## IMPORTANT: What You Need to Know About Your Legal Rights

Please read this carefully before you sign a contract. If you sign a contract, keep all paperwork for your records. Companies are required by law to provide this cover page with contracts for the products and services listed below.

**The Government of Ontario is not affiliated with and does not endorse any company**

Under Ontario's Consumer Protection Act, 2002, unsolicited door-to-door marketing and contracting for the following products and services are illegal, subject to certain exceptions.

- Furnaces
- Air conditioners
- Air cleaners
- Air purifiers
- Water heaters
- Water treatment devices
- Water purifiers
- Water filters
- Water softeners
- Duct cleaning services
- Bundles of these goods and services (such as HVAC)

**Suppliers cannot market or contract for these products or services at your home unless one of these situations applies:**

- You contacted the supplier to invite them to your home to buy or lease at least one of the products above (not for repair, an energy assessment, maintenance, or any other reason).

- You agreed to allow your current supplier to come to your home and agreed that they could offer you a contract for one of the products or services listed above.

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**You may cancel this contract within 10 days after receiving a written copy of it. You do not need a reason to cancel, but you should cancel it in writing so you have proof.**

Name of company offering this contract: _____

For what purpose did you ask this business to come to your home?

_____

**If you did not invite this salesperson to your home for the purpose of buying or leasing the goods or services listed above, this contract may be void and you may be able to keep the goods or services without any obligations.**

**IMPORTANT:** The supplier is prohibited from registering a Notice of Security Interest (NOSI) on the property title of your home for goods installed in your home. To learn more about NOSIs, please visit Ontario.ca/SecurityInterest.

Your name (please print) _____

Your signature _____ Date _____

CONSUMER PROTECTION ONTARIO

**If you have questions about your rights as a consumer or what should be included in your contract, call Consumer Protection Ontario before signing**:
416-326-8800 or 1-800-889-9768/TTY: 416-229-6086 or 1-877-666-6545
Ontario.ca/consumer protection

July 19, 2024

HVAC for LESS (the "Supplier")
220 Midwest Rd Unit 2A
Scarborough, ON M1P 3A91
1-888-386-8027

# AGREEMENT FOR LEASE PROGRAM

## HOMEOWNER INFORMATION

| | | |
|---|---|---|
| **FIRST NAME:** | **LAST NAME:** | **D.O.B.** |
| **FIRST NAME:** | **LAST NAME:** | **D.O.B.** |

| | | |
|---|---|---|
| INSTALLATION ADDRESS: (PLACE OF EXECUTION UNLESS OTHERWISE STATED) | **CITY:** | **PROVINCE:** |

| | | |
|---|---|---|
| **POSTAL CODE:** | **TELEPHONE#:** | **E-MAIL:** |

## PRESCRIBED EQUIPMENT INFORMATION

| SUPPLIER | EQUIPMENT | SERIAL NO. | TYPE OF AGREEMENT (LEASE OR FINANCE) | COMMENCEMENT DATE | EXPIRATION DATE | REMOVAL OF ASSET |
|---|---|---|---|---|---|---|
| | | | | DD/MM/YY | DD/MM/YY | ○ YES ○ NO |

By initialing this box, the customer confirms that s/he represents and warrants that the customer is not already leasing or financing a good or service that is prescribed for the purpose of subsection 43.1(1) of the Consumer Protection Act from a different supplier under another consumer agreement. **INITIAL**

By initialing this box, the customer confirms that s/he represents and warrants that the agreement(s) listed in prescribed equipment information section, comprise all of the agreements under which the customer is already leasing a good or service that is prescribed for the purpose of subsection 43.1(1) of the Act from a different supplier under another consumer agreement. **INITIAL**

You acknowledge and agree to pay the Supplier the fees set out herein plus any applicable taxes thereon (collectively, "Fees"), as they may apply, which amounts will be added to the balance owing by you to the Supplier, and interest applies on the Fees as set out herein.

