

TERMS AND CONDITIONS

Equifax Verification

Exchange Last Revised: June 6, 2022

These Terms and Conditions ("**Terms**", "Terms and Conditions") govern your relationship with the website located at www.verificationexchange.ca (the "**Website**"), for the Verification Exchange™ point-of-sale system and our mobile applications or other online products and services, including any Data and/or Reports returned through the services (collectively, the "**Service**").

The Service is provided by Equifax Canada Co. and we may partner with other companies ("**Suppliers**") or affiliates ("**Equifax Affiliates**") to provide the Service (Equifax Canada Co., Suppliers and Equifax Affiliates are collectively referred to herein as "**Equifax**", "**us**", "**we**", "**our**"). The Service is provided to "**Verifiers**", that is, entities that are purchasing the Service in order to be able to verify certain information about Consumers. "Consumers" are the individuals that consent and direct his/her personal information to be made available to the Verifiers via the Service.

Please read these Terms carefully before using the Service.

Your access to and use of the Service is based on your acceptance of and compliance with these Terms and our [Privacy Policy](https://www.consumer.equifax.ca/privacy) **HYPERLINK "https://www.consumer.equifax.ca/privacy"** (collectively, the "**Agreement**"). These Terms apply to all visitors, users, Verifiers, Consumers and others who access or use the Service (collectively, a "**user**"). Violation of these Terms may, in our sole discretion, result in suspension or termination of your access to the Service.

If you do not agree to these Terms, in whole or in part, please do not use the Service. You may exit this website at any time. We may modify these Terms, the Agreement or any additional terms that apply to the Service to, for example, reflect changes to the law or changes to our Service. You should look at the Terms regularly. If you do not agree to the modified Terms, you should discontinue your use of the Service.

GENERAL TERMS APPLICABLE TO ALL USERS

In this section, "**you**" means all users of the Service. **BASIC TERMS**

Use of Service. The Service, the Data (as defined below) and the Report (as defined below) are proprietary to Equifax and all rights to the Service, Data and Reports are proprietary to and reserved by Equifax.

To use the Service, you represent that: (a) you are age of majority; (b) you agree to these Terms; (c) you have the legal right and capacity to enter in to this Agreement in your jurisdiction; (d) you have not been previously banned by us from using the Service; and (e) you will not impersonate or misrepresent your identity or affiliation with another person or entity.

You will need compatible hardware, software and Internet access. You are responsible for paying any fees to connect to the Internet and app stores or for data or mobile usage to download and use the Service.

We will not be liable to you for any modification, suspension, or discontinuation of the Service, or the loss of any content. You also acknowledge that the Internet may be subject to breaches of security and that the submission of content or other information may not be secure. You are encouraged to retain copies of any content you upload to the Service.

You acknowledge that, by providing you with the ability to view and distribute content on the Service, we are merely acting as a passive conduit for such distribution and are not undertaking any obligation or liability relating to any contents or activities on the Service.

Termination. We may terminate or suspend access to our Service immediately, without prior notice or liability, for any reason whatsoever, including, without limitation, if you breach the Agreement.

You may stop using the Service at any time. Once your account is closed, we will delete all information you provided to us, except: (a) to the extent you shared it with others as part of the Service and they copied or stored it; (b) for the reasonable time it takes to remove from backup and our other systems; and (c) to the extent required for us to comply with certain legal and/or business obligations.

DESCRIPTION OF SERVICE AND LICENCE

The Service may be used to verify certain employment and income information about a Consumer. The Service will provide Verifier with automated access to certain employment and/or income data which may be (a) reported to us by individual consumers and Verifiers; and/or (b) furnished to us by employers and other providers (collectively, "**Data**"). Verifiers who are seeking to only verify employment data will not have access to income data.

Subject to your continued compliance with the terms and conditions of these Terms, we provide you with a revocable, limited, non-exclusive, royalty-free, non-sub-licensable and non-transferable licence to use the Service for your use in accordance with the terms set out herein. This licence is revocable at any time without notice and without cause, at our discretion.

