

EFT Terms and Conditions

Business Pre-Authorized Debit ("PAD") Authorization Agreement

IMPORTANT PLEASE READ CAREFULLY: This is a business PAD agreement ("PAD Agreement") between the account holder identified below ("you") and Tarion Warranty Corporation ("Tarion"). By clicking the 'I Agree' button, you signify your agreement to this PAD Agreement. If you do not agree to all the terms and conditions of this PAD Agreement, do not click the 'I Agree' button or otherwise use Tarion's self-serve website for new home vendors and/or builders and other authorized persons ("BuilderLink"¹) to authorize any pre-authorized debit ("PAD").

You hereby authorize Tarion to debit the following bank account for sporadic payments of variable amounts and agree to instruct your designated financial institution to accept and, on the day presented, to pay such PADs, subject to the terms of this PAD Agreement.

You agree to give Tarion prompt written notice of any changes to the above bank account and/or financial institution information.

These PAD services are for business use. Tarion will obtain your due authorization for each PAD by requiring you, or another individual authorized by you on BuilderLink¹, to confirm the amount and authorization of such PAD using BuilderLink¹.

You may revoke this PAD Agreement at any time, subject to providing at least thirty (30) days prior written notice to Tarion. To obtain a sample cancellation form, or for more information on the right to cancel this PAD Agreement, you may contact your financial institution or visit www.cdnpay.ca

You have certain recourse rights if any debit does not comply with this PAD Agreement. For example, you have the right to receive reimbursement for any debit that is not authorized or is inconsistent with this PAD Agreement. To obtain more information on recourse rights, you may contact your financial institution or visit www.cdnpay.ca.

To discuss any business PAD issue, please contact Tarion using the contact details below:

Tarion
5160 Yonge Street 7th Floor
North York, Ontario
M2N 6L9
Tel.: (416) 229-9200 (Ext. 3170)
Contact: <https://builderlink.tarion.com/bsa/contactus/support>

This PAD Agreement only applies to the method of payment between you and Tarion and shall not, nor shall its termination, have any effect whatsoever on any of your or any third party's statutory obligations or any other agreement(s) between Tarion and you or any third party; provided, however, that in the event

of any conflict or inconsistency between this PAD Agreement and the terms of use for BuilderLink¹ at builderlink.tarion.com (the "BuilderLink" Terms of Use), this PAD Agreement shall govern.

You agree that Tarion's confirmation of this PAD Agreement will be sufficient if provided to you via email at the e-mail address indicated above at least seven (7) calendar days prior to your first PAD.

You hereby represent, warrant and covenant that you:

(a) are the account holder specified herein; or
(b) have full power and authority to bind such account holder for the purposes of this Agreement, including all PAD authorizations hereunder,

and that Tarion may deal with you, and/or any individual(s) authorized by you on BuilderLink¹, in respect of all matters relating to this PAD Agreement in accordance with the terms hereof as well as the BuilderLink¹ Terms of Use.

IF YOU ARE NOT, AND DO NOT HAVE FULL POWER AND AUTHORITY TO BIND, THE ACCOUNT HOLDER, DO NOT CLICK THE 'I AGREE' BUTTON. INSTEAD, PLEASE CONTACT TARION DIRECTLY FOR ASSISTANCE.

You hereby agree to be bound by all of the provisions of this PAD Agreement as of 2022-09-14 by clicking the 'I Agree' button.