## NEW EQUIPMENT INFORMATION TERM 144 MONTHS

| EQUIPMENT | PRICE (Plus HST) |
|---|---|
| Furnace Model: | |
| Air Conditioner Model: | |
| Water Treatment/Filtration Model: | |
| Water Heater/Tankless Model: | |
| Combi-Boiler Model: | |
| Hepa Filter Model: | |
| Extras/Add-ons, Conversions & Relocations | |
| **Total Amount Payable** (before HST) | |

| TYPICAL REPAIR COSTS AND ADDITIONAL FEES | | | |
|---|---|---|---|
| Blower Motor***** | $847.50 | Late Fee* | $50.00 |
| Control Board***** | $508.50 | Dishonoured Payment fee** | $75.00 |
| Gas Valve***** | $621.50 | Default Letter fee*** | $125.00 |
| Compressor***** | $960.50 | Legal Administration fee*** | $750.00 |
| A/C Coil***** | $791.00 | Ventor Motor***** | $762.75 |

Supplier representative has initialed this box to confirm that Supplier will waive all Typical Repair Costs provided the account is in good standing. **INITIAL**

## INSTALLATION/DELIVERY DATE EXTRAS/ADD-ONS CONVERSIONS & RELOCATIONS

| MONTH | DAY | YEAR | DESCRIPTION | MONTHLY PRICE |
|---|---|---|---|---|
| | | | | $ |
| **PAD DATE** | | | | $ |

| Terms of lease | Residual value at the end of the term | Number and payment frequency | Amount of payments | Capitalized amount | Implicit finance charge | Total lease cost | APR |
|---|---|---|---|---|---|---|---|
| 144 months | $400.00 | Monthly | $9.72 | $885.07 | $524.52 | $1,409.58 | 8.29% |
| 144 months | $400.00 | Monthly | $16.70 | $1,576.23 | $844.96 | $2,421.19 | 7.58% |
| 144 months | $400.00 | Monthly | $30.65 | $2,958.56 | $1,485.84 | $4,444.40 | 7.14% |
| 144 Months | $400.00 | Monthly | $51.58 | $5,032.05 | $2,447.16 | $7,479.22 | 6.94% |
| 144 months | $400.00 | Monthly | $72.51 | $7,105.55 | $3,408.48 | $10,514.03 | 6.85% |
| 144 months | $400.00 | Monthly | $84.46 | $8,487.88 | $4,049.37 | $12,537.25 | 6.82% |
| 144 months | $400.00 | Monthly | $100.42 | $9,870.21 | $4,690.25 | $14,560.46 | 6.79% |
| 144 months | $400.00 | Monthly | $128.32 | $12,624.87 | $5,972.01 | $18,608.88 | 6.76% |
| 144 months | $400.00 | Monthly | $156.23 | $15,399.53 | $7,253.78 | $22,653.30 | 6.74% |
| 144 months | $400.00 | Monthly | $184.14 | $18,164.19 | $8,535.54 | $26,699.73 | 6.72% |
| 144 months | $400.00 | Monthly | $212.04 | $20,928.84 | $9,817.30 | $30,746.15 | 6.71% |
| 144 months | $400.00 | Monthly | $239.95 | $23,693.50 | $11,099.07 | $34,792.50 | 6.70% |