UNAUTHORIZED USE OF SERVICE

Except as otherwise set out herein, this licence does not permit and does not include permission for downloading (except for components required for site viewing purposes), modifying, translating, disassembling, reproducing, copying, distributing, transmitting, displaying site content in any way, form or through any medium; republishing or rebroadcasting the site or its contents; reselling or using any portion of this site or its contents (including any type of product information) for commercial purposes, without our explicit written permission or authorization.

You may not use spiders, crawlers, robots, data mining or data collection techniques or other automated devices or programs to catalog, download, extract or otherwise reproduce, store or distribute content available on the Service. Further, you may not use any such automated means to manipulate the Service, such as automating what are otherwise manual or one-off procedures. You will not otherwise attempt to derive the source code for the Service or any related technology or any part thereof.

You may not take any action to interfere with, or disrupt, the Service or any other user's use of the Service, including, without limitation, via means of overloading, "flooding", "mailbombing" or "crashing" the Service, circumventing security or user authentication measures or attempting to exceed the limited authorization and access granted to you under these Terms. You may not frame portions of the Service within another website. You may not resell use of, or access to, the Service to any third party without our prior written consent.

You may not use the Service for any illegal or unauthorized purpose and you agree to comply with all applicable laws and regulations, including without limitation, privacy laws, intellectual property laws and anti-spam laws.

INTELLECTUAL PROPERTY AND CONTENT

The Service and all contents, including but not limited to text, images, scripts, graphics or code are the property of Equifax (the "**Content**") and are protected by copyright, trademarks, database and other intellectual property rights. Some materials on the Service belong to third parties who have authorized Verifier to display the materials, such as certain third-party licensors.

These Terms do not grant you a licence to use any of our trademarks. You will not remove, alter or conceal any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Content or circumvent any technological protection measures that are used on the Service to restrict access to and/or use of the Service, in whole or part and you will not reproduce, modify, adapt, prepare derivative works based on, perform, display, publish, distribute, transmit, broadcast, sell, licence or otherwise exploit the Content.

All rights not granted under these Terms are reserved by us.

LINKS TO OTHER WEBSITES

The Service may contain links to third-party websites or services that are not owned or controlled by us. We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third-party websites or services. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such websites or services. We strongly advise you to read the terms and conditions and privacy policies of any third-party websites or services that you visit.

WARRANTY, SERVICE AVAILABILITY AND DISCLAIMER

Equifax warrants that the Service will be performed in all material respects in a reasonable and workmanlike manner and in compliance with laws and regulations applicable to our performance thereof. Verifier acknowledges that the ability of Equifax to provide accurate information is dependent upon receipt of accurate information from employers. Equifax does not warrant that the Service will be error-free.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICE, AND ANYTHING OBTAINED THROUGH THE SERVICE, IS AT YOUR SOLE RISK. THE SERVICE, INCLUDING, WITHOUT LIMITATION, THE CONTENT, IS PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS, WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, TO THE MAXIMUM EXTENT PERMITTED BY LAW.

TO THE MAXIMUM EXTENT PERMISSIBLE BY LAW, YOU EXPRESSLY UNDERSTAND AND AGREE THAT NEITHER WE NOR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, MANAGERS, SERVICE PROVIDERS OR AGENTS (COLLECTIVELY, THE "**EQUIFAX PARTIES**") MAKE ANY REPRESENTATIONS, CONDITIONS, WARRANTIES OR ENDORSEMENTS OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AS TO: (A) THE SERVICE; (B) THE CONTENT; OR (C) SECURITY ASSOCIATED WITH THE TRANSMISSION OF INFORMATION TO US OR VIA THE SERVICE. IN ADDITION, THE EQUIFAX PARTIES HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES AND CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, ACCURACY, QUIET ENJOYMENT, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO INFORMATION OR ADVICE GIVEN BY THE EQUIFAX PARTIES OR AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY. IF THE SERVICE IS DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION. THE EQUIFAX PARTIES DO NOT REPRESENT OR WARRANT THAT THE SERVICE WILL BE ERROR-FREE OR UNINTERRUPTED; THAT DEFECTS WILL BE CORRECTED; OR THAT THE SERVICE OR THE SERVER THAT MAKES THE SERVICE AVAILABLE IS FREE FROM ANY HARMFUL COMPONENTS, INCLUDING, WITHOUT LIMITATION, VIRUSES. THE EQUIFAX PARTIES DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT THE INFORMATION (INCLUDING ANY INSTRUCTIONS) ON THE SERVICE IS

