



Terms and Conditions of Data Processing & Administrative Services (“Terms of Service”)

Broker Support
Centre Inc.

PREAMBLE

This document describes your relationship with Broker Support Centre Inc. (“**BSC**”). The BSC provides the computer system that produces Mortgage Protection Plan insurance forms for you, along with related data processing and administrative services. As such, when you produce a Mortgage Protection Plan form, you indicate your agreement with the Terms of Conditions of Services listed in this document. Please read it carefully, and do not hesitate to contact us with any questions you may have.

If, at any time, you decide that you do not agree with these Terms and Conditions of Service, please notify BSC by email, mail or fax (see below). However, please be aware that doing so will serve to terminate your access to MPP.

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TERMS AND CONDITIONS OF SERVICE

The following Terms and Conditions of Service (the “**Terms of Service**”) outline the basis upon which Broker Support Centre Inc. (“**BSC**”) provides data processing and other support services in respect of the Mortgage Protection Plan mortgage insurance program (“**MPP**”) to Mortgage Brokers as defined below.

In these Terms of Service “**you**” and “**your**” refers to any Mortgage Broker who agrees with these Terms of Service.

1. Definitions

In these Terms of Service, the following capitalized words have the following meanings:

“**Authorized Representative**” means an employee or other individual engaged by a Mortgage Broker who is authorized by the Mortgage Broker to offer MPP on behalf of the Mortgage Broker and use these Services.

“**BSC Software**” means computer software owned or licensed by BSC to facilitate the delivery and management by BSC of the Services described in these Terms of Service.

“**Insurer**” means The Manufacturers Life Insurance Company, its successors and assigns, and any other insurance company that offers an insurance product that may be included as part of the MPP from time to time.

“**Insurance Materials**” means contracts, administrative directions, policies, and any other written instructions that the Insurer has issued to the Mortgage Broker.

“**Mortgage Broker**” means an individual or other entity duly licensed to conduct the business of a mortgage broker, and who also offers MPP to his/her clients as an additional financial product.

“Services” means all functions to be performed by BSC, including, without limitation, the “Application Production Services”, the “Follow-up Services”, the “Document Storage Services” and the “Administrative Support Services”.

“Forms” means any insurance application, waiver, referral, or any other document that is required by the Mortgage Broker to offer MPP.

2. Eligibility

Mortgage Brokers who are authorized by Credit Security Insurance Agency Inc. (“**CSIA**”) to offer MPP.

BSC will issue user IDs and passwords to Mortgage Brokers who offer MPP. BSC will also issue user IDs and passwords to those Authorized Representatives of any Mortgage Broker offering MPP, provided that such Mortgage Brokers have identified the Authorized Representatives in writing to BSC. Services will only be provided by BSC to those Mortgage Brokers and their Authorized Representatives with a valid user ID and password. You are required to advise BSC promptly of any changes to the list of your Authorized Representatives. As a Mortgage Broker you hereby agree that you will require all of your Authorized Representatives to use the Services as described, subject to the restrictions herein, and acknowledge and agree that no access to these Services will be provided to any Authorized Representative unless and until he or she agrees to these Terms of Service.

You shall indemnify and hold BSC harmless from any and all claims, damages, losses, liabilities, costs and expenses of any kind, including all legal fees and costs, arising out of the failure of any of your Authorized Representatives to use the Services as permitted herein, and any breach by any of your Authorized Representatives of these Terms of Service.

3. Services

The Mortgage Broker engages BSC to perform the following Services on the Mortgage Broker’s behalf:

(i) Application Production Services

The Mortgage Broker or your Authorized Representatives shall electronically transmit to BSC the information that is necessary to populate the MPP Forms. Upon receipt of such information, BSC shall populate the Forms with the information provided by you or your Authorized Representatives, and electronically deliver the Forms to the email address specified by you or your Authorized Representative. BSC may also populate, produce and electronically deliver other MPP-related documents for you as available from time to time through its designated website. You acknowledge that BSC may outsource application production and other Services provided through its website, but BSC shall remain fully responsible for ensuring all such outsourced Services comply with the requirements of these Terms of Service.

