

## Application Terms and Conditions

By creating or attempting to create an application (“**Application**”) to Canada Mortgage and Housing Corporation on behalf of the Government of Canada (“**CMHC**”) for funding under the Canada Emergency Commercial Rent Assistance (the “**CECRA Program**”), each Property Owner and each Applicant Designated Contact (on behalf of itself and each Property Owner that it represents) hereby acknowledges and agrees to the following terms and conditions:

**1. Collection of Corporate Information and Personal Information (collectively, the “Information”).** CMHC (and parties working on its behalf or collaborating with CMHC to administer the CECRA Program, where applicable) may collect information about each Property Owner and each Applicant Designated Contact (in respect of itself and each Property Owner that it represents), its authorized representatives and/or agents and/or tenant(s), as applicable, including information about any business legal entity (“**Corporate Information**”) and “**Personal Information**” (meaning any information about an identifiable individual, which may also include the Personal Information of the Property Owner’s tenants or sub-tenants, that is recorded in any form), from or through: (i) the on-line Application form and its attachments (whether upon the saving of inputted Information into the form prior to submission of the Application, or upon submission of the Application) and supplementary Information provided by each Property Owner and each Applicant Designated Contact (on behalf of itself and each Property Owner that it represents); or (ii) other sources, such as references, credit reporting agencies, provinces, territories or municipalities, as will be specified in the CECRA Program. In addition, CMHC may collect Corporate Information that is presently in CMHC’s possession arising out of, or in connection with, each Property Owner’s and each Applicant Designated Contact’s prior or existing relationship(s) with CMHC, such as from CMHC programs or products. Completion of the Application for funding under the CECRA Program and the delivery to CMHC of any signed consents is voluntary; however, failure of any Property Owner and any Applicant Designated Contact (on behalf of itself and each Property Owner that it represents) to provide such signed consents and any required Information in connection with an Application (including within stated deadlines that may be specified in writing by or on behalf of CMHC) may result in the elimination of the Application from consideration. If any of the collected Information changes or becomes inaccurate, each Property Owner and each Applicant Designated Contact (on behalf of itself and each Property Owner that it represents), as applicable, must promptly notify CMHC in writing of the change.

### 2. Use and Disclosure of Information.

a) Each Property Owner and each Applicant Designated Contact (on behalf of itself and each Property Owner that it represents) agrees that the Information collected in connection with an Application may be used or disclosed for the following purposes:

- (i) to assess the Property Owner’s eligibility under the CECRA Program;
- (ii) to assess the Application, including for prioritization of applications received;
- (iii) for any purpose related to the provision, servicing, administration, assignment, financing and enforcement of any applicable loan to be advanced under the CECRA Program;
- (v) for Information verification and due diligence purposes, including to detect and protect CMHC from errors and fraud;
- (vii) for analytics, policy analysis, data analysis, auditing and research by CMHC;
- (viii) for evaluation and efficient administration of the CECRA Program; and
- (ix) for use by CMHC and the Government of Canada for any purpose related to the *National Housing Act* (Canada).

b) Upon submission of the Application, CMHC and parties working on its behalf or collaborating with CMHC to administer the CECRA Program (which may include other third party institutions CMHC considers appropriate for the administration of the CECRA Program), where applicable, are authorized to collect, process and store the Information and disclose it, on a need to know basis, for the purposes outlined in subsection 2(a) above, to:

- (i) employees of CMHC and the employees of any applicable parties in the administration of the CECRA Program;
- (ii) the office of the Minister responsible for CMHC;
- (iii) the Government of Canada and any other related governmental bodies; and/or
- (iv) provinces, territories, municipalities or any other party otherwise collaborating with CMHC in the CECRA Program.

**3. Proprietary and/or Confidential Information.** All Information regarding the terms and conditions and financial and/or technical aspects of the proposal by any Property Owner and any Applicant Designated Contact (on behalf of itself and each Property Owner that it represents) that are proprietary or confidential in nature have been and will be marked "PROPRIETARY" or "CONFIDENTIAL" when submitted to CMHC. Proprietary and confidential markings shall be included beside each item or at the top of each page containing Information that the Property Owner and the Applicant Designated Contact (acting on behalf of itself and each Property Owner that it represents) wishes to protect from disclosure. CMHC will make all reasonable efforts to protect the documents of each Property Owner and each Applicant Designated Contact (acting on behalf of itself and each Property Owner that it represents) and Information so marked from disclosure. Notwithstanding the foregoing, (i) CMHC shall have no liability of any kind to any Property Owner or to any Applicant Designated Contact (acting on behalf of itself and each Property Owner that it represents), or any other party, based on inadvertent or unintentional disclosure of proprietary or confidential Information; and (ii) CMHC is authorized to disclose proprietary or confidential Information, on a need to know basis, to the parties listed in subsection 2(b). Each Property Owner and each Applicant Designated Contact (on behalf of itself and each Property Owner that it represents) has been advised that as a Crown corporation, CMHC is subject to federal legislation including the *Access to Information Act* and the *Privacy Act*. In certain specific circumstances, Information submitted to CMHC by each Property Owner and each Applicant Designated Contact (on behalf of itself and each Property Owner that it represents) may be required to be disclosed pursuant to federal legislation. In such cases, to the extent reasonably possible and permitted under the law, CMHC will make efforts to advise the Property Owner and/or the Applicant Designated Contact (on behalf of itself and each Property Owner that it represents), as applicable, of the required disclosure prior to releasing the Information.

