

Consent for Electronic Delivery of Documents (“Consent”)

Loan Number: _____

Equitable Bank (referred to herein as “we”, or by “us” or “our”) is required by law to provide you with certain disclosures and information about the lending products or services you have with us (each an “Account”).

With your consent, we can deliver documents to you by a) displaying or delivering the documents electronically, and b) requesting that you print or download the documents and retain them for your records.

By providing your consent, you agree to the electronic delivery of Documents and other information through a designated information system such as a secure portal, email, or fax. Documents may include:

- Statement of Disclosure;
- Schedules;
- Notifications containing legal disclosures, including the disclosure requirements prescribed by the Bank Act, Privacy statutes and regulations and all Voluntary Codes of Conduct and Public Commitments applicable to the financial industry; and
- Any other confirmation, notice or information that we are required by law to provide you in writing relating to your Account.

The following terms and conditions apply to the electronic delivery of Documents relating to your Account(s).

1. When Your Consent Takes Effect

This Consent shall take effect as soon as you provide your consent.

2. Your Obligations

You agree to review the Document(s) we send you electronically. You confirm that you have the necessary technical ability and resources to do this.

3. Retention of Documents

You acknowledge and understand that you can retain a copy of the Document(s) delivered electronically by printing or downloading them. If you are unable to print or download any Document, you may call us and request paper copies.

4. Limitation of Liability

You agree that your notifications and delivery of Documents electronically may be delayed, not delivered or inaccurate due to a variety of factors, including technical problems. To the extent permitted by the laws of Ontario and the laws of Canada, we will not be liable for any direct or indirect damages arising out of your use or inability to use the notifications and Documents, regardless of the cause, including negligence, even if we are advised of the possibility of such damages. For fax and e-mail transmissions, you accept the risk that certain notifications and Documents may be lost, intercepted, reviewed or altered by others.

5. Language

You and we expressly requested that this Consent, and all related documents including notices, be drawn up in the English language. Vous et nous avons expressément demandé que ce contrat et tout document y afférent, y compris tout avis, soient rédigés en langue anglaise.

Consent for Electronic Delivery of Documents (“Consent”)

Borrower Name (Print)

Borrower Signature

Borrower Name (Print)

Borrower Signature