



## CONSENT TO ELECTRONIC DELIVERY Terms and Conditions

These Terms and Conditions apply to the electronic delivery of Documents relating to your Fairstone Financial Inc. ("Fairstone") account(s) and or EdenPark Inc. ("EdenPark") account(s). We recommend that you save a copy of these Terms and Conditions for your records and future reference. These Terms and Conditions replace any previous terms and conditions provided to you in respect of electronic delivery of Documents and apply in addition to your other agreements with us.

### DEFINITIONS

"Account" means the Fairstone and/or EdenPark accounts associated with the products or services issued to you by us, including any new accounts that we open for you in the future.

"Account Profile" means your secure Fairstone Online Account Management profile.

"Consent Terms and Conditions" means this Consent to Electronic Delivery Terms and Conditions.

"Documents" means the documents listed in Section 1.

"Online Account Management" means the secure online Account service that Fairstone customers can access on [Fairstone.ca/en/login](https://Fairstone.ca/en/login)

"Statements" means any statements for your Account(s) that are provided or otherwise delivered to you including any periodic credit statements.

"We", "Fairstone", "EdenPark", "our" or "us" means Fairstone Financial Inc. and EdenPark, collectively.

"You" or "your" mean each person who holds an Account with us and who consent to us providing us electronic delivery of Documents.

**1. Consent and When It Takes Effect:** You consent to us providing the following and other information to you through Online Account Management or by other electronic means:

- a. Applications for your Accounts and any related forms;
- b. Statements for your Accounts;
- c. Your agreements and any changes to your agreements;
- d. Interest rates, fees and other items mentioned in the disclosure statements we send to you from time to time with respect to your Accounts;
- e. This Consent Terms and Conditions and any changes to this Consent Terms and Conditions;
- f. Mortgage prepayment notices;
- g. Updates to your credit plan on your retail point of sale account;
- h. Communications about your Accounts and relevant terms and conditions and/or changes to our policies including our Privacy Statement located at [Fairstone.ca/en/privacy](https://Fairstone.ca/en/privacy) and/or [EdenParkCanada.com/privacy](https://EdenParkCanada.com/privacy) and any other changes for which notice is required;
- i. Communications arising from legal actions, causes of action, complaints, claims, applications to administrative tribunals, legal demands or otherwise;
- j. Alerts providing you with notifications, reminders, or Account-related instructions; and
- k. Any other confirmation, notice, disclosure, or information that we are required by law to provide you in writing relating to your Account(s).

Your consent to receive Documents will take effect once we have received your agreement to Consent Terms and Conditions with your e-mail address provided above.

Depending on your enrollment date, you may continue to receive Documents, including Statements, by mail for one or more statement cycles. During this time, you will also receive Statements electronically. Once your Documents enrollment is set up, you will be notified by e-mail when new Documents are available to review online.

Your Statements and other Documents are intended to be viewed in PDF format and require Adobe® Reader, or other compatible software, for view. In order to keep copies for your records, you will need to have access to a printer or have the ability to download information.

**2. Oral Consent:** If you orally consent to us providing you Documents electronically, this confirms your consent. If you do not agree to these Consent Terms and Conditions, you may revoke your consent as described in Section 6.

### **3. Account Specific Electronic Delivery of Documents:**

a. For Point-of-Sale Financing:

- i. You must create an Account Profile on Online account management to electronically receive your monthly Statement. If you provide consent to receive your Statements electronically, it will take effect on your next monthly Statement cycle unless you have not created your Account Profile. You will continue to receive paper Statements until you create your Account Profile.
- ii. When your Statement is ready, or when we provide any other Documents to you, we will send you an e-mail notification to your designated Account Profile email address advising you that your Document is available for viewing and can be accessed by logging onto Online Account Management under “Purchase Financing Accounts.”
- iii. You will receive your loan agreement through a secure email we send, and you should print or download a copy of the loan agreement for your records.
- iv. You will receive written confirmation of your oral consent and any subsequent revocation of your consent electronically via email or by paper delivery.

b. For Secured and Unsecured Personal Loans:

- i. When a new Document is available you will receive an email advising you that its available for viewing and how it can be accessed. If you electronically sign your Unsecured Personal Loan agreement, a copy will be made available through Online Account Management under “Personal loan accounts.” In some circumstances your Loan Agreement will be available immediately through a secure link provided in that email, and you will be instructed to download a copy of the Document for your records.
- ii. You will receive written confirmation of your oral consent and any subsequent revocation of your consent either electronically via email or by paper delivery.

c. For Fairstone Automobile Loans and EdenPark Automobile Loans:

- i. When a new Document is available you will receive an email advising you it is available for viewing and how it can be accessed. If you electronically sign any Document, a copy will be made available. In some circumstances your Document will be available immediately through a secure link provided in that email, and you will be instructed to download a copy of the Document for your records.
- ii. You will receive written confirmation of your oral consent and any subsequent revocation of your consent either electronically via email or by paper delivery.

