

# Mobile Wallet Terms and Conditions Tims Credit Card Mastercard®

**Last Updated: June 1, 2023**

## 1. INTRODUCTION

These Mobile Wallet Terms and Conditions (these “**Terms**”) apply when you choose to add, keep, or use a Tims Credit Card Mastercard (the “**Card**”) in an eligible mobile payment wallet service (“**Wallet**”) on any compatible device that supports the Wallet (each, a “**Device**”). If you do not agree with these Terms, you must not add, attempt to add, use or keep the Card in the Wallet. By adding or attempting to add the Card to a Wallet or using or keeping the Card in a Wallet, you accept and agree to be bound by these Terms.

Your Card is issued to you by ATB Financial pursuant to license by Mastercard International Incorporated and is powered by Neo.

Please read these Terms carefully. These Terms are a legal agreement between you, ATB and Neo and, along with the cardholder Agreement, govern all transactions made with the Card through a Wallet. The defined terms used in these Terms have the meaning(s) given to them in these Terms. If a term is capitalized but not defined in these Terms, it has the meaning given to it in the Tims Credit Card Mastercard Agreement (the “**Agreement**”). The words “**you**” and “**your**” means a cardholder (If this includes more than one person or entity, “you” means each one of you) and the words “**us**”, “**we**”, “**our**”, or “**Neo**” means Neo Financial Technologies Inc.

If you have any questions or concerns regarding these Terms or if you are having problems using your Card through the Wallet to make purchases, we encourage you to contact us through email, the Tims App, in-app chat support, or by calling us at [1-855-505-1964](tel:1-855-505-1964).

In these Terms, the words:

**ATB** means ATB Financial.

**Authorized User** has the meaning set out in your Agreement.

**Card Account** means the Tims Credit Card account that we have opened for and in the name of the Primary Cardholder(s).

**Cardholder** means each Primary Cardholder and each Authorized User.

**Credentials** has the meaning set out in Section 6.

**Network** means Mastercard®.

**Notification** has the meaning set out in Section 9.

**Primary Cardholder** has the meaning set out in your Agreement.

**Service Provider** has the meaning set out in Section 2.

Any words importing the singular number only shall include the plural and vice versa. All other capitalized terms used in these Terms and not defined above are defined elsewhere in these Terms.

## 2. APPLICABILITY OF TERMS

These Terms apply to your loading and use of your Card in each Wallet. You understand that your use of your Card in a Wallet is also subject to the agreements or terms of use of the Wallet provider, third-party wireless companies, and data service providers and other third parties who are involved in the operation of the Wallet, services related to the Wallet, transactions conducted using the Wallet, or provision of Devices, none of whom are related to or controlled by us (each, a **"Service Provider"**).

## 3. ADDING A CARD

Your Card may be added to an eligible Wallet by following the instructions of the Wallet provider. Only Cards that we indicate are eligible can be added to a Wallet. When eligible, your Card may be added to multiple Wallets and used on multiple Devices. You may not add a Card to a Wallet or use a Card in a Wallet if at any time: (i) your Card or related Card Account is not in good standing; (ii) your Card has been cancelled or suspended; (iii) we cannot authenticate the Card in accordance with our procedures; (iv) we suspect there may be fraud in connection with your Card or use of your Card; or (v) we have suspended or terminated your Card's eligibility for use with a Wallet. Additional requirements or restrictions may also be imposed by Service Providers.

## 4. YOUR AGREEMENT TERMS DO NOT CHANGE

The terms of the Agreement in place between you, ATB and Neo in respect to your Card do not change when you add an eligible Card to the Wallet, and will continue to govern any Cards enrolled in the Wallet. Nothing in these Terms supersedes, replaces or otherwise modifies your Agreement. This means that any applicable interest, fees and charges that apply to your Card will also apply when you utilize the Wallet to access your Card. When your Card is enrolled in the Wallet, your Device will be deemed a Card for the purposes of the Agreement, as the context requires.

While Neo does not charge you any fees for adding an eligible Card to the Wallet, the Wallet provider or other third parties (such as wireless carriers, data service providers and other Service Providers) may charge you service fees in connection with your use of your Device or the Wallet. Service Provider fees may form part of the transaction amount that is charged to your Card when using the Wallet and the nature and amount of those fees may be unknown to us. You agree that Service Provider fees may be charged to your Card when processing a transaction conducted using the Wallet and that you are responsible for paying such Service Provider fees. You agree that Neo and ATB are not responsible for identifying, disclosing or verifying Service Provider fees.

## 5. WE ARE NOT RESPONSIBLE FOR THE WALLET

Neo and ATB are not responsible for the performance or non-performance of the Wallet or for you being unable to use the Wallet for any transaction. The Wallet may not be accepted

at all places where your Card is accepted or outside of Canada. Neo and ATB are not responsible in the event that a merchant refuses to accept a payment using the Wallet.

Because Neo and ATB are not the Wallet provider, we are only responsible for the Card and for supplying information securely to the Wallet provider to allow the Card to be used in the Wallet. Neo and ATB do not provide any support or assistance for any hardware, software, or other services of a Service Provider related to the operation of the Wallet or a Device used with the Wallet.