(ii) Follow-up Services

With respect to any data-populated Forms that BSC transmits to you or your Authorized Representatives by email, BSC offers a follow-up service whereby BSC will contact the mortgage insurance applicants on your behalf in order to ensure the timely completion, processing and/or submission of the Forms (the **“Follow-up Services”**).

The Follow-up Services will include the preparation of follow-up communications on your behalf to the mortgage applicant. BSC will request specific follow-up instructions from you or your Authorized Representatives associated with each application. BSC’s request shall include both a date by which a response is required from you and the action that BSC will take in the absence of any response from you prior to such date (the **“Default Instructions”**). Details and instructions on the follow-up process and the standard Default Instructions can be found under the heading “SafetyCatch Process”, on the following website:

- The English version:
<https://www.mppbroker.com>

- The French version:
<https://www.rphcourtier.com>

You authorize BSC to:

- sign follow-up communication on the Mortgage Broker's and its Representative's behalf; and
- follow the Default Instructions, should the applicable Representative fail to provide alternative specific follow-up instructions by the date BSC specified in its request to such Representative; and
- withdraw the Follow-up Services in respect of certain Representatives, where the Mortgage Broker expressly authorized BSC to do so.

(iii) Document Storage Services

BSC will securely store all information received from you or your Authorized Representatives and copies of all documents prepared by BSC on your behalf. Except in circumstances where the transfer of information or copies of documents may be prohibited by privacy or other applicable laws, you hereby authorize BSC to provide to CSIA, the administrator of the MPP, and/or the Insurer such information and copies of documents relating to the MPP as offered by you as may be reasonably required in connection with the proper underwriting and administration of the insurance program.

(iv) Administrative Support Services

BSC will also provide administrative support services in connection with the Services, including but not limited to:

- (a) assisting with the resolution of any administrative customer enquiries or customer service concerns;
- (b) training and "Help Desk" support for any BSC Software;
- (c) assisting you and your Authorized Representatives in resolving any questions, concerns or issues with the Insurer.

BSC shall set up and maintain adequate staff, toll-free telephone lines, e-mail and other means of support that is necessary, as determined by BSC, in order to provide the administrative support services list above.

4. Use of BSC Software

BSC may provide Mortgage Brokers with access to a website or computer software owned by BSC ("**BSC Software**") to facilitate the delivery and management by BSC of the Services. By agreeing to these Terms of Service, you also agree to the "Terms and Conditions of Use - BSC Software" (see Appendix A) and agree to follow all of the written instructions that BSC may provide from time to time with respect to the use of BSC Software, and related administrative processes.

5. Term and Termination

These Terms of Service commence upon your date of acceptance and continue until terminated. Either party may terminate these Terms of Service at any time, provided the terminating party gives at least 30 days' advance written notice to the other party. Termination of these Terms of Service shall automatically terminate access to and use of the BSC website for all of your Authorized Representatives.

6. Sharing, Use and Ownership of Customer Information

You and your Authorized Representatives shall supply to BSC all customer information that is necessary for BSC to perform the Services. The Mortgage Broker shall supply the customer information in an electronic format that is approved by BSC, either (a) directly to BSC, or (b) by authorizing and directing its System provider to electronically transmit it to BSC as and when required. The Mortgage Broker authorizes BSC to present a copy of this Terms of Service as evidence of its authority to receive Customer Information.

