

Tims Credit Card Mastercard® Agreement

Effective: June 1, 2023

This Tims Credit Card Mastercard Agreement (this “**Agreement**”) sets out the terms and conditions that apply to your Tims Credit Card and is between you, ATB Financial and Neo. Your Card is issued by ATB Financial and powered by Neo.

1. INTRODUCTION

1.1. Definitions

In this Agreement, the words:

ATB means ATB Financial;

ATM means an automated teller machine;

Authorized User means a person to whom a Card has been issued under the Card Account at the request or authorization of a Primary Cardholder, if Authorized Users are permitted by Neo from time to time;

Billing Period means, for a particular Statement, the period ending on the Statement Date shown on that Statement and beginning the day after the Statement Date of the previous Statement;

Card means a digital, virtual or physical Tims Credit Card – powered by Neo, issued by ATB pursuant to license by MCI, and any additional or replacement cards, which may be issued to you from time to time under this Agreement, including any mobile wallet, virtual payment method or any other device deemed to be a Tims Credit Card which you can use to incur charges on the Card Account;

Cardholder means each Primary Cardholder and each Authorized User;

Card Account means the Tims Credit Card account that we have opened for and in the name of the Primary Cardholder(s) and that is linked to your Card;

Cash Advance means an advance of cash (if authorized) obtained through the use of, or in connection with, a Card including cash withdrawals from an ATM and cash like transactions such as Balance Transfers, money orders, wire transfers,

traveler's cheques, and gambling transactions (including betting, off track betting, race track wagers, casino gaming chips and lottery tickets), to the extent any such options are made available by Neo from time to time;

Charges means all amounts posted or charged to the Card Account, including all amounts posted or charged in connection with Purchases, Cash Advances, fees, service charges, credit charges, interest charges, and any other amounts payable under this Agreement;

Debt means all obligations, indebtedness and liabilities of any kind whatsoever which any Cardholder incurs under this Agreement or in connection with the use of your Card, including all Charges posted to the Card Account and all accrued interest;

Instalment Plan means an eligible Purchase that has been converted into equal instalment payments that are repayable over a fixed period of time pursuant to agreed upon terms;

MCI means Mastercard International Inc.;

Neo means Neo Financial Technologies Inc.;

New Balance means the total of any previously billed Charges (including all accrued interest thereon) that are shown as a "previous balance" on the Statement, plus the total of any new Charges on the Statement that have not been previously billed, less payments, credits, certain adjustments and transactions converted to an Instalment Plan;

Obligations means the Primary Cardholder's obligations to repay all Debt, all your other obligations owing to us under or in connection with this Agreement and any costs and expenses that we incur in enforcing your obligations under this Agreement;

PIN means a personal identification number which is provided by Neo or selected by a Cardholder, and which authenticates a Cardholder when a Card is used at merchant terminals, ATMs or other devices that require a PIN;

Pre-Authorized Bill Payment means a pre-authorized payment, set up by you, to be withdrawn from a designated bank account for the purpose of paying amounts owing on your Card Account according to the specific terms agreed to at the time of enrollment in this feature;

Primary Cardholder means each person who applied for the Card, who is liable to repay the Debt and in whose name the Card Account has been opened;

Purchase means a purchase of goods or services (or both) obtained by a Cardholder from any merchant honouring the Card;

Rate and Fee Schedule means the Tims Credit Card Mastercard Disclosure Statement, Rate and Fee Schedule that is sent with the Card when ATB issues the Card to you. The Rate and Fee Schedule forms part of this Agreement. A copy of the Rate and Fee Schedule is provided with each Card via the Tims App;

Security Credential means a PIN, password, including an Account Password or Cardholder Password, or other security credential;

Statement means a monthly billing statement for each Card Account;

Statement Date means the last day of your Billing Period;

Tims App means the Tims Financial mobile application where you can access your Statements, view your Card Account balance and other information about your Card Account, and make payments;

Wallet means a mobile wallet application or any other electronic payment system into which your Card may be enrolled or added by you;

We, our, and us refer to Neo;

You, your or yours means each Cardholder. If this includes more than one person or entity, "you" means each one of you;

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

1.2. General Terms

You agree to, and are bound by, all of the terms and conditions of this Agreement if:

- (a) you were given the opportunity to review this Agreement during your application process and accepted this Agreement; or

- (b) if a Card is accepted, used or allowed to be used in any manner; or
- (c) if the Card Account is used.

If you are a resident of Quebec, you will be bound by the terms and conditions of this Agreement once the actions set out in (b) or (c) have occurred.

If you do not want to be bound by this Agreement (and provided none of the actions set out in (a), (b) or (c) has occurred), all Cards must be immediately cut through the magnetic stripe and chip or otherwise destroyed and returned to us at Neo Financial Technologies Inc., 400 - 200 8 Ave SW, Calgary, AB T2P 1B5.

If applicable, this Agreement replaces any Agreement previously provided to you for the Card Account. You can find the current version of this Agreement in the Tims App. However, the promises you made and consents you gave in your application for the Card continue to apply.

All Cardholders are bound by this Agreement except that only Primary Cardholders are liable to repay the Debt to Neo, including all Debt incurred by any Authorized User. If there is more than one Primary Cardholder, each Primary Cardholder is jointly and severally (and, in Quebec, solidarily) liable with each other Primary Cardholder to repay the Debt to Neo, including all Debt incurred by any Authorized User.

The Tims Credit Card, powered by Neo is issued by ATB pursuant to license by MCI. As such, ATB may collect, use, disclose and otherwise handle your personal information in its role as the issuer of your Card in accordance with this Agreement and its [Privacy Statement](#). ATB may also provide you with communications and notices related to your Card Account and this Agreement.