ACCURATE, COMPLETE, OR USEFUL. YOU ACKNOWLEDGE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE EQUIFX PARTIES DO NOT WARRANT THAT YOUR USE OF THE SERVICE IS LAWFUL IN ANY PARTICULAR JURISDICTION, AND THE EQUIFAX PARTIES SPECIFICALLY DISCLAIM SUCH WARRANTIES. SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES SO THE ABOVE DISCLAIMER MAY NOT APPLY TO YOU TO THE EXTENT SUCH JURISDICTION'S LAW IS APPLICABLE TO YOU AND THESE TERMS OF USE.

YOUR USE OF THE SERVICE, ANYTHING OBTAINED THROUGH THE SERVICE, IS AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE'S OPERATING SYSTEM, MOBILE DEVICE, OR OTHER DEVICE, OR LOSS OF DATA THAT RESULTS FROM SUCH USE.

BY ACCESSING OR USING THE SERVICE YOU REPRESENT AND WARRANT THAT YOUR ACTIVITIES ARE LAWFUL IN EVERY JURISDICTION WHERE YOU ACCESS OR USE THE SERVICE.

THE EQUIFAX PARTIES DO NOT ENDORSE CONTENT AND SPECIFICALLY DISCLAIM ANY RESPONSIBILITY OR LIABILITY TO ANY PERSON OR ENTITY FOR ANY LOSS, DAMAGE (WHETHER ACTUAL, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURY, CLAIM, LIABILITY OR OTHER CAUSE OF ANY KIND OR CHARACTER BASED UPON OR RESULTING FROM ANY CONTENT AND THE RELIANCE, DETRIMENTAL OR OTHERWISE, UPON SAME.

INDEMNIFICATION

You agree to defend, indemnify and hold the Equifax Parties harmless from and against any claims, liabilities, damages, losses, and expenses, including without limitation, reasonable attorney's fees and costs, arising out of or in any way connected with any of the following (including as a result of your direct activities on the Service or those conducted on your behalf): (a) your access to or use of the Service; (b) your breach or alleged breach of this Agreement; (c) your feedback, or access to or use of the Site; (d) your violation of any third-party right, including without limitation, any intellectual property right, publicity, confidentiality, property or privacy right; (e) your violation of any laws, rules, regulations, codes, statutes, ordinances or orders of any governmental and quasi-governmental authorities, including, without limitation, all regulatory, administrative and legislative authorities; or (f) any misrepresentation made by you.

You will cooperate as fully required by us in the defense of any claim. We reserve the right to assume the exclusive defense and control of any matter subject to indemnification by you, and you will not in any event settle any claim without our prior written consent.

LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES WILL THE EQUIFAX PARTIES BE LIABLE TO YOU UNDER ANY THEORY OF LIABILITY (WHETHER CONTRACT, TORT (INCLUDING NEGLIGENCE), COMMON, CIVIL OR REGULATORY LAW (INCLUDING PRIVACY) OR OTHERWISE) FOR ANY LOSS OR DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, FOR ANY DIRECT, INDIRECT, ECONOMIC, EXEMPLARY, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES) THAT ARE DIRECTLY OR INDIRECTLY RELATED TO: (A) THE SERVICE; (B) THE CONTENT; (C) YOUR USE OF, INABILITY TO USE, OR THE PERFORMANCE OF THE SERVICE; (D) ANY ACTION TAKEN IN CONNECTION WITH AN INVESTIGATION BY THE EQUIFAX PARTIES OR LAW ENFORCEMENT AUTHORITIES REGARDING YOUR OR ANY OTHER PARTY'S USE OF THE SERVICE; (E) ANY ACTION TAKEN IN CONNECTION WITH COPYRIGHT OR OTHER INTELLECTUAL PROPERTY OWNERS; (F) ANY ERRORS OR OMISSIONS IN THE SERVICE'S OPERATION; (G) ANY DAMAGE OR COST INCURRED BY THE CUSTOMER ARISING FROM ANY INACCURACY OR OMISSION IN ANY DATA; OR (H) ANY DAMAGE TO ANY USER'S COMPUTER, MOBILE DEVICE, OR OTHER EQUIPMENT OR TECHNOLOGY INCLUDING, WITHOUT LIMITATION, DAMAGE FROM ANY SECURITY BREACH OR FROM ANY VIRUS, BUGS, TAMPERING, FRAUD, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER LINE OR NETWORK FAILURE OR ANY OTHER TECHNICAL OR OTHER MALFUNCTION, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, LOSS OF DATA, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, EVEN IF FORESEEABLE OR EVEN IF THE EQUIFAX PARTIES HAVE BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR TORT (INCLUDING, WITHOUT LIMITATION, WHETHER CAUSED IN WHOLE OR IN PART BY NEGLIGENCE, ACTS OF GOD, TELECOMMUNICATIONS FAILURE, OR THEFT OR DESTRUCTION OF THE SERVICE). IN NO EVENT WILL THE EQUIFAX PARTIES BE LIABLE TO YOU OR ANYONE ELSE FOR LOSS, DAMAGE OR INJURY, INCLUDING, WITHOUT LIMITATION, DEATH OR PERSONAL INJURY. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN NO EVENT WILL THE EQUIFAX PARTIES TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OR ACTION EXCEED THE TOTAL AMOUNT YOU PAID TO EQUIFAX IN THE ONE HUNDRED AND EIGHTY (180) DAYS IMMEDIATELY PRECEDING THE DATE ON WHICH YOU FIRST ASSERT ANY SUCH CLAIM.

YOU AGREE THAT IN THE EVENT YOU INCUR ANY DAMAGES, LOSSES OR INJURIES THAT ARISE OUT OF OUR ACTS OR OMISSIONS, THE DAMAGES, IF ANY, CAUSED TO YOU ARE NOT IRREPARABLE OR SUFFICIENT TO ENTITLE YOU TO AN INJUNCTION PREVENTING ANY EXPLOITATION OF ANY WEBSITE, SERVICE, PROPERTY, PRODUCT OR OTHER CONTENT OWNED OR CONTROLLED BY THE EQUIFAX PARTIES, AND YOU WILL HAVE NO RIGHTS TO ENJOIN OR RESTRAIN THE DEVELOPMENT, PRODUCTION, DISTRIBUTION,

ADVERTISING, EXHIBITION OR EXPLOITATION OF ANY WEBSITE, PROPERTY, PRODUCT, SERVICE, OR OTHER CONTENT OWNED OR CONTROLLED BY THE EQUIFAX PARTIES.

WE ARE NOT RESPONSIBLE FOR THE ACTIONS, CONTENT, INFORMATION, OR DATA OF THIRD PARTIES, AND YOU RELEASE US, OUR DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM ANY CLAIMS AND DAMAGES, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY CLAIM YOU HAVE AGAINST ANY SUCH THIRD PARTIES.

GENERAL TERMS

Waiver. If you breach any of this Agreement and we choose not to immediately act, or choose not to act at all, we will still be entitled to all rights and remedies at any later date, or in any other situation, where you breach these Terms. We do not waive any of our rights. We shall not be responsible for any purported breach of these Terms caused by circumstances beyond our control. A person who is not a party to these Terms shall have no rights of enforcement.

Assignment. The Agreement may not be assigned or transferred by you without our prior written consent. This Agreement shall be freely assignable by us and shall inure to the benefit of and be binding upon the permitted assignee of either Verifier or Equifax.

Entire Agreement. This Agreement sets forth the entire agreement between the parties regarding the Service and supersedes and replaces any prior agreements, oral or otherwise, regarding the Service. Except as otherwise provided in this Agreement, this Agreement may be amended only by a subsequent writing signed by both parties.

Governing Law. The Agreement is governed by, and interpreted in accordance with, the laws of the Province of Ontario and the federal laws of Canada without regard to their conflicts of laws provisions. Any dispute relating to these Terms and/or the Service shall be resolved in the Ontario Superior Court of Justice, sitting in Toronto Ontario, Canada, and you hereby irrevocably consent and attorn to the exclusive jurisdiction of that Court. To the extent permitted by law, you agree that any disputes, claims and causes of action arising out of or connected with the Service and/or these Terms, will be resolved individually, without resort to any form of class action.