You and BSC shall comply with all applicable privacy legislation in fulfilling our respective obligations under these Terms of Service. You shall require that your Authorized Representatives likewise comply with all applicable privacy legislation in their use of these Terms of Service. In the event that you do not comply with the privacy legislation, you agree to indemnify and hold BSC harmless for any claims, damages, losses, liabilities, costs and expenses of any kind, including all legal fees and costs, suffered by BSC. BSC agrees that customer information will not be used or disclosed for any purpose other than those described herein, except with the express consent of the applicable customer, and that BSC will only disclose customer information without the consent of the Customer where permitted or required by law. BSC shall promptly refer all requests for access to customer information and complaints in respect of same to you. You agree to co-operate with BSC in providing customers with access to their customer information when requested.

You hereby grant permission for BSC to use and store customer information and make copies of it as necessary for the performance of the Services. All customer information submitted by a Mortgage Broker and its/his/her Authorized Representatives remains the sole property of that Mortgage Broker. Upon termination of these Terms of Service, or upon request, BSC will provide all copies of the customer information in BSC's possession or control to the applicable Mortgage Broker.

BSC may store copies of customer information at a secure, off-site location. BSC represents and warrants that the practices and procedures of such offsite location are compliant with the requirements of these Terms of Service and all applicable privacy legislation. BSC further agrees that it will treat all customer information as confidential information and that its own internal practices are compliant with all applicable privacy legislation.

7. BSC Responsible for Compliance with Group Policies, Administrative Agreements, Etc.

You shall provide copies of the Insurance Materials to BSC, which BSC shall hold in strict confidence. BSC shall ensure that all Services provided under these Terms of Service are fully compliant with the Insurance Materials. If you are a Mortgage Broker, BSC will hold you harmless from any liability that may arise from or be associated with BSC's non-compliance with the Insurance Materials.

8. Limitation of Liability

You agree that BSC and its subsidiaries, affiliates, directors, officers, employees, representatives, licensors and licensees shall not be liable to you for any damages of any kind arising from your use of these Services. You agree that this limitation of liability is comprehensive and applies to all damages of any kind, including, but not limited to, direct, indirect, special, incidental, consequential or punitive damages. In no event shall BSC's total liability to you for all damages, losses, and causes of action, whether in contract, tort (including but not limited to negligence) or otherwise, exceed \$100.00 CDN.

9. General

- (i) The relationship between the parties to these Terms of Service is that of independent contractors and nothing contained in these Terms of Service shall create or be deemed to create between the parties a joint venture, partnership or employment relationship.
- (ii) The terms of any section of these Terms of Service that are required to be modified in order to comply with regulatory requirements which may come into force from time to time, may be so modified without effect on any other section of these Terms of Service.

- (iii) All terms and provisions of these Terms of Service are severable and if any term, provision, covenant or condition of these Terms of Service is held by a court or regulatory authority to be invalid, illegal, void or unenforceable, such provision shall be of no force or effect and shall be severed from the remainder of the provisions of these Terms of Service which shall remain in full force and effect.
- (iv) You may, upon reasonable prior written notice, inspect BSC's facilities, systems and books and records during BSC's normal business hours to verify BSC's compliance with these Terms of Service.
- (v) All notices required to be given under these Terms of Service shall be sent to the following addresses:

To You: At the address that you have provided in writing to BSC.

To BSC 110 Nashville Rd.; Suite 201
 Kleinburg, ON L0J 1C0 FAX: (905) 857-7192
- (vi) These Terms of Service, and all documents linked hereto, shall be governed by the laws of the Province of Ontario, and the parties irrevocably attorn to the jurisdiction of the courts of the Province of Ontario as the forum in which such disputes shall be brought, without regard to the conflict of laws rules in the Province of Ontario.
- (vii) These Terms of Service may be assigned by BSC. You may not assign these Terms of Service.
- (viii) BSC reserves the right to change, modify or amend these Terms of Service, or add or remove portions of this website and Services, at any time and you agree to be bound by such changes, modifications, additions or deletions. The current version of these Terms of Service will be posted on the BSC website at all times. Please check back frequently to see any updates or changes to these Terms of Service. Your continued use of these services following the posting of changes will constitute your agreement to be bound by such changes. Updates can be found in the reference centre of www.mppbroker.com
- (ix) These Terms of Service and each of the documents linked hereto, the terms of which are hereby incorporated by reference, constitute the entire agreement between the parties concerning the subject matter hereof, and supersede and replaces any prior verbal agreements or other understandings, whether written or oral between the parties.
- (x) Any failure by any party to exercise its rights, powers or remedies hereunder or any delay by such party in the exercise of any of its rights and remedies hereunder shall not, to the extent permitted by law, operate as a waiver or variation of such or any other right or remedy hereunder.
- (xi) Sections 6 to 8 survive the termination of these Terms of Service.

