

5. Interest Rates and Factors

Borrowed Amount	60 Months		120 Months	
	Interest Rate	Factor	Interest Rate	Factor
\$2,500 - \$4,999				
\$5,000 +				

6. **Registration Against Security.** You hereby grant to us a continuing security interest and a purchase money security interest in the Product as collateral security for 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 the security interest under this Agreement against you and title to the lands where the Product is to be located. 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 so doing.

7. **Payment Authorization.** If you select Pre Authorized Payment ("PAP"), the following terms will apply to your PAP: (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; (b) you acknowledge that this PAP is personal; (c) the account will be debited on the day of each month as indicated on page 1; (d) this authority shall remain in effect until you give us written notice to cancel it which notice shall be received 30 days before the next scheduled debit at our address on page 1; (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 these terms; (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.cdnpay.com; (g) you hereby waive your right to receive pre-notification of the amount of the PAP and agree that you do not require advance notice of the amount of PAPs before the debit is processed. If you select the Enbridge billing service, Vista Credit's charges will appear in the Other Companies section of your Enbridge Gas Distribution bill. You agree to switch to PAP should we discontinue the Enbridge billing service.

8. **Event of Default.** The following shall be considered an Event of Default under the terms of this Agreement: (a) you fail to pay any amount under this Agreement when due; or (b) you become insolvent, bankrupt or die; or (c) you fail to keep any of the Products in good working order; or (d) you fail to keep the Products free from all liens and encumbrances except those in our favor; or (e) the Product is lost, stolen, destroyed or substantially damaged; or (f) you move from the Property without paying the balance owing on this Agreement; or (g) you breach any obligation under this Agreement.

9. **Remedies.** If you are in default under this Agreement, we may: (a) take possession of the Products and sell them according to law; and (b) terminate this Agreement and require you to pay us the remaining balance, Default Interest and all other amounts due including all Expenses and Fees; and (c) commence legal proceedings to enforce the Security; and (d) exercise any other remedy available to us whether at law, in equity or otherwise. All remedies are cumulative and not alternative.

10. **Expenses and Fees.** In addition to interest on overdue amounts, you agree to pay the following: (a) all expenses for registration, maintaining and discharging the security including a \$250.00 discharge fee and (b) all reasonable costs we incur, including legal costs, to enforce our security under this Agreement, to protect the Products and to collect amounts due, and (c) a fee of \$ 35.00 for each cheque, preauthorized debit or other payment which is returned for any reason. Each expense and fee is payable when incurred and until paid will be added to the Borrowed Amount and bear interest at the Default Interest rate.

11. **Application of Payments.** Payments may be applied against the total obligation by us, in our sole discretion. To the extent permitted by applicable law, payments on your Loan will be applied first to current interest charges, with the remaining amount applied against the outstanding balance. All pre-payments on account of your Loan shall be deemed to have been made and shall be credited to the undersigned in the reverse order of their maturity.

12. **Prepayment.** You may prepay the outstanding balance at any time without prepayment charge or penalty. If you prepay the full outstanding balance, we will refund the portion of each such charge that was paid and forms part of the Total Cost of Borrowing to the extent required by law. You can prepay part of the outstanding balance on any day you make your Monthly Payment or once per month. If you only prepay part of the outstanding balance, you are not entitled to any refund of amounts paid forming a part of the Total Cost of Borrowing. Any refund made will be first applied as a credit against any outstanding balance under any other agreement you may have with us. You may make arrangement for any such payment by calling us at 1-877-318-4782.

13. **Product Claims.** You agree that with respect to the Products purchased with the Borrowed Amount: (a) you have selected each item of the Products you purchased; (b) we are only lending you the Borrowed Amount to enable you to purchase the Products; (c) we do not directly or indirectly offer, sell, select, or provide any of the Products you purchased; and (d) we are not a seller, supplier, merchant, or warrantor. Consequently, you agree that claims relating to your purchases, including any defect or warranty related to the Products, are not our responsibility. If you have any disputes or problems with the Supplier regarding the Products, you must continue to make your Monthly Payments and other payment obligations required by this Agreement.

14. **Assignment.** We may assign this Agreement or any of its terms at any time to a third party. If we assign this Agreement, this Agreement will still be in effect and any successor will have our rights in this Agreement to the extent assigned. You shall not have any right to transfer or assign this Agreement to anyone. This Agreement shall be binding upon you and your heirs, executors, administrators and legal representatives.

15. **No Waiver.** No waiver or delay by us from taking action for any reason under any provision of this Agreement shall constitute a waiver of any other provision, nor shall any waiver by us of any provision of this Agreement, constitute a continuing waiver unless otherwise expressly provided. To the extent allowed by law, we may take other action not described in this Agreement and by doing so we will not lose our rights under this Agreement.

16. **Entire Agreement and Severability.** This Agreement is the entire agreement between you and us and may not be amended except as set out in this Agreement. If any term, clause or provision contained in this Agreement is declared or held invalid by a court of competent jurisdiction, such declaration or holding will not affect the validity of any other term, clause or provision contained herein.

17. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

18. **Errors in this Agreement.** You hereby authorize us to correct any errors in this Agreement, including without limitation, improperly calculated amounts, incorrectly spelled names and any other errors and omissions, and such amendments shall not invalidate this Agreement or any term herein and shall be binding on you without notice.

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 provided above to confirm your identity, to evaluate your creditworthiness, to administer this Agreement, to perform internal statistical analysis, 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 any time before or during the Term or after termination of this Agreement in the event any monies remain owing to us. This clause shall survive the Term or termination of this Agreement. All matters surrounding our collection, use and disclosure of your personal information are fully explained in our Privacy Policy, a copy of which is available on our web-site at www.vistacredit.ca or upon making a request to us in writing to our address: 205-6 Gurdwara Rd., Ottawa, ON, K2E 8A3

20. **Electronic Version of this Agreement.** We will retain a copy of this agreement in electronic form only. You agree that a facsimile and/or imaged copy is enforceable in a court of law.

21. **Right to Cancel.** You may cancel this Agreement from the day you enter this Agreement until 10 days after you receive a copy of this Agreement. You do not need a reason to cancel. If you cancel this agreement the Supplier has 15 days to refund your money and you must then return the Products or allow the Supplier to repossess them at the installation address. To cancel, you must give us or the Supplier notice of cancellation in a manner that will allow you to prove you gave notice including registered mail, fax, or by personal delivery.

By signing below, 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. **By signing below, you agree that you have read, understand and agree to the terms and conditions of this Agreement (including those on the reverse side) and acknowledge receipt of a copy 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.**

BORROWER:

CO-BORROWER:

Sign Above

Sign Above

MM / DD / YYYY

MM / DD / YYYY

Print Name

Date

Print Name

Date