



Terms and Conditions

Effective: August 18, 2016

These terms (the "Terms") govern your use of this web site (the "Site") operated by Commodo Lending Company Inc., operating as mycommodo.com. Throughout these Terms, the terms "mycommodo.com," "we," "our" and "us" refer to [Commodo Lending Company Inc.], the owner of the Site, while you, the person accessing and utilizing the Site, are referred to as "you" and "yours".

Use of Site

1. By agreeing with our Terms & Conditions, you also acknowledge and agree to mycommodo.com's privacy policy.
2. You acknowledge the mycommodo.com is a mortgage brokerage who arranges mortgages with other 3rd-party mortgage lenders and does not lend its own money. mycommodo.com is an independently owned and operated mortgage brokerage licensed under the Financial Services Commission of Ontario (FSCO).

Mortgage Process

Validity of Information and Documentation

3. When creating an application and/or filling in details of your application, you hereby agree that all information upon which mycommodo.com relies on to process your mortgage is complete, accurate, and current. Details of your application hereby includes all relevant supporting documentation, including originals and copies, that a lender requires is complete, accurate, true and current.
4. mycommodo.com uses this documentation to approve you to arrange financing for a mortgage. Any fraudulent or incomplete documentation/information given during the mortgage process will result in a decline from either mycommodo.com and/or its affiliated 3rd party lenders. By agreeing to these terms and conditions you hereby waive mycommodo.com of any liability whatsoever for any omissions, fraudulent information given and/or any misrepresentations on your application.
5. If mycommodo.com, its 3rd party lenders, and/or Genworth Canada or CMHC deems your application to be fraudulent, you are hereby notified that mycommodo.com will not proceed with financing and will contact other lenders on your behalf of suspicion.
6. Mycommodo.com is hereby waived of any and all actions taken by the lender.

Credit Check & Employment Verification Consent

7. By submitting a mortgage application with mycommodo.com, you agree that the information you have given mycommodo.com on the application is complete and accurate. You consent to being contacted by one of our representatives regarding our products and services. You agree

that you have read our Privacy Policy and these Terms, and that you consent to, and accept this as written consent to authorize mycommodo.com to contact your employer to verify your employment and to obtain a copy of your credit report from one of the Canadian credit reporting agencies. You also consent to us using your personal information for the purpose of confirming your identity, determining whether you are eligible for the mortgages for which you have applied to, and for any other purpose necessary to manage and operate our business and which are identified in our Privacy Policy.

Bidding Process

8. During the bidding phase, mycommodo.com does not release any identifiable information to mycommodo.com's brokers/agents ("brokers") such as your name, address or SIN. Brokers/agents are only able to view your file number, city of the subject property to be financed, debt ratios and credit score. All application information is released to the broker ONLY after they have "won" your application in order to close your mortgage. mycommodo.com practices security of your information through SSL-encryption, however, waives itself of any liability of information leakage that may or may not occur during transmission through a medium.
9. Rates that are used to bid during the bidding process are not guaranteed until a valid lender commitment has been issued. Rates are conditional based upon qualifying factors of your application, however, brokers can estimate the rate you will receive based on the information viewed in the bidding process outlined in Section 8 of mycommodo.com's terms and conditions.
10. By agreeing to these terms and conditions, you hereby acknowledge that rates cannot be guaranteed until all relevant supporting documentation has been submitted and reviewed by the lender.
11. The Annual Percentage Rate (APR), if applicable, includes the interest rate paid on the mortgage and all other relevant fees paid upon closing. These include, but are not limited to, legal fees, appraisals, administrative fees or any other fees charged by mycommodo.com or the lender.
12. NO INFORMATION THAT MYCOMMODO.COM PROVIDES EITHER ONLINE, ORALLY OR THROUGH ANY FORM OF ADVERTISING CONSTITUTES AN APPROVAL, GUARANTEE OR INTEREST RATE HOLD.

No Warranty

13. We make reasonable efforts to ensure the accuracy and completeness of the information, material and content provided on the pages of the Site (the "Information") and believe that the Information is reliable when placed on the Site. However, we cannot guarantee that the Information is accurate or complete or current at all times. MYCOMMODO.COM and our directors, officers and employees shall have no obligation to update the Information and shall have no liability for any inaccuracies, errors or omissions with respect to the Information, regardless of the source or cause of any such errors or omissions. The Information or the Site may be changed, withdrawn or terminated at any time without notice. To the fullest extent permitted by law, the Site and Information are provided on an "as is" basis without any warranty, representation or endorsement of any kind, express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title or non-infringement. The Information may include technical inaccuracies or typographical errors. The

Information may not be accurate or current, may not apply to your particular situation, or may not be suitable or appropriate for you. We strongly urge you to consult a professional or some other authority in the appropriate field before using any of the Information, and you acknowledge that the Site is not intended to, and should not be considered to, provide any legal, tax, financial planning or accounting advice. If you require advice in such fields, you should consult the appropriate professional advisors. We shall not be liable for any direct, indirect, incidental, special, consequential, accessories or punitive damage or any other damages whatsoever and howsoever caused, arising out of or in connection with the use of the Site or in reliance on the Information, including any loss of use, lost data, lost business profits, business interruption, personal injury or any other pecuniary loss, whether the action is in contract, tort (including negligence) or other tortious action. We disclaim any liability for unauthorized use or reproduction of any portion of the Site or Information.

