

These Terms of Use (“Terms”) apply to your use of Equitable Bank’s Equitable Connect Portal (the “Portal”). By signing into, uploading documents to or otherwise accessing the Portal, you are deemed to have agreed to these Terms, including any amendments we may make to them from time to time. If you do not wish to be bound by these Terms, you should not use the Portal. In these Terms, “you and your” mean the person(s) using the Portal, where “using” includes signing into, uploading documents to, or accessing the Portal for any other purpose. “We”, “our” and “us” mean Equitable Bank.

**Portal Access**

You agree to take all reasonable precautions to prevent any unauthorized access to, or use of, the Portal and the documents it contains, including the use of a secure password to access the Portal. You agree to keep your password confidential and for your use alone. You may not disclose your password to others, including anyone you work with. You also agree that you will log out of any Portal session immediately after you finish accessing it for a particular purpose. You acknowledge that simply closing your browser will not necessarily end your Portal session.

**Uploading Documents**

From time to time, Equitable will send you communications requesting that you upload certain documents to the Portal. You agree that you will only upload the documents, or the types of documents, specifically requested by us. Documents uploaded to the Portal will become the property of Equitable Bank. You acknowledge that you may not have access to uploaded documents and that you should not rely on the Portal, or Equitable Bank, for any type of record keeping or other obligation.

**Notifications**

You may, at our discretion, receive notifications relating to the Portal by text/sms or email. It is your responsibility to ensure that any contact information you provide us relating to the Portal remains up to date. Only business email addresses and phone numbers may be used for Portal notifications.

**Unauthorized Use, Loss or Theft**

You agree to notify us immediately upon learning of any of the following:

- Your password was disclosed to, or obtained by, anyone else or may be known by anyone else;
- Unauthorized access to the Portal has occurred; or
- You lose, or there is theft or misuse of, any mobile device being used for, or that is set up to receive, Portal notifications.

**Privacy**

Your use of the Portal is subject to Equitable Bank’s [Privacy Agreement](#). All documents, and the personal information contained therein, that are uploaded to the Portal for the purpose of applying for an Equitable Bank lending product will be collected, used and disclosed in accordance with the terms of our Privacy Agreement and federal legislation.

**Changes to Portal or Terms**

Changes to the Portal or to these Terms may be made by us at any time, without prior notice. A current version of the Terms will be available by clicking on the “Important Information” link on the Portal sign-in page. It is your responsibility to review these Terms from time to time. If you do not wish to remain bound to these Terms, including any changes thereto, you should cease using the Portal and immediately contact Equitable Bank.

**Unlawful Behaviour**

The Portal may not be used to communicate, post or transmit any material, information, or communication that is, or may reasonably be considered to be, defamatory, profane, obscene, pornographic, libelous, hateful, discriminatory or offensive, unlawfully threatening or unlawfully harassing to any individual. Behaviour that would be considered a criminal offence, that would give rise to civil liability, or would otherwise violate any law or regulation is strictly prohibited.

**Withdraw of Access**

We may terminate your access to the Portal at any time and for any or no reason without notice to you. These Terms will continue to apply notwithstanding such termination.

**Limitation of Liability**

You expressly understand and agree that in no event shall we be liable for any direct, indirect, incidental, punitive, special, or consequential damages, or any damages whatsoever, including, without limitation, damages for loss of profit, arising out of your use of or any malfunction, cancellation, restriction or inability to use the Portal.

**Language**

For Québec residents only: You acknowledge and agree that you have first been presented with and have examined the [French version](#) of these Terms, and that you then have expressly requested that these Terms, and all related documents including notices, be drawn up in the English language and that you wish to and agree to be bound by the English version of these Terms. Vous reconnaissez et convenez que la version française de la présente entente vous a d'abord été présentée et que vous l'avez examinée, et que vous avez ensuite expressément demandé que la présente entente et tous les documents connexes, y compris les avis, soient rédigés en anglais et que vous souhaitez être lié par la version anglaise des présentes et que vous acceptez de l'être.

**Entire Agreement**

These Terms constitute the entire agreement governing your use of the Portal. For certainty, these Terms replace and supersede any other terms of use or other agreement entered into by you relating to the Portal.

**Applicable Law**

These Terms and the operation of the Portal shall be governed by the laws of Ontario and the laws of Canada applicable therein. Any disputes relating to these Terms or the Portal shall be subject to these laws and the courts of Ontario.