Severability. If any provision of the Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, then any remaining provisions of the Agreement will remain in effect and such holding shall not affect the validity or enforceability of such provision in any other jurisdiction. To the extent that any provision of this Agreement is held to be invalid or unenforceable because it is overbroad, that provision shall not be void but rather shall be limited only to the extent required by applicable law and enforced as so limited.

Survival. The provisions concerning proprietary and intellectual property rights, user obligations, Content or submissions, indemnity, disclaimers of warranty and liability, admissibility of these Terms, and governing law will survive the termination of these Terms for any reason.

Privacy Policy. Use of the Service is also governed by our [Privacy Policy](#), which is incorporated herein by reference.

Force Majeure. Neither party will be liable to the other for any delay, or interruption in performance as to any obligation hereunder resulting from governmental emergency orders, judicial or governmental action, emergency regulations, sabotage, riots, vandalism, labor strikes or disputes, acts of God, fires, electrical failure, major computer hardware or software failures, equipment delivery delays, acts of third parties, or delays or interruptions in performance beyond its reasonable control.

Contact Us. If you have any questions about these Terms or the Agreement, please contact us at verificationexchange@equifax.com.

TERMS APPLICABLE TO CONSUMERS

In this section, “you” refers to Consumers. To the extent there is a conflict between these Terms Applicable to Consumers and the General Terms Applicable to All Users, these Terms Applicable to Consumers shall govern Consumers’ use of the Service.

YOUR ACCOUNT

In order to use our Service, you may create an account and provide us with certain personal information, such as name, mailing address, phone number, email address. This information will be collected, used and disclosed in accordance with our [Privacy Policy](https://www.consumer.equifax.ca/privacy) [HYPERLINK "https://www.consumer.equifax.ca/privacy" HYPERLINK "https://www.consumer.equifax.ca/privacy"](https://www.consumer.equifax.ca/privacy).

You will also be required to authenticate your identity by providing certain information, including first and last name, mailing address and date of birth and responding to certain questions based on your credit file that only you should know the answer to. You must provide us with information that is accurate, complete and current at all times.

Failure to do so constitutes a breach of the Terms, which may result in immediate termination or suspension of your account on our Service. Please remember that when you provide information, it will be possible for others to see, copy or use that information.

Upon successful completion of the authentication process, you will receive a code by email from Equifax or you may direct Equifax to send your Data to the Verifier so the Verifier can access the Data.

The Service will return Data to the Verifier (the Data and the returned information is collectively the “**Report**”). In the event that the Service is unable to locate a Data record, you acknowledge and agree that we will manually verify the Data by calling the Human Resources department of your employer and requesting confirmation of your first and last name, your income and the fact you are employed by that employer.

By using the Service and delivering the code to the Verifier or directing Equifax to send your Data to the Verifier, you consent to the disclosure of the Data and the Report to the Verifier and you understand that the Report will be used by the Verifier to confirm the

information that you provided to the Verifier in connection with the Transaction (as defined below).

ACCOUNT SECURITY

You are responsible for maintaining the security of your device(s) and your account and you are responsible for any activity that occurs on or through your device(s) or your account. You are responsible for safeguarding the password that you use to access the Service and for any activities or actions under your password, whether your password is with our Service or a third-party service. You agree not to disclose your password to any third party. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

If you permit someone else to access the Service on your device, you will assume complete responsibility for and will monitor any such use. You agree not to share an account with someone else, or transfer your account, in part or otherwise, to anyone else. You will not attempt to use or access another account.

TERMS APPLICABLE TO VERIFIERS

To the extent there is a conflict between these Terms Applicable to Verifiers and the General Terms Applicable to All Users, these Terms Applicable to Verifiers shall govern Verifiers' use of the Service.