**"[AGREEMENTS CONTINUED ON THE REVERSE SIDE]"**

| | |
|---|---|
| **PLEASE INITIAL THAT YOU HAVE READ AND UNDERSTOOD THE TERMS ON PAGE 1** | **INITIAL** |

The Supplier warrants that the Product will work for the Term of this Agreement. You hereby agree to rent the equipment listed above (the "Product") which is new and not used or reconditioned, a more detailed description of which will be set out in the Certificate of Completion delivered to you on Installation Date. By signing, you certify that the information contained herein is true. You authorize us to make any inquiries concerning your credit and you authorize any consumer reporting agency, or any other company with whom you have financial relations, including your employer, to furnish credit information to us. You acknowledge all payments shall be made by way of Pre-Authorized Debit (PAD), withdrawn monthly on the PAD Date selected above. By signing below, you agree that you have read, understand and agree to the terms and conditions of this Agreement and acknowledge receipt of a copy of this Agreement. You acknowledge having read the terms and conditions of this Agreement which are set forth on the reverse side and following pages, marked as Schedule "A", and agree that they are incorporated into and form part of this Agreement. You agree that there are no other verbal or written agreements which modify the terms of this Agreement in any manner other than terms imposed by statute which may not be varied by contract. The (Estimated Retail Price) of the Product (plus HST) and the total amount payable by you for the Product based on the average useful life of the product excluding additional Fees as may be applicable for: Equipment Type 1 _____ is (_____), _____, Equipment Type 2 _____ is (____), ____.Interest applies at the rate of 0.054657534% per day, compounded monthly (19.95% effective annual rate) and shall be payable on all unpaid Payments, from their due date until paid. See Section 5 of the terms and conditions of this Agreement for more detail on applicable interest rates. Additional fees may apply as are incurred in pursuit of registration, maintenance and discharge of the security granted by you to us pursuant to this Agreement. All fees are cumulative and not alternative. Outstanding fees shall be added to the principal amount owed for the purpose of calculating interest and notice in writing will be provided to you within thirty (30) days of such increase. The Payments will increase by 5.99% annually on each anniversary of your Commencement Date throughout the Term. * Applies to each billing cycle in which your Monthly Payment is not received by the monthly payment due date. ** Applies to each payment which is dishonored by the financial institution on which each payment is drawn (i.e.: for non-sufficient funds in your bank account, account closure, invalid account number, stop payment, etc.). *** Applied in case of preparation of a letter of default. **** Applied in case of preparation of a file commencing legal action.
*****Typical repair costs waived by supplier for the term of the agreement provided the account is in good standing.

**Your "Cancellation Rights" are outlined in Section 20 of the terms and conditions of this Agreement.**

| **SIGNATURE** | | | **ADDITIONAL INFORMATION** |
|---|---|---|---|
| **CUSTOMER SIGNATURE** | **CUSTOMER PRINT NAME** | **DATE** | **PLEASE INTIAL YOU HAVE READ THE FOLLOWING TERMS AND CONDITIONS** |
| **CUSTOMER 2 SIGNATURE** | **CUSTOMER 2 SIGNATURE** | **DATE** | |
| **AGENT SIGNATURE** | **AGENT PRINT NAME** ☐ **SOLICITED** ☐ **NEGOTIATED** ☐ **CONCLUDED** | | |

**SCHEDULE "A" - TERMS AND CONDITIONS**

1. **Interpretation –** This Agreement is a lease. In this Agreement "you", "your" and "Customer" refer to the person renting the Product described above. Where there is more than one person named, the same terms refer to all persons named, and all obligations of the persons named under this Agreement shall be joint and several. "Flow", "us", "we", "our" and "Billing Company" refer to Flow Finance Corporation and its authorized personnel, agents, contractors and assigns.

2. Assignment - The Customer hereby acknowledges that the Supplier shall sell and assign all or any portion of its right, title and interest in this Agreement, the Product described herein and in the PAD or other payment authorization granted by you, including as security for loan or other financing arrangement to Flow and you agree that Flow has all the rights of the Supplier hereunder, but none of the obligations to you including any obligations that may arise from any warranty given to you by the Supplier. For greater certainty, any and all obligations arising from any warranty given to you under this Agreement remains with the Supplier and is not assumed by Flow. You hereby consent to the delivery by the Supplier to Flow of such information, including personal information, concerning you as may be in our possession. Flow may further assign this Agreement, in its sole discretion at any time and without the consent of or notice to you, as and by way of security or absolutely. You may not assign this Agreement without our prior written consent.

3. **Location, Condition and Operation of the Product -** This Agreement is a lease agreement and does not transfer title to the Product. We have not made any warranty or guarantee with respect to the Product, the Supplier or the manufacturer, including whether the Product is suitable for you. We shall not be responsible if the Product is defective or unacceptable for any reason, including a failure in its performance, capacity or operations. To the extent permitted by law, any warranties or guarantees provided under sale of goods legislation are hereby excluded. You acknowledge that the Product was supplied directly to you by the Supplier and that you have separately received information regarding warranties and service directly from the Supplier. You agree to keep the Product at the above address and to allow us reasonable access and the right to inspect the Product. You agree to keep the Product free and clear of all liens and encumbrances of every kind and to keep the Product in as good condition as when delivered, reasonable wear and tear excepted. While general repair costs have been waived by the Supplier, you shall be responsible for any and all costs for those repairs which the Supplier determines are required due to misuse of the Product. You shall not make any alterations to the Product without our prior written consent. Any additions, upgrades, accessories, alterations or replacement to or for the Product will become our property and subject to the terms of this Agreement. You will operate the Product at your own risk. You agree to indemnify and save us harmless from any claims and damages suffered by us, however caused, arising out of the use of the Product. This indemnification obligation will survive termination of this Agreement.

