeness of information reported, and in no event shall RentCheck, its directors, officers, employees or agents be liable in any manner whatsoever for any loss or injury to Member, its directors, officers, or employees resulting from the obtaining or furnishing of such information.

b) Member shall indemnify and hold harmless RentCheck and its directors, officers, employees and agents against any and all claims, losses, liabilities or damages, including consequential damages, arising from but not limited to:

i) The failure or alleged failure of Member to perform any of its obligations described in this Membership Agreement or arising out of the negligence of Member, its directors, officers, or employees;

ii) The failure of Member to obtain the appropriate active and informed consents from any consumer as required by applicable privacy legislation and section 1(f) of this Membership Agreement; and

iii) Member's non-compliance with applicable laws.

11) TERM

a) Subject to section 14, the term of this Membership Agreement shall commence on the date in the month hereof and shall continue for a one-year term, renewable automatically on the first day of the anniversary month.

12) TERMINATION

a) After the initial one-year term, either party thereto may terminate this Membership Agreement at any time upon sixty (60) days prior written notice to the other.

b) RentCheck may terminate this Membership Agreement and discontinue providing Services to Member immediately upon notice to Member (i) if Member has failed to pay any fees in accordance with the terms of this Membership Agreement, (ii) if Member has breached any other term of this Membership Agreement and failed to remedy such breach within ten (10) days notice from RentCheck; (iii) if Member has become insolvent, commenced an act of bankruptcy, suspended business operations or has bankruptcy, dissolution, liquidation or winding-up proceedings commenced against it (unless such proceedings are actively and diligently contested in good faith on a timely basis); (iv) if RentCheck becomes aware that Member has failed or is likely to fail to

Copyright 2016-2026 Rent Check Credit Bureau Ltd. all rights reserved

comply with any requirements of applicable legislation or if RentCheck becomes aware that Member has failed or is likely to fail to obtain the appropriate active and informed consents which may affect RentCheck's business or compliance with applicable laws; and (v) if any law, regulation, or guideline of a regulatory agency is interpreted by a government regulatory agency or a court as prohibiting the provision of services in accordance with the terms hereof, or if any new law is passed or introduced by any municipal, provincial or federal legislative body or regulatory agency that in the opinion of RentCheck, acting reasonably, prohibits or would prohibit the provision of services in accordance with the terms of this Membership Agreement.

13) NOTICE

a) All notices required or permitted to be given to a party under this Agreement shall be in writing and delivered by hand, mailed by regular mail, mailed by registered first class mail postage prepaid or sent by facsimile to the party's address shown on the account registration page. Any notice shall be deemed to have been given and received:

i) If delivered, on the date on which it was delivered;

ii) If mailed by regular mail on the 5th business day following the day it was posted; or

iii) If given by facsimile, on the date and at the time indicated on the receipt of confirmation form received for such facsimile.

b) No party shall mail any notice during any period when postal workers are on strike or if a strike is imminent. Either party may change its address by giving notice of the change to the other party in accordance with the provisions of this section.

14) FORCE MAJEURE

a) RentCheck shall not be responsible for any non-performance, inadequate performance or delay in performance occasioned by any causes beyond its control, including without limiting the generality of the foregoing, acts or omissions of the other party, acts of a civil or military authority, strikes, lock-outs, embargoes, insurrections or Acts of God.

15) ASSIGNMENT

a) Member may not assign this Membership Agreement without the prior written consent of RentCheck.

16) GOVERNING LAW

a) The laws of the Province of Ontario and the laws of Canada applicable in the Province this agreement refers and applies to ("*Province of Origin*") shall govern this Membership Agreement. Any dispute under this Membership Agreement

Copyright 2016-2026 Rent Check Credit Bureau Ltd. all rights reserved

arising between the parties will be referred to arbitration in accordance with the *Arbitration Act, 1991* (Ontario).

17) MEMBER AGREES TO COMPLY WITH CREDIT REPORTING STATUTES

a) The Fair Credit Reporting Act (15 USC 1681, et seq. as amended "FCRA") and all other U.S. statutes, rules, regulations, or other actions of U.S. governmental bodies applicable to Member's business; and (ii) The Consumer Reporting Act (R.S.O. 1990, Chapter C. 33, as amended "CRA") and all other Canadian statutes, rules, regulations or other actions of Canadian governmental bodies applicable to Member's business.

18) THE MEMBER FURTHER AGREES

that at all times their performance, including Member's provision of Member Services, will be in compliance with any applicable U.S. federal, U.S. state, U.S. local, Canadian federal, Canadian provincial, and Canadian local statutes, court orders, regulations, and rules, including as applicable the U.S. & Canadian Credit Reporting Statutes and U.S. State & Canadian Provincial Credit Reporting Statutes, and shall be consistent with accepted industry standards such as the following;

OFFENCES

23.(1) Every person who,
a) knowingly, furnishes false information in any application under this Act or in any statement or return required to be furnished under this Act or the regulations;
b) fails to comply with any order, direction or other requirement made under this Act; or
c) contravenes any provision of this Act or the regulations, and every director or officer of a corporation who knowingly concurs in such furnishing, failure or contravention is guilty of an offence and on conviction is liable to a fine of not more than $25,000 or to imprisonment for a term of not more than one year, or to both. R.S.O. 1990, c. C.33, s. 23 (1), and

Corporations
(2) Where a corporation is convicted of an offence under subsection (1), the maximum penalty that may be imposed upon the corporation is $100,000 and not as provided therein. R.S.O. 1990, c. C.33, s. 23 (2).

U.S.A.
THE U.S. FCRA PROVIDES, IN PART, THAT ANY PERSON WHO KNOWINGLY AND WILLFULLY OBTAINS INFORMATION ON A CONSUMER FROM A CONSUMER REPORTING AGENCY UNDER FALSE PRETENSES SHALL BE FINED OR IMPRISONED, OR BOTH.

19) ENTIRE AGREEMENT

a) This Membership Agreement and any Addenda state the entire understanding of the parties as to the subject matter hereof, supersedes all prior correspondence, documentation, or representations, and may not be amended except by written agreement signed by both parties. However, this Membership Agreement does not supersede any other agreement in effect between the parties relating to credit reporting.

20) INDEPENDENT CONTRACTOR

a) Nothing contained in this Membership Agreement is intended to create a joint venture or partnership relationship between the parties and each party is an independent contractor in the performance of its obligations under this Membership Agreement. None of the employees of the parties shall be considered to be employees of any other party, and each party shall be fully independent in its business operations.

21) Counterparts

a) This Membership Agreement may be executed by the parties in separate counterparts; each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute the same instrument.

22) FURTHER ASSURANCES

a) The parties shall with reasonable diligence do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Membership Agreement, and each party shall provide such further documents or instruments required by any other party as may be reasonably necessary or desirable to affect the purpose of this Membership Agreement and carry out its provisions.