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AUTHORIZATION AGREEMENT - ELECTRONIC FUNDS TRANSFER (EFT) FOR DEPOSITS

1. INTRODUCTION

This agreement, along with the banking and vendor / builder licensee information you provided on the preceding webpages, is an electronic funds transfer authorization agreement (collectively, "**EFT Agreement**") between the account holder identified below ("**you**" or the "**Account Holder**") and Tarion Warranty Corporation ("**Tarion**"). This EFT Agreement is for deposits and / or refunds from Tarion to you. This EFT Agreement is not for payments made by you to Tarion, and does not override any previous or subsequent agreement relating to pre-authorized debit payments from you to Tarion.

By completing and submitting this EFT Agreement you agree that your deposit account information, as identified by your BuilderLink administrator, will be used by Tarion for the purpose of automatically depositing Canadian dollar refunds directly to your Canadian dollar deposit account. You further acknowledge and agree that it may take Tarion seven to fourteen business days to process your submission of this EFT Agreement, and electronic fund transfers of deposits will not be available to you until this EFT Agreement has been successfully processed and validated. As part of validating this EFT Agreement and the account information you provided, Tarion will deposit $0.01 into the account you have specified.

This authority is effective as of the date this EFT Agreement is agreed to and will remain in effect until Tarion has received written notification from you of its termination. You agree to give Tarion prompt written notice of any changes to the account and/or financial institution information that you have provided in this EFT Agreement.

2. AUTHORIZATION

By agreeing to this form, you:

(a) authorize Tarion to deposit, by electronic fund transfer any funds Tarion deems payable to you, and acknowledge that the electronic funds transfer process may take between seven to fourteen business days;

(b) certify that: (i) the deposit account you have identified through your BuilderLink administrator belongs to you, (ii) the deposit account information provided in this EFT Agreement is accurate and complete in all material respects, and (iii) the financial institution account number and branch provided above is a Canadian financial institution;

(c) acknowledge that the funds will be deposited into the financial institution account number and branch that you have identified through your BuilderLink administrator, and that any existing account information previously provided to Tarion for electronic fund transfers will be replaced by the account information provided in this EFT Agreement;

(d) acknowledge that it is your responsibility to ensure that the deposit account you identified as part of this EFT Agreement stays current and available for receiving electronic payment;

(e) acknowledge that Tarion may in some circumstances, upon giving you notice, charge you an administrative fee for processing refunds and;

(f) acknowledge that termination of this EFT Agreement applies only to the method of receiving payments from Tarion and will not change or terminate, or have any effect whatsoever on, the terms of any other agreement you have with Tarion; and

(g) agree to the terms of this EFT Agreement which includes the Additional Terms and Conditions below.

TARION

3. ADDITIONAL TERMS AND CONDITIONS

(a) Eligibility:

Only businesses (including sole proprietors) and other entities or persons with a deposit account at a financial institution in Canada are eligible to receive electronic fund transfers from Tarion. To register for electronic fund transfers, you must provide Tarion with a completed copy of this EFT Agreement. You acknowledge and agree that Tarion is under no obligation to provide you with refunds by way of electronic fund transfers, and such decision is in the sole discretion of Tarion.

(b) Business Representative:

You and your authorized signatory(ies) individually affirm to Tarion that: (i) your authorized signatory(ies) (individually or collectively, as applicable, your "Representative") is at least eighteen (18) years old and authorized to provide the information described in this EFT Agreement on your behalf and to bind you to this EFT Agreement, and (ii) your Representative is an executive officer, senior manager or otherwise has significant responsibility for the control, management or direction of your business. Tarion may require you or your Representative to provide additional information or documentation demonstrating your Representative's authority.

(c) Representations and Warranties:

You represent and warrant that: (i) you are eligible to receive the electronic fund transfers services provided by Tarion pursuant to this EFT Agreement, (ii) have the authority to execute and perform the obligations required by this EFT Agreement; and (iii) all information you provided to Tarion in relation to this EFT Agreement is accurate and complete in all material respects.

(d) Incorrect Transfers:

If you or your Representative provide Tarion with incorrect information (i) you understand that funds may be transferred to the wrong account and that Tarion may not be able to recover the funds from such incorrect transactions, (ii) you agree that you are solely responsible for any losses you or third parties incur due to erroneous electronic fund transfers, you will not make any claims against Tarion related to such erroneous electronic fund transfers, and you will fully reimburse Tarion for any losses Tarion incurs, and (iii) any EFT fees associated with a return of payment due to changes that have not been communicated to the Tarion, will be your responsibility.