Appendix A

Terms and Conditions of Use – BSC Software

Please read these Terms and Conditions carefully before using any software that is **provided to you** by BSC (the “Software”). Wherever used herein, “BSC” means Broker Support Centre Inc., and includes its related or affiliated entities, suppliers, and licensors and their respective directors, officers, employees, consultants and Representatives. By using any software that is provided to you by BSC, you are deemed to agree to these Terms and Conditions.

Use of Software and Restrictions on Use

These Terms and Conditions set forth the basis upon which BSC hereby grants to you a limited non-exclusive non-transferable license to use the Software, provided that you have agreed to the Terms and Conditions.

You agree that you will not:

- (a) copy, reproduce, modify, adapt, translate, reverse engineer, decompile, disassemble, lend, rent, lease, merge (with other software), market, sell, distribute, assign, license, sublicense, time share, use in a service bureau or use as an application service provider, the Software, or create other software products on the basis of this Software or parts thereof, or make the Software available to third parties in any form;
- (b) use the Software for any unauthorized or unlawful purpose, including, without limitation, for the production or dissemination of any libelous, defamatory, fraudulent, infringing, abusive, lewd, obscene or pornographic material or in any otherwise objectionable or illegal manner;
- (c) interrupt or attempt to interrupt the operation of the server through which you access the Software;
- (d) restrict, in any way, any other user of the Software or the server through which such user accesses the Software;
- (e) transmit through the Software or to the server through which you access the Software, any viruses, Trojan horses, time bombs, worms or other forms of harmful code that is designed to interrupt, destroy or limit the functionality of any computer software, hardware, or telecommunications equipment;
- (a) knowingly input, through the Software, any information, data, or other content, which is incorrect, inaccurate, fraudulent; and
- (b) do any act that compromises the security of the server through which you access the data resident thereon, or the Software.

Indemnification

To the maximum extent permitted by applicable law, you will defend, indemnify and hold BSC harmless from and against any and all claims, damages, losses, liabilities, costs and expenses of any kind, including all legal fees and costs, arising out of (i) your breach of any provision of these Terms and Conditions, and/or (ii) your use of the Software. BSC reserves the right, in its sole discretion and at its own expense, to assume the exclusive defense and control of any action, claim or matter otherwise subject to indemnification by you. You will co-operate as fully as reasonably required in the defense of any claim.

Changes to Terms and Conditions

BSC reserves the right to make changes to these Terms and Conditions relating to the Software without prior notice. We will post an updated version of these Terms and Conditions on our web site from time to time. Your continued use of the Software constitutes acceptance of these changes from time to time.

Account Password and Security

You may be issued a user name and password to use the Software. You are solely responsible for the confidentiality of your user name and password. In the event of any known or suspected unauthorized use of your user name or password, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your user name or password, immediately notify the BSC. In the event of a breach of security, you will remain liable for any unauthorized use of your user name and password until you notify the BSC of such breach of security.

Disclaimer of Warranties

THE SOFTWARE AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BSC DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE WITH RESPECT TO THE SOFTWARE AND SERVICES. BSC DOES NOT WARRANT THAT THE FUNCTIONS OR THE CONTENTS OF THE SOFTWARE WILL MEET YOUR REQUIREMENTS, OR THAT THE SOFTWARE OR ITS CONTENTS ARE FIT FOR ANY PARTICULAR PURPOSE, OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE OR ACCURATE, OR THAT DEFECTS WILL BE CORRECTED, OR THAT THE SOFTWARE IS FREE OF VIRUSES, WORMS, OR OTHER HARMFUL COMPONENTS.