4. **Legal Compliance and Taxes -** You will comply with all laws relating to this Agreement or to the Product including, without limitation, laws relating to use, operation or maintenance of the Product. You shall pay when due all taxes and other charges of any kind whatsoever now or in the future imposed by any government or public authority or agency ("Taxes") related to the operation or maintenance of the Product for the Term.

5. **Payments -** You must make all payments (the "Payments") required to be made under this Agreement to us in the manner described by the terms contained herein, and for greater certainty including the manner described in the section dealing with payment authorization below, starting on the commencement date (the "Commencement Date"). The Commencement Date is the date that the Product shall have been delivered and installed. Your obligation to pay when due all amounts under this Agreement shall be absolute and unconditional without any deduction, set-off, abatement, hold back or claim for compensation whatsoever. The Term is set forth on the second page of this Agreement. The Term ends if the Agreement is terminated by you or us in accordance with the provisions herein (which, for greater certainty, includes you exercising your option to purchase as set out in section 10, or end of term option as set out in section 11, in accordance with the terms contained herein) or if the useful life of the Product has ended. The useful life of the Product ends when the Supplier or its authorized service provider determines, acting reasonably, having regard to the relevant factors, including without limitation, the age of the Product and the cost of any repairs to be made to the Product, that it is no longer commercially reasonable to repair the Product. For greater certainty, any amounts payable hereunder or listed herein shall be in Canadian dollars. The capitalized amount of the Product, (the total lease costs) and [implicit finance charges], subject to supplier discounts, are based on a range between 6.70% to 9.95% annual percentage rate (APR) throughout the Term and are subject to the adjustments set out in the section dealing with adjustments to payment below, but in no event shall such amounts exceed the following maximum amounts, which are based on the average useful life of the goods, for the Term: Extra $885.07, ($1,409.58), [ $524.52]; Extra / Thermostat $1,576.23, ($2,421.19), [$844.96]; Extras/ Thermostat A/ HEPA A/ EAC/ Water Softener/ Water Filter $2,958.56, ($4,444.40), [$1,485.84]; Water Heater $2,958.56, ($7,479.22), [$2,447.16]; HEPA B / EAC B/ Furnace A/ Air Conditioner A $7,105.55, ($10,514.03), [$3,408.48]; Tankless $8,487.88, ($12,537.25), [$4,049.37]; Furnace B/ Air Conditioner B $9,870.21 ($14,560.46), [$4,690.25]; Furnace C/ Air Conditioner C $12,624.87, ($18,606.88), [$5,972.01]; Furnace D/ Air Conditioner D $15,399.53, ($22,653.30), [$7,253.78]; Heat Pump A $18,164.19, ($26,699.73), [$8,535.54]; Heat Pump B $20,928.84, ($30,746.15), [$9,817.30]; Heat Pump C $23,693.50, ($34,792.57), [$11,099.07]; Notwithstanding any other provision of this Agreement, the you shall in no event be obliged to make any payments of interest or other amounts payable to Flow hereunder which combined with any payments of interest or other amounts payable to Enbridge, would be in excess of an amount or rate which would be prohibited by law or would result in the receipt by Flow of interest at a criminal rate (as such terms are construed under the Criminal Code (Canada)).

6. **Security Registration -** You hereby grant us an exclusive security interest in the Product as security for payment of the amounts owing by you to us under this Agreement. The attachment of security interest has not been postponed. You grant us the right to register at your expense the security interest under this Agreement against you. The cost of registering any security payable by you is $200.00. You will also be required to pay $200.00 to discharge such security. All charges related to security registrations are payable at the end of this Agreement. Unless prohibited by law, you waive your right to receive a copy of such registration where required and you appoint us as your lawful attorney for registration and receipt of notice.