(e) Reconciliation and Error Notification:

Except as required by applicable law, you are solely responsible for reconciling payments made, or owed, to you by Tarion the with your records, and for identifying any errors. You agree to review your records and immediately notify Tarion of any errors. Tarion will make commercially reasonable efforts to investigate any reported errors, including any errors made by Tarion, and, when appropriate, attempt to rectify them. However, you should be aware that your ability to recover funds you have lost due to an error may be very limited or even impossible, particularly if Tarion did not cause the error. If you fail to communicate an error to Tarion for their review without undue delay and, in any event, within 60 days after you discovered it and flagged it to Tarion in writing, you waive your right to make any claim against Tarion for any amounts associated with the error.

(f) Limitation of Liability:

TARION AND ITS THIRD-PARTY SUPPLIERS SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF SALES, GOODWILL, PROFITS OR REVENUES. TARION SHALL NOT BE LIABLE FOR ANY DAMAGES CAUSED DIRECTLY OR INDIRECTLY BY: (I) AN ACT OR OMISSION OF THE ACCOUNT HOLDER OR ITS AFFILIATES; (II) DELAYS OR DISRUPTIONS IN THE ELECTRONIC FUND TRANSFER SERVICES, (III) VIRUSES OR OTHER MALICIOUS SOFTWARE OBTAINED BY ACCESSING THE TARION'S WEBSITE OR BUILDERLINK; (IV) BUGS, ERRORS, OR INACCURACIES OF ANY KIND IN ANY SERVICES PROVIDED BY TARION; (V) ACT OR OMISSIONS OF THIRD PARTIES; (VI) A SUSPENSION OR OTHER ACTION TAKEN IN ACCORDANCE WITH THE TERMS OF THIS EFT AGREEMENT WITH RESPECT TO THE ACCOUNT HOLDER'S ACCOUNT; (VII) TARION'S NEED TO MODIFY PRACTICES, CONTENT, OR BEHAVIOR, OR THE ACCOUNT HOLDER'S DIMINISHED ABILITY TO DO BUSINESS AS A RESULT OF CHANGES TO THIS EFT AGREEMENT OR TARION'S POLICIES OR SERVICES MADE IN ACCORDANCE WITH THIS EFT AGREEMENT OR APPLICABLE LAW; (VIII) BREACHES BY THE ACCOUNT HOLDER OF THIS EFT AGREEMENT; (IX) INCORRECT OR INCOMPLETE DEPOSIT ACCOUNT INFORMATION; (X) ACTS OR OMISSIONS OF THIRD PARTIES; OR (XI) TARION, SERVICE PROVIDER, OR OTHER SUPPLIERS ELECTING TO SUSPEND PROVIDING SERVICES IN RESPECT OF THE ACCOUNT HOLDER ON THE BASIS OF ITS LEGAL, COMPLIANCE, OR RISK POLICIES.

(g) Your Liability for Third-Party Claims Against Tarion:

Without limiting, and in addition to, any other obligation that you may owe under this EFT Agreement, you are at all times responsible for the acts and omissions of your: i. Representative; and ii. any employees, contractors and agents, to the extent such employees, contractors and agents are acting within the scope of their relationship with you. You agree to defend, indemnify and hold Tarion and its agents, representatives, employees, and affiliates harmless from any and all claims, costs, losses, damages, judgments, tax assessments, penalties, interest, and expenses (including without limitation reasonable legal fees) arising out of any claim, action, audit, investigation, inquiry, or other proceeding instituted by a third party person or entity that arises out of or relates to: (i) any actual or alleged breach of your representations, warranties, or obligations set forth in this EFT Agreement; (ii) your wrongful or improper use of the any services provided to you by Tarion; (iii) your violation of any third-party right, including without limitation any right of privacy, publicity rights or intellectual property rights; (iv) your violation of any applicable law; (v) your negligent or willful misconduct, or the negligent or willful misconduct of your employees, contractors or agents; (vi) the contractual or other relationships between you and any third-party; or (vii) any other party's access and/or use of any services provided by Tarion with your access credentials to any of your accounts with Tarion or a third-party.

(h) Termination:

You may terminate this EFT Agreement at any time by using BuilderLink™[1] or contacting a Tarion representative at 1-877-9-TARION, (1-877-982-7466) ext. 3170 or **Builderlink@tarion.com** to submit a request. Tarion may terminate this EFT Agreement at any time for any reason by providing you Notice (as defined below).

[1] BuilderLink™ is a trademark of Tarion Warranty Corporation.