USE OF THE SERVICE AND RESTRICTIONS

Verifier must obtain any consent from and give any notice to an individual that is required by law, including applicable privacy legislation, before using the Service. Verifier certifies that it will order Reports from the Service only when Verifier intends to use the Report (a) in connection with a credit transaction involving the Consumer on whom the Report is to be furnished and involving the extension of credit to the consumer, (b) in connection with a determination of the consumer's eligibility for a licence or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status, (c) for employment screening purposes, (d) for pre-tenancy purposes, and (e) as otherwise permitted under applicable law and permitted by Equifax (a "**Transaction**") and for no other purpose whatsoever. Verifier acknowledges and agrees it shall employ decision-making processes appropriate to the nature of the Transaction and in accordance with industry standards and will use the Report as part of its processes.

Verifier may use the Report provided through the Service only as described in this Agreement. Verifier may reproduce or store the Data and/or the Report obtained from the Service solely for its own use in accordance with this Agreement, and will hold all Data obtained from the Service, including the Report, in strict confidence and will not reproduce, reveal, or make it accessible in whole or in part, in any manner whatsoever, to any others unless required by law, or unless Verifier first obtains our written consent; provided, however, that Verifier may discuss the Data with the Consumer when Verifier has taken adverse action against the subject based on the Data.

Verifier will not provide a copy of the Report to the Consumer, except as may be required or permitted by law or approved in writing by us. Verifier will refer the Consumer to Equifax whenever the Consumer disputes the Data disclosed by Verifier.

Verifier will not interpret the failure of Equifax to return a Report as a statement regarding that consumer's credit worthiness or work history, because the failure may result from one or more factors unrelated to credit worthiness or work history.

Verifier understands that in the event that the Service is unable to locate a Data record, Equifax will manually verify the Data by calling the Human Resources department of the Consumer's employer and will request confirmation of the Consumer's first and last name, income and the fact he/she is employed by that employer. A Report will be returned to Verifier.

Verifier acknowledges and agrees that: (a) Equifax receives Data from third parties that we do not control; (b) the amount and nature of the Data makes it impractical for us to independently verify that the information is complete and accurate; and (c) all Data is provided as-is and you rely on it at your own risk.

Maximum Number of Reports. Verifier may access the Service at any time; however, Verifier may order no more than twenty-five (25) Reports over a period of twelve (12) months through the Service. Once twenty-five (25) Reports have been ordered in any twelve (12) month period, Verifier will no longer have access to the Service and will need to be formally boarded as a verifier by Equifax, which is subject to the then-current and boarding processes set out by Equifax in its sole discretion.

Permitted Locations. Verifier may access, use and store the Data only within Canada. Verifier may not access, use or store the Data or our Confidential Information (as defined below) at or from, or send the Data or Confidential Information to, any location outside of Canada without Verifier first obtaining our written permission.

Service Providers. Verifier may not allow a third-party service provider (hereafter "Service Provider") to access, use, or store the Service or Data on its behalf without first obtaining our written permission.

Audit. In order to ensure compliance with this Agreement, applicable law and our policies, we may conduct reviews of Verifier activities, from time to time, during normal business hours, at all locations containing relevant records, with respect to Verifier's requests for Data and/or its use of Data. Verifier shall provide documentation within a reasonable time to us as reasonably requested for purposes of such review. Verifier (i) shall cooperate fully with any and all investigations by Equifax of allegations of abuse or misuse of the Service and allow Equifax to access its premises, records, and personnel for purposes of such investigations if we deem such access is necessary to complete such investigation(s), (ii) agrees that any failure to cooperate fully and promptly in the conduct of any audit constitutes grounds for immediate suspension of the Service and/or termination of the Agreement, and (iii) shall promptly correct any discrepancy revealed by such investigation(s).

PAYMENT

Verifier shall pay to Equifax a fee per Report. Verifier authorizes Equifax to charge Verifier's credit card or other payment method that Verifier submits to Equifax for each Report. All fees are in Canadian dollars and exclusive of applicable taxes. Applicable taxes are added by Equifax, and to be paid by Verifier, at the time of purchase. Equifax is not responsible for any overdraft or over-the-limit charges or other bank or financial institution fees triggered by Verifier's Report order being processed. Verifier agrees there are no refunds on Reports provided by Equifax. Equifax reserves the right to increase or decrease fees associated with Reports from time to time without notice; current fees will be visible to Verifiers at the time of purchase.