**4. Contact.** CMHC and parties working on its behalf are each authorized to contact any person listed in the Application (including the Applicant Designated Contact, any agent of the Property Owner or tenant or sub-tenant of the Property-Owner) to consider the Property Owner's eligibility for the funding requested or in connection with the administration of the CECRA Program and may send such person(s) information by email or other means of communication.

**5. Verification and Credit Inquiries.** Where applicable to determine creditworthiness for funding in the form of a loan, each Property Owner and each Applicant Designated Contact (on behalf of itself and each Property Owner that it represents) authorizes CMHC and parties collaborating with CMHC to administer the CECRA Program to: (i) obtain business credit reports or individual credit reports or both, where applicable (for example, on sole proprietors, surety/guarantors, for-profit corporate entities, not-for-profit organizations) to perform a credit check and verify information provided by or on behalf of a Property Owner and to assess the Property-Owner's application; and (ii) make any other inquiries required, including without limitation, obtaining corporate and business information, to assess the Property Owner's application.

**6. Integrity Checks.** Each Property Owner and each Applicant Designated Contact (on behalf of itself and each Property Owner that it represents) authorizes CMHC (and parties working on its behalf or collaborating with CMHC to administer the CECRA Program, where applicable) to conduct general integrity and criminal record checks and other similar screening ("**Integrity Screening**") of each Property Owner and each Applicant Designated Contact to assess the Property Owner's eligibility for receipt of funding under the CECRA Program. CMHC may additionally require Integrity Screening to be performed on any parties affiliated with the Property Owner, including without limitation, its directors, shareholders and beneficial owners, and each Property Owner and each Applicant Designated Contact (on behalf of itself and each Property Owner that it represents) shall cause to be delivered to CMHC, consents to such Integrity Screening being performed duly signed by such affiliated parties, if requested by CMHC. Furthermore, each Property Owner and each Applicant Designated Contact (on behalf of each Property Owner that it represents) shall be required to obtain consents from tenants, in the form required by CMHC, prior to disclosing any tenant Personal Information to CMHC in connection with the CECRA Program.

**7. Acknowledgement.** Each Property Owner and each Applicant Designated Contact (on behalf of itself and each Property Owner that it represents) acknowledges that: (i) any acknowledgement of receipt of the submitted Application shall not constitute an approval of the application or a guarantee that the Property Owner will receive any funding; (ii) the application and any other submitted materials will not be returned to the Property Owner and/or the Applicant Designated Contact (acting on behalf of each Property Owner that it represents); and (iii) each Property Owner and each Applicant Designated Contact (on behalf of itself and each Property Owner that

it represents) is not entitled to any compensation for any work related to, or materials supplied in connection with, the Application.

**8. Release.** By creating or attempting to create an Application to CMHC under the CECRA Program, and upon submission of an Application, each Property Owner and each Applicant Designated Contact (on behalf of itself and each Property Owner that it represents) applying or purporting to apply for the CECRA Program releases and forever discharges the Government of Canada, CMHC, any funding partners including their agents and representatives and any parties working on their behalf or collaborating with CMHC to administer the CECRA Program, where applicable, from any and all actions, causes of action, allegations, suits, debts, costs, claims and demands of whatsoever kind or nature arising out of, or in connection with, the Property Owner's application or attempted application made in connection with the CECRA Program, including the assessment, evaluation and any selection process and any use of this website. The Government of Canada, CMHC, any funding partners including their agents and representatives and any parties working on their behalf or collaborating with CMHC to administer the CECRA Program, where applicable, are not responsible for applications that are lost, late, misdirected or delayed for any reason, including for any failure of the website or technical malfunctions related thereto.

**9. Access to Information and Privacy Statement.** Where Personal Information is collected, the collection, use and disclosure of Personal Information shall be in accordance with the federal *Privacy Act*. Personal Information collected by CMHC for the purpose of the CECRA Program can be found in CMHC's Info Source Publication on their website under the following Personal Information Bank: CMHC PPU 230, CECRA Program. The *Privacy Act* provides individuals with a right to access their Personal Information that is under the control of CMHC, to request corrections of their Personal Information and to file a complaint to the Privacy Commissioner of Canada regarding CMHC's handling of Personal Information. Please direct any questions, comments, concerns, requests for Personal Information or complaints to CMHC's Access to Information and Privacy Office at (613) 748-2501 or visit our website at <https://www.cmhc-schl.gc.ca/en/about-cmhc/corporate-reporting/transparency/access-to-information-and-privacy-protection>.

**10. Headings for Convenience Only.** The headings used in these terms and conditions are intended for convenience or reference only and do not affect the interpretation of the provisions of these terms and conditions.

By clicking "I Agree", I certify that I am authorized to create an Application for and on behalf of the Property Owner. I certify that the information provided is, to the best of my and the Property Owner's knowledge and ability, complete, accurate and correct. On behalf of myself and each Property Owner that I represent, as applicable, I have read and understood the terms and conditions described above and acknowledge and accept that they shall apply upon the creation of, or my attempt to create, an Application. I confirm that each of the Property Owner and tenant(s) and/or sub-tenant(s), as applicable, has voluntarily consented to the collection, use and disclosure of Information for the purposes of the CECRA Program.