(i) Privacy:

Tarion may collect personal information (including name, birthdate, and government-issued identification number) about your beneficial owners, principals, interested persons and Representative. You may be asked for financial information, or information Tarion will use to identify you, your Representative(s), principals, beneficial owners, and other individuals associated with the account identified above. Throughout the term of this EFT Agreement, Tarion may share information about your account with its affiliates and financial institution(s) in order to verify your eligibility to receive electronic fund transfers, conduct risk management and compliance reviews, and comply with applicable law. In addition, Tarion's Access to Information and Privacy Code (as available on its website, and updated, from time to time, "Privacy Policy") explains how and for what purposes Tarion collects, uses, retains, discloses, and safeguards the personal information you provide to Tarion or that Tarion collects from you. You agree to the terms of Tarion's Privacy Policy, accessible at **https://www.tarion.com/info/privacy**.

(j) Consent to Electronic Disclosures and Notices:

You consent to electronic provision of all disclosures and notices from Tarion ("Notices"), including those required by applicable law. You also agree that your electronic consent will have the same legal effect as a physical signature.

(k) Methods of Delivery:

You agree that Tarion can provide you with Notices regarding this EFT Agreement and related services through its website, BuilderLink, or by mailing Notices to the e-mail or physical addresses associated with your BuilderLink account. You also agree that electronic delivery of a Notice has the same legal effect as if Tarion provided you with a physical copy. Tarion will consider a Notice to have been received by you within 24 hours of the time a Notice is either posted to Tarion's website or has been emailed to you.

(l) Assignment:

This EFT Agreement is binding on you and your successors. Tarion may assign this EFT Agreement at its entire discretion, but you may not assign this EFT Agreement without Tarion's prior written consent which may be withheld in Tarion's sole discretion.

(m) Force Majeure:

Tarion will not be liable for any delays in processing or other non-performance caused by telecommunications, utility, network, or equipment failures or outages; labor strife, riots, war, or terrorist attacks; non-performance of its service providers; fires or acts of nature; or any other event over which Tarion has no reasonable control, whether similar or dissimilar to the foregoing.

(n) Severability:

To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this EFT Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this EFT Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this EFT Agreement will continue in full force and effect.

(o) Waiver:

Neither party will be deemed to have waived any of its rights under this EFT Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of breach of this EFT Agreement will constitute a waiver of any other breach of this EFT Agreement.

(p) Entire Agreement:

This EFT Agreement constitutes the entire agreement between you and Tarion and supersedes all prior agreements and representations, whether express or implied, written or oral, with respect to the electronic fund transfer services provided by Tarion. No additional statement, promise or guarantee by any purported representative of Tarion outside the terms of this EFT Agreement, except as made in a duly signed, written amendment, shall create any binding obligation on Tarion.

(q) Right to Amend:

Tarion reserves the right to change or add to the terms of this EFT Agreement at any time, solely with prospective effect, and to change, delete, discontinue, or impose conditions on the use of the electronic fund transfer services provided by Tarion by posting such changes on Tarion's website. Tarion will provide you with Notice of any changes through BuilderLink, via email, or through other reasonable means. Your continued use of electronic fund transfer services provided by Tarion after Tarion has provided you Notice of such changes, constitutes your acceptance of the terms of the modified EFT Agreement. You can access a copy of the current terms of this EFT Agreement on Tarion's website at any time. You can find out when this EFT Agreement was last changed by checking the "Last updated" date at the top of the EFT Agreement.

(r) Complying with the Law:

You understand that you and your usage of Tarion's electronic payment transfer services, website, and BuilderLink, as applicable, must comply with all Canadian federal and provincial laws, rules, regulations, codes and requirements, as same may be amended, restated, supplemented or replaced from time to time, applicable to your business, your business type and your business's location.

(s) Governing Law and Jurisdiction:

You agree that this EFT Agreement and any dispute arising out of or related to this EFT Agreement, will be governed exclusively by the laws of Ontario and applicable Canadian federal laws, without regard to its conflicts of laws rules. The provincial and federal courts located in Toronto; Ontario will have exclusive jurisdiction over any dispute arising out of or related to this EFT Agreement.

(t) Electronic Signatures:

This EFT Agreement may be executed or otherwise agreed to by any of the parties in an electronic format, by way of an electronic signature in accordance with the provisions of the Electronic Commerce Act, 2000, S.O. 2000, as amended, including an electronic signature manifested or undertaken by selecting a checkbox denoting the party's acceptance of the EFT Agreement's terms. When this EFT Agreement is so executed or otherwise agreed to by way of an electronic signature, it shall thereupon be deemed to be valid, binding and enforceable upon the party who has executed the document electronically.