BSC DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SOFTWARE AND ANY CUSTOMER DATA IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, SECURITY, TIMELINESS, SEQUENCE, AUTHENTICITY OR COMPLETENESS OR OTHERWISE AND DISCLAIMS ANY RESPONSIBILITY THEREFOR.

BSC DOES NOT WARRANT ACCESS TO THE INTERNET OR ANY OTHER SERVICE THROUGH WHICH YOU ACCESS THE SOFTWARE. YOU ACKNOWLEDGE AND AGREE THAT YOU MUST PROVIDE YOUR OWN ACCESS TO THE SOFTWARE AND PAY ANY SERVICE FEES ASSOCIATED WITH SUCH ACCESS AND THAT YOU WILL PROVIDE ALL EQUIPMENT NECESSARY TO MAKE SUCH CONNECTION TO THE SERVER HOSTING THE SOFTWARE, INCLUDING A COMPUTER AND A MODEM. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY HAVE OTHER RIGHTS AS WELL, WHICH VARY FROM JURISDICTION TO JURISDICTION.

Limitation of Liability

BSC SHALL NOT BE LIABLE OR OBLIGATED IN ANY MANNER FOR ANY EXEMPLARY, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT PRODUCT LIABILITY OR OTHERWISE RESULTING FROM THE USE OF THE SOFTWARE. THE AGGREGATE LIABILITY OF BSC AND UNDER THIS AGREEMENT SHALL NOT EXCEED \$100.00 IN CANADIAN FUNDS.

Proprietary Rights

The Software is owned by BSC and the structure, organization and code of the Software are valuable trade secrets of BSC. The Software is also protected by Canadian and U.S. copyright law and international treaty provisions. Trade marks shall be used in accordance with accepted trade mark practice, including identification of trade marks owners' names. Trade marks can only be used to identify printouts produced by the Software and such use does not give you any rights of ownership in such trade marks. These Terms and Conditions do not grant to you any intellectual property rights in and to the Software or any part thereof and provides only the Terms and Conditions under which you are licensed to use the Software. These Terms and Conditions are not an agreement for the sale of the Software to you.

Governing Law

These Terms and Conditions will be governed by the Province of Ontario and the laws of Canada applicable therein. If any part of these Terms and Conditions are found void and unenforceable, such finding will not affect the validity of the balance of these Terms and Conditions, which shall remain valid and enforceable according to their terms.

Termination

These Terms and Conditions will terminate immediately without notice from BSC if, in BSC's sole discretion, you fail to comply with any material term or provision hereof or if BSC believes that you, by your conduct, have violated any applicable law or are acting contrary to the interests of BSC. All warranties, limitations on liability, indemnities and proprietary rights shall survive termination of these Terms and Conditions and you agree to remain bound by those provisions that survive termination.

General Provisions

These Terms and Conditions set forth BSC's entire liability and your exclusive remedy with respect to the Software. You acknowledge that these Terms and Conditions are a complete statement of the agreement between you and BSC and that there are no other prior or contemporaneous understandings, promises, representations or descriptions regarding the Software. These Terms and Conditions do not limit any rights that BSC may have under trade secret, copyright, patent, trademark or other laws. BSC representatives are not authorized to make modifications to these Terms and Conditions or to make any additional representations, commitments, or warranties binding on BSC other than in writing signed by an officer of BSC. Accordingly, such additional statements are not binding on BSC and you should not rely upon such statements. If any provision of these Terms and Conditions is invalid or unenforceable under applicable law then it is to that extent deemed admitted and the remaining provisions will continue in full force and effect.