

## Consent for Electronic Document Delivery

These Terms and Conditions apply to the electronic delivery of Documents to your related to your Financeit Canada Inc. Account.

### 1. Definitions

**“Account”** means any account and/or any Financeit loan, including, but not limited to, the Home Depot Project Loan, a line of credit or fixed term loan.

**“Documents”** has the meaning in section 2 below.

**“Document Depository”** means your online inbox when you log in at [financeit.io/for-consumers/](https://financeit.io/for-consumers/).

**“Electronic Access Agreement”** means the agreement governing your use of “Online Access”, as may be amended from time to time, and which you can view at the bottom of most web pages.

**“Financeit”, “we”, “us” and “our”** mean Financeit Canada Inc.

**“Non-Secure Notification Message” and “Secure Message”** have the meanings in section 4 below.

**“Online Access”** means the online Account service that can be accessed at [financeit.io/for-consumers/](https://financeit.io/for-consumers/).

**“Statements”** means any monthly and/or annual statements or receipts delivered to you for any Account with us, including the Home Depot Project Loan.

**“You” and “your”** mean each person who holds an Account with Financeit and who enrolls in this electronic delivery service for Documents.

### 2. Consent and When It Takes Effect:

You consent to the electronic delivery of these documents and other information (“Documents” through “Online Access”):

- a. Loan agreements, loan renewals and loan amendments;
- b. Statements;
- c. Changes to products or services
- d. Notices including Credit Bureau Notices of Decline;
- e. Communications about these Terms and Conditions and/or changes to other Financeit policies (such as the Privacy Policy), including changes and confirmations; and
- f. Any other confirmation, notice or information that we are required by law to provide you in writing relating to your Account.

This consent applies to this Account, and shall take effect immediately upon your agreement. Processing of your consent may be delayed, however. Any Documents required may be delivered via paper until we complete processing of your consent. You will receive notification once we complete your request to convert to electronic delivery.

You may also provide us with one-time consent(s) for electronic delivery of Documents related to an Account or service offered by us. Your one-time consent(s) will be governed by the terms and conditions set out in that consent(s).

### **3. Verbal Consent:**

If you verbally consent to be sent Documents electronically, we will confirm your consent by sending you these Terms and Conditions through electronic or paper delivery. If you do not agree to these Terms and Conditions, you must immediately revoke your consent as provided under “Revoking Consent” (see section 6 below).

### **4. Electronic Delivery of Documents and Length of Time Available:**

Messages are sent to you either securely within the Document Depository (a “Secure Message”) or by text message, email or another non-secure method (a “Non-Secure Notification Message”).

When we deliver a Document electronically, we will do so by making it available to you through the Online Access. In other cases, we may present a Document to you as part of a transaction or selection. We will make Statements available directly in your Document Depository. Other Documents may be limited to links or information in Document Depository notifications. Statements are accessible for 7 years after they are posted in your Document Depository. Documents presented to you as part of a transaction or selection may be available only at the time they are presented; you will be instructed to print or save a copy for your records.

Non-Secure Notification Messages are automated notices that indicate to you when Documents are available in the Online Access.

### **5. Your Obligations to Access the Document Depository and View Documents:**

You agree to log into Online Access at least monthly to review Documents. You confirm that you have the necessary technical ability and resources to do this. You acknowledge that certain technical and security obligations exist for Online Access. Should you fail to meet these obligations under this section for any reason, you should revoke your consent as provided under “Revoking Consent” (see section 6 below).

### **6. Revoking Consent**

You may revoke your consent to have Documents delivered to you electronically at any time by calling 1-888-536-3025 during operating hours, or by notifying us by regular mail at: Financeit, 296 Richmond Street West, Toronto, ON M5V 1X2.

We will confirm that we have received your revocation and specify when it takes effect in writing through electronic or paper delivery.

## **7. Email Address for Non-Secure Notification Messages**

Non-Secure Notification Messages are sent to the email address you provide as your primary email address. You can change your email by calling Financeit at 1-888-536-3025, but this will also change the Account email address on record for you. Please remember to notify us of changes to your email address immediately, so we may continue to provide you with this service.

We may change these Terms and Conditions from time to time by providing you with notice of the change through electronic or paper delivery. You agree that your subsequent use of the Online Access means you agree to and accept the revised Terms and Conditions. If you do not agree to a change, you must immediately revoke your consent as provided under “Revoking Consent”.

## **8. Providing Documents by Paper**

We reserve the right to provide you with Documents by paper delivery if we are unable to provide electronic delivery, have reason to believe you may not have received the Document, or otherwise consider it appropriate. Any paper delivery will be provided to you at the most current mailing address that have on file for your Account.

## **9. Limitation of Liability**

You agree that all notifications may be delayed, not delivered or inaccurate due to a variety of factors, including technical problems. Subject to the governing law of your jurisdiction, we will not be liable for any direct or indirect damages arising out of your use or inability to use the alerts, regardless of the cause, including negligence, even if we are advised of the possibility of such damages. For Non-Secure Notification Messages, you accept the risk that the messages may be lost, intercepted, reviewed or altered by others.

## **10. Other Agreements**

These Terms and Conditions apply in addition to any other agreements between you and Financeit that are necessary for the maintenance of your Account with us, or any other product or service offered by us. Additionally, this agreement shall apply to any other documents, notices, receipts, statements or other items required of us to deliver to you by law.

## **11. Home Depot Project Loan**

You acknowledge that by opening a Home Depot Project Loan, and agreeing to the terms and conditions therein, you agree to this Consent and further acknowledge that by revoking your consent herein, you are agreeing to close your Home Depot Account with us.