7. **Personal Property -** You agree that the Product shall remain portable or movable property (without the need for any other party's consent or waiver to allow us to remove it) even though it may become attached to real or immovable property.

8. **Adjustments to Payments -** The Payments will increase by 5.99% annually on each anniversary of your Commencement Date throughout the Term and you hereby acknowledge and agree to such increase being applied to your Payments without the requirement for us to send you statements reflecting the same. However, you are entitled to contact us at our customer service number at 1-833-541-3569 in order to obtain a statement specifying your current Payments.

9. **Payment Authorization -** If you select pre-authorized debit ("PAD"), the following terms will apply to your PAD: (a) you hereby authorize us to debit the bank account identified on the cheque you delivered to us for all Payments required to be made under this Agreement; and you further acknowledge that in the event of any dispute, no recourse will be provided through the clearing system and you must address any such disputes directly with us; (b) you acknowledge that this PAD is personal; (c) the account will be debited on the day of each month you indicated on the second page of this Agreement; (d) this authority shall remain in effect until thirty (30) days after you give us written notice to cancel it at our office identified on the second page of this Agreement and you may obtain a sample cancellation form, or further information on your right to cancel your PAD, at your financial institution or by visiting www.payments.ca; (e) you have certain recourse rights if any debit does not comply with this paragraph. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with the terms of this section; (f) you can obtain more information about your right to cancel (including a sample cancellation form) and about your recourse rights, from your financial institution or at www.payments.ca; (g) you hereby waive your right to receive pre-notification of the amount of the PAD and agree that you do not require advance notice of the amount of any PAD Payments before a debit is processed; and (h) we are authorized to debit your account for any and all options to purchase or end of term options in accordance with this Agreement.

10. **Option to Purchase -** Provided you are not in default (as defined) under this Agreement, you may elect to purchase the Product at any time during the Term on an "as is, where is" basis. The purchase price shall be equal to the sum of any remaining payments due under this agreement. All buyout prices are subject to provincial and government sales taxes. To inquire and receive your purchase price please call our toll-free customer service number at 1-833-541-3569.

11. **End of Term Option -** Provided you are not in Default (as defined herein) under this Agreement, you shall have the following options on the last day of the Term: (a) continue to rent the Product on a month-to-month basis at the then current Payment amount until the end of the useful life of the Product; (b) return the Product to us; or (c) purchase the Product based on the following schedule, which for greater certainty, such amounts shall not exceed the sum of the estimated residual value of the Product: $50.00 for each, Smart Thermostat. If you do not notify us of your intention prior to the expiry of the Term, it will be assumed that you have selected option (a) and we will continue to bill you at the then-current monthly Payment amount.

12. **Events of Default -** An event of "Default" shall occur upon any of the following: (a) if you fail to make any Payment, or fail to pay any other amount under this Agreement on its due date; (b) if you remove or attempt to remove the Product from the premises herein described without our express written consent; (c) if you encumber or transfer ownership or sublet the Product without our consent; (d) if you fail to observe any conditions of this Agreement; (e) if you become subject to bankruptcy, insolvency, receivership or similar proceeding under the Bankruptcy and Insolvency Act, either voluntarily or involuntarily, or if an encumbrancer takes possession of the Product or a substantial part of your property; (f) if you allow any damage other than that caused by normal wear and tear resulting from proper use of the Product; (g) if you are in default under any other contract, agreement, or obligation, now existing or hereafter entered into with us or any assignee of ours; (h) if any representation or warranty made by you in connection with the entering into of this Agreement is untrue or incorrect; or (i) if you transfer title to the premises herein described without first purchasing the Product, unless we have agreed in writing to the assumption of your obligations under this Agreement by the party acquiring title to the premises.