14. When using the Site, information will be transmitted over a medium that is beyond the control and jurisdiction of MYCOMMODO.COM. Accordingly, MYCOMMODO.COM assumes no liability for or relating to the delay, failure, interruption or corruption of any data or other information transmitted in connection with use of the Site. MYCOMMODO.COM makes no warranty or representation that the Site will be available at any particular time or location, or that any defects or errors will be corrected, or that the Site is free of viruses or other harmful elements. MYCOMMODO.COM disclaims all liability for any computer viruses, worms or other damaging, invasive or disabling computer code that may be loaded into users' computers when users download documents from this Site. You are strongly advised to obtain and use appropriate anti-virus and security software. To the fullest extent permitted by law, MYCOMMODO.COM hereby expressly disclaims and by using this Site you waive all conditions, representations and warranties, either express or implied, statutory or otherwise, including but not limited to any implied conditions, representations or warranties of merchantability, compatibility, non-infringement of third parties' rights or fitness for particular purpose, and MYCOMMODO.COM makes no representation or warranty as to the results that may be obtained from the site. You specifically agree that MYCOMMODO.COM shall not be responsible for unauthorized access to or alteration of the Site or your transmissions or data, any material or data sent or received or not sent or received, or any transactions entered into through the Site. You specifically agree that MYCOMMODO.COM is not responsible or liable for any threatening, defamatory, obscene, offensive or illegal content or conduct of any other party or any infringement of another's rights, including intellectual property rights. You specifically agree that MYCOMMODO.COM is not responsible for any content sent using or included in the Site by any third party.
15. To the fullest extent permitted by law, none of MYCOMMODO.COM or any third parties mentioned on the Site are nor will they be liable for any damages (including, without limitation, direct, special, indirect, incidental, consequential or punitive damages, personal injury/wrongful death, lost profits, or damages resulting from lost data or business interruption) resulting from the use (or inability to use) the Site, the Information, or arising out of any action taken in response to or as a result of any Information. This limitation applies whether the alleged liability is based on warranty, contract, tort or any other legal theory, and whether or not MYCOMMODO.COM is advised of the possibility of such damages. You hereby waive any and all

claims against MYCOMMODO.COM, and its affiliates, agents, representatives and licensors arising out of your use of the Site and the Information. If for any reason or in any circumstance MYCOMMODO.COM is found liable to you, the maximum aggregate liability to you, for any and all claims arising in any way in relation to your viewing or use of the Site, your acquisition or use of any product or service available on or through the Site, or otherwise, is CDN\$10.00.

16. We reserve the right, in our sole discretion and at any time with or without notice to you, to terminate your access to all or any part of the Site, without any liability to you or any other person.

Use of Emails

17. Absent the use of encryption, the Internet is not a secure medium and privacy cannot be ensured. Regular unencrypted email is vulnerable to interception and forging. You should not send any confidential, proprietary or sensitive information through the Internet using regular, unencrypted emails. We will not be responsible in any manner for any direct, indirect, special or consequential damages, however caused, you or any third party may suffer as a result of the transmission of confidential, proprietary or sensitive information that you make to us through the Internet using regular, unencrypted emails, or that you expressly or implicitly authorize us to make, or for any errors or any changes made to any transmitted information.

Cookies and Internet Based Advertising

18. The Site uses “cookies”, a technology that installs a small amount of information on a visitor’s computer to permit the Site to recognize future visits using that computer. Cookies enhance the convenience and use of the Site. For example, the information provided through cookies is used to recognize you as a previous user of the Site, to track your activity at the Site, to respond to your needs, and to otherwise facilitate your experience. You may choose to decline cookies if your browser permits, but doing so may affect your use of the Site and your ability to access certain features of the Site or engage in transactions through the Site. MYCOMMODO.COM may use web cookies or pixel tags to compile tracking information reports regarding Site user demographics, Site traffic patterns, and Site activities. We may then provide these reports to advertisers and others. None of the tracking information in these reports can be connected to the identities or other personal information of individual users. MYCOMMODO.COM display interest-based advertising using information you make available to us when you interact with our Site, content, or services.

Indemnification

19. You agree to reimburse mycommodo.com, its directors, officers, agents, employees, partners, and service providers (collectively, “Indemnities” and each an “Indemnity”) for all losses, damages, and costs, including reasonable legal counsel fees, arising in relation to any breach by you of these Terms, the Specific Disclaimers and/or your use or misuse of the Site or any Content, unless mycommodo.com settles any action or claim regarding which it seeks reimbursement from you without first seeking your approval of such settlement and permitting a reasonable period of time (not to exceed 5 business days) for your response.