Neo and ATB are not responsible for the security of information that you provide to them or that is stored in the Wallet. Neo and ATB are not responsible if there is a security breach affecting any information stored in the Wallet or sent from the Wallet. The Wallet may be terminated by the Wallet provider at any time.

## 6. SECURITY

You are responsible for the care and safety of your username, user ID, passwords, passcodes and any other information (including biometric information) and credentials required for you to make purchases with your Card using the Wallet or using other Wallet services ("**Credentials**"). You will keep the Credentials confidential and secure from all persons. If you share your Credentials or Device with others (including without limitation, by allowing others to enroll their fingerprint, set up a passcode on your Device or otherwise), they may be able to access your Device and the Wallet to make purchases with your Card through the Wallet, view transactions on your Device (including by way of Notifications, which may be visible on your Device without any requirement for you to enter a login or password), or otherwise obtain your personal information.

You must notify us immediately through the Tims App, email, chat, or by calling [1-855-505-1964](tel:1-855-505-1964) in the event that you believe your Credentials have been lost, compromised or stolen or that someone may have used your Credentials without your authorization. You may also need to notify your Wallet provider.

In addition, given that your Device can be used like a Card to make purchases, you must notify us in the event that your Device is lost or stolen in the same manner as if your actual Card was lost or stolen. You may also need to notify your Wallet provider. We will resolve any potential fraudulent purchases in accordance with your Agreement.

Except as expressly provided in these Terms, the Agreement, or unless prohibited by law, you are responsible and liable for all transactions conducted through the Wallet using your Card. Please refer to your Agreement for more information about your liability for unauthorized transactions.

## 7. USING THE WALLET

The Wallet provides you with another method to make purchases with your Card. The Wallet allows you and anyone else who has access to, and use, of your Device to make purchases using a Card that has been added to the Wallet wherever the Wallet is accepted, subject to Card activation and pre-set limits (which are subject to change). When you use your Card through the Wallet to transact with a merchant, it is the same as if you swiped, inserted, waved, tapped or otherwise presented your physical Card or signed the credit

card slip or electronic signature device presented by the merchant or inputted your personal identification number to transact.

Wallet transactions will be added to your Card Account billing statement, transaction history and Card Account statements (as applicable). You are financially responsible for all such transactions and associated interest charges and fees in accordance with the Agreement. Please remember if you are using a Card in the Wallet that requires you to activate the Card, you may have to activate the Card before using it in the Wallet.

Neo, the Wallet provider, and/or the merchant may, in each of their discretion, establish from time to time a maximum dollar limit for a single transaction that may be completed using your Card to make purchases through the Wallet. As a result, you may not be able to use the Wallet to complete a transaction, even if your Card Account is in good standing. If a transaction is not completed because it exceeds a maximum dollar limit, we encourage you to use your physical Card to complete the transaction.

## 8. REMOVING A CARD FROM THE WALLET

Neo reserves the right to discontinue offering or supporting any Card enrolled in the Wallet. We can, in our discretion, also block, suspend, restrict or terminate the use of an otherwise eligible Card from the Wallet at any time, subject to applicable law, including if: (i) we suspect fraud on your Card; (ii) your Card Account is no longer in good standing; (iii) you violate these Terms or your Agreement; (iv) applicable laws change; or (v) directed to do so by the Network.

You can remove one or more of your Cards from the Wallet by following the Wallet provider's procedures for removal.

Before you sell, give away, or dispose of your Device, you must remove your Cards from the Wallet, otherwise the Card may be available to the person who obtains your Device and you will remain responsible for any transactions completed with your Device.

## 9. NOTIFICATIONS

You may receive notifications, through a notification system on your Device, upon completing transactions using your Card, including transactions linked to both your physical Card and the Wallet (each a "**Notification**"). You may turn off Notifications at any time by adjusting the settings in the operating system of your Device. Neo and ATB are not responsible for any failure to provide you with information (including Notifications) through the Wallet at any time or for any reason. You should not rely on Notifications to confirm the final amount of any transaction. There may be transactions for amounts that are different than your final purchase when it is posted to your Card Account. Refer to your Card Account billing statement, transaction history or Card Account statement, as applicable, to confirm the final amount of any transaction.

## 10. DISCLAIMER OF WARRANTIES / LIMITATION OF LIABILITY

You agree and acknowledge that your use of the Wallet is at your own risk. Neo and ATB are not responsible for the security, accuracy or any other aspect of the content or function of the Wallet or for any third party's products or services provided in connection

with the Wallet. You acknowledge that Neo and ATB are not responsible for access, use and maintenance of a Card in the Wallet, as Neo and ATB do not operate or control the Wallet, the Wallet provider, the Network, the Service Providers or the networks of wireless carriers. To the fullest extent permitted by law, the Card in the Wallet is provided to you “as is” and “as available” with all defects that may exist from time to time and without warranty of any kind. Neo and ATB further disclaim all warranties and conditions with respect to the Wallet.

