



Service Agreement - Consent & Disclosure

This agreement is between Quantus Mortgage Solutions (QMS/we) and the Borrower(s) (you). This Agreement begins on the date it is signed and continues until the mortgage/loan provided has been terminated between you and the lender.

Services

QMS will collect your personal information to determine your identity and credit eligibility. QMS will submit your financing application and other documentation to the lender. QMS will also refer your information for home, auto, and life insurance quotes through our affiliate company, Home Auto Life Ltd.

Should you wish to not proceed with a Home – Auto – Life quote at this time please initial here:

Applicant: _____ Co-Applicant: _____

Credit Bureau Consent:

You authorize us to obtain credit report(s) from Equifax, TransUnion or other credit reporting agency.

Politically Exposed Person (PEP):

Do you or an immediate family member hold or have ever held a political position in/or on behalf of a foreign country? Do you or a family member hold or have you held within the last 5 years a political position in or on behalf of the federal government, provincial government, or municipal government in Canada?

Applicant: **Yes or No** Co-Applicant: **Yes or No**

Personal and confidential information

You give your consent to us to collect, maintain, use, and disclose your personal information for the purpose of this Agreement and for all uses consistent with arranging and/or renewing loans, mortgages, other financing and or Home, Auto and Life insurance.

You agree, we will collect your personal information from any person or source that has personal information about you. You authorize them to release your personal information to us.

You agree we can provide your personal information and financing application to each potential lender, insurer, insurance agent/broker or service provider, and they may receive this information to maintain records relating to you, including your Social Insurance Number if you provide it.

You agree, each potential lender, and we can verify any information from any source for the purposes of this agreement and arranging and/or renewing loans, mortgages or other financing.

You agree we will retain your personal information for safekeeping in accordance with the *Real Estate Act of Alberta*, the *Personal Information Protection Act (PIPA)* and the *Personal Information Protection and Electronic Documents Act (PIPEDA)*, whether or not your financing is approved or funded. You agree, we may send the application and personal information to a corporate office of the brokerage and hold the information securely with access restricted to individuals who have a need to deal with the information.

We will not:

- Give out any of your confidential information without your consent, unless required by law.
- Use confidential information we receive from you or that we get from performing under this agreement for any other purpose than those in this agreement unless you agree in writing.

Our duty to keep your information confidential continues after this agreement ends. You understand the use of the information is to determine your credit eligibility.

You agree we may advise my Realtor/Builder/Financial Planner or other _____ about the progress of your application.

Early end to this agreement

Despite the end date listed at the beginning of this agreement, the agreement ends immediately if any of these things happen:

- We both agree in writing to an earlier end date.
- Our licence to deal in mortgages is suspended or cancelled.
- We are bankrupt, insolvent, or we are in receivership.
- You materially breach this agreement and we give you written notice to end it, or we materially breach this agreement and you give us written notice to end it.

If the agreement ends for any of these reasons, there will be no effect on our rights and your rights under this agreement.

Other details about this agreement

The laws of the Province of Alberta govern this agreement. Words in the singular meaning may be read as plural when required by the context. The clause numbers will change as necessary, if there are changes in this agreement. Any future changes to this agreement must be in writing and signed by both of us to be effective. You agree the information provided to us and the financing application is true and correct. You acknowledge this agreement accurately sets out what both of us agree to. You acknowledge that you have read and received a copy of this Agreement.

Our fee

We will receive our fee for this mortgage transaction from the lender. We may (will) also receive monies or non-monetary benefits from the lender or referral source that include additional fees based on our volume of business with the lender, our efficiency with the lender, travel/gifts, attendance at seminars or conferences, and other_____.

Our responsibilities

We will review your personal information and documents received to confirm your identity and your credit eligibility. If further verification is required, we will notify all parties to any potential transaction of any changes.

We may provide related financial services. **We will act as an intermediary between you and the lender(s) .**

- **Our responsibilities to you in an intermediary relationship include:** be honest; exercise reasonable care and skill; gather your intended property and financial information to determine the lending options available to you; disclose and explain finance options for your consideration; complete and submit documentation to the lender; and keep you informed of the progress of your application.
- **Our responsibilities to the lender are:** be honest; exercise reasonable care and skill; complete and submit documentation to the lender; disclose what steps were taken to verify information and documentation as part of the application process; and keep the lender informed of the progress of the application.

Your responsibilities: Communicate and cooperate with us;

- Be honest; Give us personal and financial information and keep us updated on any changes;
- Pay all applicable expenses (if they apply) for a **credit report, appraisal, Alberta Registries report and courier charges for the purpose of this agreement whether or not you receive approval or funding.**
- Pay for any costs we incur to verify your personal information. We will discuss these expenses with you prior to proceeding. QMS prides itself on providing a professional service and an exceptional experience. In the case you experienced something different, you agree to inform QMS management within a reasonable amount of time and you will work with QMS management in good faith to find an agreeable solution.

Contact information

You and we may communicate and deliver documents and information to each other in person, by mail, or electronically.

You acknowledge and agree to our privacy policy, which you have been afforded an opportunity to review, and you hereby consent to receiving email and other communications from us even after the end of this service agreement. You may opt-out at any point via written or electronic communication.

SIGNED AND DATED this _____ day of _____, 20_____.

Borrower Name (please print)_____

Borrower Signature_____

Borrower Name (please print)_____

Borrower Signature_____