13. **Remedies Upon Default -** In the event of Default, we may terminate this Agreement and, in addition to any other right we may have at law or otherwise, may, without notice, do any or all of the following, separately or together, in any order or combination: (a) enter wherever the Product is located (or we believe that it is located) and repossess and remove it (and if necessary, disconnecting it from any other property) and you waive any and all claims for any damages to property or otherwise arising from such repossession; (b) without termination or being deemed to have terminated this Agreement upon five (5) days prior written notice to you, sell, rent or lease the Product in such manner and for such amounts and upon such terms as we may reasonably determine and may apply the net proceeds against what you owe to us; and (c) require you to pay immediately on demand damages suffered by us as a result of the termination of this Agreement. These damages will be, as a genuine pre-estimate of liquidated damages for loss of a bargain and not as a penalty, equal to the aggregate of (i) any outstanding Payments owing as at the date of Default, (ii) the remaining Payments due under this Agreement for the balance of the Term following the date of the Default, and (iii) all costs incurred by us, our assignees or agents in enforcing the terms of this Agreement. We agree to remit to you any monies collected by us from you or through our re-marketing efforts, collectively in excess of the aggregate amount of liquidated damages described above, provided that the remittance shall not exceed the amount paid by you under this section.

**14. Damage to Premises -** Should the Product be removed by us from the premises herein described due to your Default, we shall not in any way be liable in respect of any damages to your premises resulting from such removal or from any work done in connection with such removal. The Customer acknowledges and agrees that they shall bear the entire risk of loss and damage arising from existing conditions in the attic and on the roof, including without limitation, leakage from the roof, the presence of mold in the attic and any animal carcasses (collectively the "Conditions") and that the presence of any of the forgoing Conditions will impact the effectiveness of the equipment. Neither the Supplier nor Flow shall be liable for any such loss or damage to the Product or to your home if it is determined that the Conditions exist or existed at the time of installation. You hereby agree to indemnify and hold the Supplier and Flow harmless against any liability, damage or expense arising out of the presence of any Condition.

**15. Insurance -** You will, at your own expense, maintain, in a form acceptable to us, insurance covering the Product. We shall be named as loss payee and the policy shall contain a clause requiring the insurer to give us prior notice of a revision to its provisions or of its cancellation. The total or partial loss of the Product or its use or possession shall not relieve you of your obligations and liabilities under this Agreement.

**16. Product Risks -** If the Product is lost or damaged beyond repair or is stolen or for any other reason is not available or suitable for return or due to unreasonable or excessive wear or use at any time during the Term of this Agreement, you will notify us of that event and, unless we are agreeable to another arrangement, will immediately on demand pay to us a Casualty Value (as herein defined) less the amount of any insurance proceeds paid to us as a result of the event. The "Casualty Value" shall be equal to the total present value of all unpaid and future Payments under this Agreement. The present value will be calculated by discounting at the rate per annum equal to the lesser of (a) a remaining term Government of Canada bond rate less 3%; or (b) 3%. Upon payment of the Casualty Value, you shall acquire, without recourse or warranty, all of our right, title and interest, if any, in and to such Product.

**17. Maintenance of Product -** The Customer shall be responsible for the normal care and maintenance of the Product in accordance with manufacturer's specifications. The Supplier can offer this maintenance at its market price, as required. Failure to provide maintenance may void the warranty and the Customer will be responsible for any costs associated with repairs that result from the lack of maintenance. We may request evidence that the Customer has carried out maintenance on the Product.

**18. General Terms and Conditions -** You agree that: (a) you will provide all necessary further assurances, do all acts and sign all documents as we may require from time to time to give effect to this Agreement and to protect our rights hereunder; (b) a provision of this Agreement which is void or unenforceable in any jurisdiction is, as to that jurisdiction, void only to the extent of such provisions, without invalidating the remaining provisions or the invalid provision with respect to any other jurisdiction; (c) the captions, titles and section numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of this Agreement or its effect; (d) this Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and laws of Canada applicable therein; (e) time is of the essence of this Agreement; (f) this document, including the second page of this Agreement, which indicates the specific Product to be leased, and Schedule "B" constitute the entire Agreement between you and us with respect to its subject matter and may be varied only by written documentation signed by both parties; (g) all of our rights are cumulative and not alternative and may be exercised by us separately or together in any order or combination; (h) ownership of and title to the Product will at all times (except upon a sale to you hereunder) remain with us; (i) you have no interest in the Product, other than the right to possess, insure and use the Product for the Term; (j) information requests by any person(s) other than you shall be verified and subject to administration charges as set from time to time by us; (k) we will retain a copy of this Agreement in electronic form only; and (l) the email address written by you on the cover page of this Agreement is your true email address and that the sending of a pdf copy of this Agreement by hard copy or by email shall constitute delivery under the Consumer Protection Act (Ontario). You agree that a facsimile and/or imaged copy is enforceable in a court of law.