DATA SECURITY

This section applies to any means through which Verifier orders or accesses the Service including, without limitation, system-to-system, personal computer or the Internet. For the purposes of this section, the term "Authorized User" means a Verifier employee that Verifier has authorized to order or access the Service and who is trained on Verifier's obligations under this Agreement with respect to the ordering and use of the Service, and the Data provided through same, including Verifier's obligations with respect to the access and use of Data.

Verifier will, with respect to handling any Data provided through the Service:

- Ensure that only Authorized Users can order or have access to the Service,
- Ensure that Authorized Users do not order Data for personal reasons or provide Data to any third party except as permitted by this Agreement,
- Inform Authorized Users that unauthorized access to Data may subject them to civil and criminal liability under applicable laws, including consumer reporting legislation, which may be punishable by fines and imprisonment.,
- Ensure that all devices used by Verifier to order or access the Service are placed in a secure location and are accessible only by Authorized Users, and that such devices are secured when not in use through such means as screen locks, shutting power controls off, or other commercially reasonable security procedures,
- Take all necessary measures to prevent unauthorized ordering of or access to the Service by any person other than an Authorized User for permissible purposes, including, without limitation, (i) limiting the knowledge of the Verifier security codes, user names, User IDs, and any passwords Verifier may use, to those individuals with a need to know. In addition, the User IDs must be unique to each person, and the sharing of User IDs or passwords is prohibited,
- Change Verifier's user passwords at least every ninety (90) days, or sooner if an Authorized User is no longer responsible for accessing the Service, or if Verifier suspects an unauthorized person has learned the password. Additionally, perform at least quarterly entitlement reviews to recertify and validate Authorized User's access privileges,

- Adhere to all security features in the software and hardware Verifier uses to order or access the Service, including the use of IP restriction,
- Implement secure authentication practices when providing User ID and passwords to Authorized Users, including but not limited to using individually assigned email addresses and not shared email accounts,
- In no event access the Service via any unsecured wireless hand-held communication device, including but not limited to, web enabled cell phones, interactive wireless pagers, personal digital assistants (PDAs), mobile data terminals and portable data terminals
- Not use non-company owned assets such as personal computer hard drives or portable and/or removable data storage equipment or media (including but not limited to laptops, zip drives, tapes, disks, CDs, and DVDs) to store the Data. In addition, Data must be encrypted when not in use and all printed Data must be stored in a secure, locked container when not in use, and must be completely destroyed when no longer needed by cross-cut shredding machines (or other equally effective destruction method) such that the results are not readable or useable for any purpose. In either case, commercially reasonable practices for the type of Data received from Equifax must be employed,
- If Verifier sends, transfers or ships any Data, encrypt the Data using the following minimum standards, which standards may be modified from time to time by Equifax: Advanced Encryption Standard (AES), minimum 128-bit key encrypted algorithm,
- Not ship hardware or software between Verifier's locations or to third parties without deleting all Equifax Verifier number(s), security codes, User IDs, passwords, Verifier user passwords, and any consumer information, or Data,
- Monitor compliance with the obligations of this section, and immediately notify us if Verifier suspects or knows of any unauthorized access or attempt to access the Service, including, without limitation, a review of our invoices for the purpose of detecting any unauthorized activity.
- If, subject to the terms of this Agreement, Verifier uses a Service Provider to establish access to the Service, be responsible for the Service Provider's use of Verifier's user names, security access codes, or passwords, and Verifier will ensure the Service Provider safeguards Verifier's security access code(s), User IDs, and passwords through the use of security requirements that are no less stringent than those applicable to Verifier under this section,
- Use commercially reasonable efforts to assure data security when disposing of any Data obtained from us. Such efforts must include the use of those procedures issued by any regulatory agencies charged with oversight of Verifier's activities applicable to the disposal of consumer report information or records,
- Use commercially reasonable efforts to secure Data when stored on servers, subject to the following requirements: (i) servers storing Data must be

separated from the Internet or other public networks by firewalls which are managed and configured to meet industry accepted best practices, (ii) protect Data through multiple layers of network security, including but not limited to, industry- recognized firewalls, routers, and intrusion detection/prevention devices (IDS/IPS), (iii) secure access (both physical and network) to systems storing Data, which must include authentication and passwords that are changed at least every ninety (90) days; and (iv) all servers must be kept current and patched on a timely basis with appropriate security-specific system patches, as they are available,