Neo and ATB will not be responsible for: (i) any circumstance that delays, interrupts or otherwise impacts or prevents your ability to use your Card with the Wallet; (ii) the accuracy of information displayed through the Wallet or on your Device; (iii) the accuracy of information displayed through any wireless service used to access, use or maintain your Card in the Wallet; (iv) the privacy or security of the electronic transmission of personal information through any third party connections and the Network; or (v) if there is a security breach affecting any information that is stored in or sent from the Wallet or your Device.

## 11. PRIVACY

By requesting to enroll a Card in the Wallet, you acknowledge that Neo will collect from you and share with the Wallet provider, the Network and with other Service Providers, certain personal information about you to enable you to enroll your Card in the Wallet and use the Wallet. Such information includes your name, your address and information about your Card. You understand and acknowledge that the Wallet provider, the Network and the Service Providers will also have access to certain details with respect to Card transactions made using the Wallet. Neo uses and shares this information with the Wallet provider, the Network and with other Service Providers:

- a. to verify your identity;
- b. to authenticate the provisioning of your Card to the Wallet provider;
- c. to provide you access to the Wallet;
- d. to support your Card in the Wallet;
- e. to complete any purchase you make using the Card through the Wallet;
- f. to make transactional information available to you in the Wallet (for example, to display transactions linked to both your physical Card and the Wallet);
- g. to monitor your Card Account for fraud;
- h. for internal analytics and reporting; and
- i. to monitor and enforce Neo’s Privacy Policy.

You hereby consent to the collection, use and disclosure of your information for these purposes and in accordance with our Privacy Policy, which can be accessed at [www.neofinancial.com/privacy-policy](http://www.neofinancial.com/privacy-policy). You can withdraw your consent at any time, subject to our legal and contractual requirements; however, if you withdraw your consent this may limit your ability to use the Wallet. If you have any questions regarding the collection, use or disclosure of your personal information, by us or our Service Providers (including our Service Providers outside of Canada), or if you wish to request access to or correction of your personal information, you may contact Neo's Privacy Officer by sending an e-mail to: [privacy@neofinancial.com](mailto:privacy@neofinancial.com), or a letter to:

Attention: Privacy Officer

Neo Financial Technologies Inc.  
#400 - 200 8 Ave SW,  
Calgary, AB T2P 1B5

You acknowledge and agree that any information provided to the Wallet provider, the Network or other Service Providers is subject to their security policies and governed by their respective privacy policies.

## 12. AMENDMENTS / TERMINATION

Neo reserves the right to stop participating in the Wallet and accordingly, Neo may terminate these Terms and availability of the Wallet for your Cards at any time. We may also amend these Terms at any time by providing notice to you of such amendments as required by applicable law. Notice of the amendments may be given either before or after the coming into effect of such amendments. Your use of your Card in the Wallet after the later of either the notice or the date the amendment comes into effect, constitutes your consent to such amendments. You can terminate these Terms at any time by removing all your Cards from the Wallet.

## 13. NOTICES

By enrolling your Card in the Wallet, you consent to receive electronic communications, notifications and messages from Neo and from Service Providers working on our behalf to service your Card Accounts with respect to the use of your Card in the Wallet, including enrollment and transaction information, by way of: (i) e-mail, to the e-mail address you have provided to us in connection with your Card and the Wallet; (ii) by SMS text; (iii) through the Wallet and/or Wallet provider itself; and (iv) through Notifications. You agree to update your cellular telephone number and e-mail address in the event that it changes through the Tims App or by calling [1-855-505-1964](tel:1-855-505-1964). You may contact us if you wish to withdraw your consent to receive such electronic notification, but if you do so, you may be unable to use the Wallet.

## 14. CHOICE OF LAW AND JURISDICTION

These Terms shall be governed and interpreted in accordance with the laws in force of the province or territory in which you reside and you agree to submit to the jurisdiction of the courts of the province or territory in which you reside. If you no longer reside in Canada, these Terms shall be governed by and interpreted in accordance with the laws of the province of Alberta and the laws of Canada applicable in that province.

## 15. HEADINGS

The headings to each section of these Terms are added for convenience and do not change the meaning of any provision of these Terms.

## 16. LANGUAGE

These Terms are available in French and the French version can be accessed by clicking on this link. By adding a Card to the Wallet and using the English version of the enrollment process, you confirm that:

- (a) the French version of these Terms has been provided to you, as you can access the French version of these Terms through the link provided in this section;
- (b) it is your express wish to be bound only by the English version of these Terms; and
- (c) all related documents and communications made to you under these Terms be provided to you in English only.

Les présentes Conditions sont disponibles en français et la version en français est disponible en cliquant sur ce lien. En demandant une carte de crédit Tims en utilisant la version anglaise du processus de demande, vous confirmez que:

- (a) la version française des présentes Conditions vous a été remise, puisque vous pouvez y accéder par le biais du lien prévu aux présentes ;
- (b) c'est votre volonté expresse d'être lié uniquement par la version anglaise des présentes Conditions; et
- (c) tout document se rattachant aux présentes Conditions et toute communication avec vous en vertu des présentes Conditions vous soient fournis uniquement en anglais.

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