**19. Consent to Disclosure and Sharing of Personal Information and Credit Investigation -** You authorize us and our assigns to use and disclose your personal information above to confirm your identity, to evaluate your creditworthiness, to administer this Agreement, to perform internal statistical analysis, and to assign or securitize any amounts payable by you under this Agreement or as otherwise required or permitted by law. You hereby authorize us to conduct financial and credit investigations for purposes of approval, maintenance and enforcement of this Agreement or any judgment obtained by us as a result of any default hereunder and to obtain any information required from any source and each source is hereby authorized to provide such information to us. This includes, but is not limited to, us obtaining information from any credit or depository facility. We may obtain such information at anytime before or during the Term or after termination of the Agreement in the event any monies remain owing to us. This clause shall survive the Term or termination of this Agreement. All matters surrounding the collection, use and disclosure of your personal information are fully explained in our Privacy Policy, a copy of which is available on our website at www.flow-finance.ca, or upon making a request to us in writing via email: apps@flow-finance.ca or to our address: 46 Village Center Place, Mississauga, Ontario, L4Z 1V9 1-833-541-3569.

## 20. Your Rights under the Consumer Protection Act, 2002

You may cancel this Agreement at any time during the period that ends ten (10) days after the day you receive a written copy of this Agreement. You do not need to give Supplier a reason for cancelling during this 10-day period. If Supplier does not make delivery within thirty (30) days after the Commencement Date or if Supplier does not begin performance of its obligations within 30 days after the Commencement Date, you may cancel this Agreement at any time before delivery or commencement of performance. You lose the right to cancel if, after the 30-day period has expired, you agree to accept delivery or authorize commencement of performance. If the delivery date or Commencement Date is not specified in this Agreement and Supplier does not deliver or commence performance within thirty (30) days after the date this Agreement is entered into, you may cancel this Agreement at any time before delivery or commencement of performance. You lose the right to cancel if, after the 30-day period has expired, you agree to accept delivery or authorize commencement of performance. In addition, there are other grounds that allow you to cancel this Agreement. You may also have other rights, duties and remedies at law. For more information, you may contact the Ministry of Government and Consumer Services. To cancel this Agreement, you must give notice of cancellation to Supplier, at the address set out in the Agreement, by any means that allows you to prove the date on which you gave notice. If no address is set out in the Agreement, use any address of Supplier that is on record with the Government of Ontario or the Government of Canada or is known by you. If you cancel this Agreement, Supplier has fifteen (15) days to refund any payment you have made and return to you all goods delivered under a trade-in arrangement (or refund an amount equal to the trade-in allowance). However, if you cancel this Agreement after having solicited the goods and services from Supplier and having requested that delivery be made or performance be commenced within ten (10) days after the date this Agreement is entered into, Supplier is entitled to reasonable compensation for the goods and services that you received before the earlier of the 11th day after the date this Agreement was entered into and the date on which you gave notice of cancellation to Supplier, except goods that can be repossessed by or returned to the Supplier. If Supplier requests in writing repossession of any goods that came into your possession under this Agreement, you must return the goods to the Supplier's address, or allow one of the following persons to repossess the goods at your address: (i) Supplier or (ii) a person designated in writing by Supplier. If you cancel this Agreement, you must take reasonable care of any goods that came into your possession under the Agreement until one of the following happens: (i) Supplier repossesses the goods; (ii) Supplier has been given a reasonable opportunity to repossess the goods and twenty-one (21) days have passed since the Agreement was cancelled; (iii) you return the goods; or (iv) Supplier directs you in writing to destroy the goods and you do so in accordance with Supplier's instructions.