- Not allow Data to be displayed via the Internet unless utilizing, at a minimum, a three-tier architecture configured in accordance with industry best practices,
- Use commercially reasonable efforts to establish procedures and logging mechanisms for systems and networks that will allow tracking and analysis in the event there is a compromise, and maintain an audit trail history for at least three (3) months for review,
- Provide immediate notification to us of any change in address or office location and are subject to an onsite visit of the new location by Equifax or its designated representative, and
- In the event Verifier has a security incident involving our Confidential Information, Verifier will fully cooperate with us in a security assessment process and promptly remediate any finding.

If we reasonably believe that Verifier has violated this section, we may, in addition to any other remedy authorized by this Agreement, with reasonable advance written notice to Verifier and at our sole expense, conduct, or have a third party conduct on its behalf, an audit of Verifier's network security systems, facilities, practices and procedures to the extent we reasonably deems necessary, including an on-site inspection, to evaluate Verifier's compliance with the data security requirements of this section.

INDEMNIFICATION AND LIMITATION OF LIABILITY

Verifier agrees to indemnify, defend and hold harmless Equifax Parties, from and against claims, demands, liabilities, suits, damages, expenses and costs, including reasonable attorneys', experts' and investigators' fees and expenses brought by third parties against any Equifax Party and arising from the Verifier's, or its affiliates', directors', officers' or employees' (i) breach of this Agreement, (ii) negligent or intentional, wrongful act or omission, (iii) infringement on third party proprietary rights, (iv) violation of law, or (v) breach of the provisions of this Agreement relating to Confidentiality or Data Security.

In no event shall any Equifax Party be liable for loss of profits or for indirect, special, incidental or consequential damages arising out of or related to the Service or this Agreement, even if it has been advised of the possibility of such damages. Damages of any kind payable by Equifax shall not exceed the sum paid by Verifier for the item of Service which causes Verifier's claim.

CONFIDENTIALITY

Each party acknowledges that all materials and information disclosed by a party (“Disclosing Party”) to another party (“Recipient”) in connection with performance of the Services t, including all Data, , consist of confidential and proprietary data (“Confidential Information”). Each Recipient will hold those materials and that information in strict confidence, and will restrict its use of those materials and that information to the purposes anticipated in this Agreement. If the law or legal process requires Recipient to disclose confidential and proprietary data, Recipient will notify the Disclosing Party of the request. Thereafter, the Disclosing Party may seek a protective order or waive the confidentiality requirements of this Agreement, provided that Recipient may only disclose the minimum amount of information necessary to comply with the requirement. Recipient will not be obligated to hold confidential any information from the Disclosing Party that (a) is or becomes publicly known, (b) is received from any person or entity who, to the best of Recipient’s knowledge, has no duty of confidentiality to the Disclosing Party, (c) was already known to Recipient prior to the disclosure, and that knowledge was evidenced in writing prior to the date of the other party’s disclosure, or (d) is developed by the Recipient without using any of the Disclosing Party’s information. The rights and obligations of this section (i) with respect to confidential and proprietary data that constitutes a “trade secret” (as defined by applicable law), will survive termination of this Agreement for so long as such confidential and proprietary information remains a trade secret under applicable law; and (ii) with respect to all other confidential and proprietary data, will survive the termination of this Agreement for the longer of two (2) years from termination, or the confidentiality period required by applicable law.

By clicking “**I AGREE**,” User certifies that (i) user is authorized to execute this Agreement on behalf of user and any person or user that user represents, (ii) Equifax has reasonable grounds to assume and deem it apparent that user has such authority, (iii) this Agreement is a binding obligation of user and any person or Verifier that user represents, and (iv) user has carefully reviewed this Agreement, including the specific provisions relating to Consumers and Verifiers as applicable to user, to user’s complete satisfaction and understands and agrees to all of the terms and conditions herein and intend this to be a binding agreement signed by user accepting and agreeing to all such terms and conditions.