

**Agreement for Internet Platform Users
For Personal Property Security Act (PPSA) Transactions**

Between _____ (Subscriber) and Credit Risk Management Canada (CRM)

1. Subscriber will provide Credit Risk Management Canada with all transaction particulars, information and instructions on the internet platform.
2. Subscriber shall input such data in accordance with Credit Risk Management Canada guidelines. Credit Risk Management Canada reserves the right to amend those guidelines from time to time as may be necessary to conform to registration requirements.
3. Subscriber assumes full responsibility for the accuracy and completeness of all information so furnished and acknowledges that Credit Risk Management Canada will rely upon such information in preparation of PPSA transactions and documents.
4. The liability of Credit Risk Management Canada for any error or omission shall be strictly limited to the cost of preparation and registration of such documents as may be necessary to correct any error for which Credit Risk Management Canada is responsible, regardless of whether which error arises from negligence of Credit Risk Management Canada employees or otherwise.
5. Subscriber acknowledges that PPSA provides that the effect of any registration may be invalidated by reason of error or omission. Accordingly, Subscriber hereby undertakes that they will carefully check and review the Verification Statement for accuracy and completeness within 24 hours of receipt thereof and inform Credit Risk Management Canada in writing within 48 hours of receipt, of any error or omission.
6. In the event that Credit Risk Management Canada is notified of any error or omission, Credit Risk Management Canada will forthwith prepare and register such documents as may be necessary to correct the same, at the expense of Subscriber if the error is the responsibility of the Subscriber, and at its own expense if the error or omission occurred in circumstances described in paragraph 4 above.
7. In the event that no notification of error or omission is received by Credit Risk Management Canada within 48 hours as provided in paragraph 5 above, Subscriber shall be conclusively deemed to have confirmed the accuracy and completeness of the information on the Verification Statement.
8. Credit Risk Management Canada shall not be liable to the client or any third party of any malfunction, interruption, failure, delay, error or omission in the communication or transmission of information.
9. Credit Risk Management Canada reserves the right, upon 30 days written notice, to amend the schedule of charges for services rendered pursuant to this agreement. All such charges are subject to applicable taxes and all disbursements incurred in connection with PPSA transactions shall be for Subscriber's account in addition to such charges.
10. Subscriber may be required to submit a deposit to Credit Risk Management Canada equal to the first month's estimated disbursements to cover the government disbursement portion that is paid in advance to the Government of Province in which the transaction is completed.
11. Except as expressly stated in this agreement, Credit Risk Management Canada makes no warranty, express or implied, oral or written with respect to the services to be rendered by Credit Risk Management Canada hereunder.
12. By the act of using the CRM internet platform, the subscriber consents to this license and all of its provisions whereas Credit Risk Management Canada has developed and owns title to a computer software program and an internet platform ("the licensed program") which facilitates transactions under the Personal Property Security Act, and which also facilitates access to provincial government programs for the purpose of searches under the Act ("the services"); and whereas subscriber wishes to obtain the right and license from Credit Risk Management Canada to use the licensed program upon the terms and conditions hereinafter set forth.
13. Subscriber agrees that it will not copy the licensed program, or allow it to be copied or reproduced in whole or in part, in any manner whatsoever, without the prior written consent of Credit Risk Management Canada, which consent shall not unreasonably be withheld or delayed.
14. It is the responsibility of Subscriber to manage the use of all user identification codes and passwords assigned by CRM to Subscriber since all transactions initiated through the use of these user ID's /passwords are payable by Subscriber.
15. Transactions are processed Monday – Friday between the hours of 8:00 am and 5:00 pm EST.
Telephone support is available toll free at 1-800-267-0490 ext. 202 between the hours of 8:00 am and 8:00 pm EST.

We agree to the above terms and conditions:

Credit Risk Management Canada
Per: _____
(authorized signature(s))

Subscriber Name: _____
Per: _____
(authorized signature(s))

Date: _____

Date: _____

Phone: 1 800 267 0490 Fax: 1 800 350 7772

ONPC-1 (Ontario)