**4. Length of Time Documents are Available:** You understand and agree that you must promptly access and review your Documents and will be responsible for retaining a copy of your Documents for your records. You will be able to obtain, review, print, save and download your Statement or any other Document for a period of 24 months after they are posted through Online Account Management.

You acknowledge that your Documents are deemed to have been provided to you and are deemed to have been received by you on the day that the Documents are posted online by us, emailed to you, or we send you a secure email to eSign your loan agreement.

For *EdenPark* Automobile Loans, you will be able to obtain, review, print, save and download your secured electronically received documents for a period of 120 days. Should the timeframe expire, you may contact customer service at the number corresponding to your Account identified in Section 5 to request new copies to be sent to you electronically via email or by paper delivery.

**5. Your Obligations to Provide Valid Email Address:** We are not responsible if you do not receive email notifications due to your email address changing or being invalid or due to systems failures, interruptions in communications systems, your email settings, or any other reasons. It is your sole responsibility to adjust your email service settings and any anti-spam filters so you will receive our email notifications. If you are unable to access Online Account Management for any reason, you should revoke your consent as described in Section 6.

You also acknowledge that you are responsible for notifying us immediately in the event of any change in your e-mail address. You may change your e-mail address by calling your local branch where your Account is located, through the chat function in your secure Online Account Management account or by calling customer service at the following numbers corresponding to your Account:

- a. Retail Point-of-Sale Financing Account Holders from 8 a.m.–8 p.m. EST Monday–Friday:
  - i. Best Buy account holders call 1-866-508-7765
  - ii. Brault & Martineau/Tanguay/EconoMax account holders call 1-844-807-1301
  - iii. All other account holders call 1-888-638-2274
- b. Secured and Unsecured Personal Loan account holders:
  - i. Account holders call 1-800-995-2274 from 8 a.m.–5 p.m. EST Monday–Friday
- c. Fairstone Automobile Financing Account Holders:
  - i. Call 1-855-348-4060, Select option 4 (customers) from Monday to Friday: 9 a.m.–9 p.m. EST and Saturday: 11 a.m.–8 p.m. EST
- d. *EdenPark* Automobile Financing Account Holders:
  - i. Call 1-833-761-8977 from Monday to Friday: 8 a.m.–9 p.m. EST and Saturday: 9 a.m.–5 pm. EST

**6. Revoking Consent:** You may revoke your consent to receive Documents at any time by calling your branch where your Account is located, calling customer service at the numbers corresponding to your Account identified in Section 5, or through the chat function in your secure Online Account Management account. We will confirm to you in writing either electronically by email or by paper delivery that we have received your revocation and specify when it takes effect. Once we receive any such request, it will take up to 30 days to process the request and you may continue to receive Documents during the processing time.

**7. Changing These Terms and Conditions:** We may change these Consent Terms and Conditions at any time by sending you notice through electronic or paper delivery. If you do not wish to accept the change, you may terminate your consent to receive Documents by providing us with notice as set out in Section 6 above. You agree that we can terminate our Documents service and revert to printed mailed Documents for any reason at any time.

**8. Limitation of Liability:** You acknowledge that not all e-mail communication is secure and therefore you agree that we will have no liability to you whatsoever for any loss, claim or damages arising from or to, any e-mail or other electronic communication that we have submitted to you or you to us, including any failure to receive any e-mail notification or failure to review your Statement, including any failure by you to pay amounts owing on your Account.

**9. Applicable Law:** These Consent Terms and Conditions will be interpreted in accordance with Canadian law and with the applicable laws of the province or territory in which you reside (or the applicable laws of Ontario if you reside outside of Canada). In the event of a dispute, you agree that the courts in the province or territory where you reside (or the applicable laws of Ontario if you reside outside of Canada) will have exclusive jurisdiction over any dispute arising in connection with these Consent Terms and Conditions.

**10. Providing Documents by Paper:** We reserve the right to provide you with Documents by paper delivery if we are unable to provide electronic delivery, have reason to believe you may not have received the Document, or otherwise consider it appropriate. Any paper delivery will be provided to you at the most current mailing address we have on file for your Account.

**11. For Customers Residing in Quebec:** You confirm that you have expressly requested that these terms and conditions and all related Documents be drafted in English. *Vous confirmez avoir expressément demandé que ces modalités et tous les Documents s'y rapportant soient rédigés en anglais.*