2. ACCOUNTS AND CARD ISSUANCE

2.1. Account Opening and Card Issuance

Subject to the terms of this Agreement, we will open a Card Account in the name(s) of the Primary Cardholder(s). We will extend credit to the Primary Cardholder(s) by way of Charges to the Card Account, including, without limitation, those Charges made by an Authorized User, in accordance with the terms of this Agreement.

To access the Card Account, we will issue a physical Card to you as well as a virtual Card in the Tims App, which can be added to approved Wallets. If you add your Card to an approved Wallet, you will be required to accept our Mobile Wallet Terms and Conditions, as well as any terms required by the provider of the Wallet.

Charges incurred with your Card will be charged to the Card Account and will be Debt for which each Primary Cardholder shall be jointly and severally (and, in Quebec, solidarily) liable to repay to Neo. This means that each Primary Cardholder is responsible for all amounts owing to Neo on the Card Account, including, without limitation, Charges incurred by any Authorized User, regardless of which Cardholder incurred the Charge.

Unless we receive prior instructions from any Primary Cardholder to the contrary, we will issue renewal and replacement Cards to each Cardholder prior to the expiry date indicated on the Card last issued to you. An Authorized User may instruct us not to issue or renew their own Card but may not provide instructions regarding any other Card.

This Agreement applies to all transactions made with your Card, including contactless transactions and any transactions using a Wallet. We may and/or participating merchants may, in their discretion, establish a maximum dollar limit from time to time for a single contactless or digital or mobile transaction. As a result, you may need to use your physical Card to complete a transaction if you exceed these limits.

To open a Card Account, you represent and warrant that you are the legal age of majority and a resident of one of the Provinces or Territories of Canada. If you move out of Canada, you agree: (i) to pay us all that you owe us without any deductions for any taxes and withholdings that your new country may impose; and (ii) to close your Account with us prior to moving.

2.2. Authority and Instructions

At our sole discretion, we may take instructions from any Primary Cardholder without the approval of any other Cardholder, and we may treat each Primary Cardholder as a designated agent for the other. If we permit, any Primary Cardholder may authorize (i) additional Cards to be issued to additional Cardholders or the closure of the Card Account without notice to any other Cardholder. We may limit the number of Cards issued on the Card Account.

2.3. Credit Limit

At or near the time the Card Account is opened, you will be provided with the maximum aggregate amount of Charges that may remain outstanding at any time in the Card Account. This amount will be the "**Credit Limit**" for the Card Account. The Credit Limit is shared among all Cards issued on the Card Account and any applicable Instalment Plans.

If we require you to provide security funds in accordance with Section 8 below, your Credit Limit will be equal to the amount of security funds held by us as "**Collateral Security**." For greater certainty, if we need to apply all or a portion of your security funds in satisfaction of your Obligations in accordance with Section 8 below, this means your Credit Limit will be reduced.

If a Primary Cardholder has consented and/or requested, we may increase the Credit Limit. If you reside in the Province of Quebec, we may increase the Credit Limit only on the express request of the Primary Cardholders. The Primary Cardholder(s) may request Neo to change the Credit Limit at any time; however, we are not required to do so. You acknowledge that we may decrease the Credit Limit at any time and for any reason (whether you are in default or not) without notice to you.

The current Credit Limit is shown on each monthly Statement.

We may also limit the portion of your Credit Limit that may be used for Cash Advances. If you have reached the limit we have set for Cash Advances, we may, at our discretion, not allow you to draw further Cash Advances until you make payments that, in accordance with the manner in which we apply payments under this Agreement, reduce the portion of the outstanding Debt that relates to Cash Advances. You may also have a daily limit for Cash Advances that may be withdrawn. These limits may be adjusted from time to time by us without notice to you.

Merchants may require that certain Purchases be pre-authorized. In such case, your available credit will decrease by the pre-authorized amount, regardless of whether you receive goods or services at that time.

Cards must not be used in a manner which would cause the unpaid balance of the Card Account to exceed, at any time, the authorized Credit Limit of the Card Account in effect at such time, unless we or our authorized agent approve the particular transaction. Although we are not required to, if we have permitted you

to exceed the authorized Credit Limit of the Card Account, the Primary Cardholder(s) must pay: (i) the amount that exceeds the Credit Limit, on demand, and (ii) except for residents of Québec, any over limit fee that we may charge. The Primary Cardholder(s) remains liable for all Debt whether or not it exceeds the Credit Limit.

2.4. Security Credentials

Neo may issue you Security Credentials or provide other Card Account information to enable you to use the Card issued to you to make Purchases and obtain Cash Advances on the Card Account in accordance with this Agreement.

At or near the time the Card Account is opened, a Primary Cardholder must select and input a password to access their Card Account (the “**Account Password**”). We may, at our discretion, issue a separate password to any Authorized User (each a “**Cardholder Password**”), which will enable an Authorized User to access the Card Account as is permitted under this Agreement.

Neo will also provide you with information on how to change your PIN and/or other Security Credentials and will provide the Primary Cardholder(s) with information on how to change the Account Password and Cardholder Password. You may, from time to time, change the PIN and/or other Security Credentials applicable to your Card and the Primary Cardholder(s) may, from time to time, change the Account Password or a Cardholder Password, in either case, upon notice to us and in accordance with our procedures as then in effect; however, such change will only be effective once it has been inputted into our or our agent’s systems.

2.5. Care and Control of Card Information, PIN, Password and other Security Credentials

Protecting the security of the Card and Card Account is very important. Each Cardholder is responsible for the care and control of the Card, Card number, three-digit security code, Security Credentials and other Card Account information. Subject to Section 9.2, if someone uses your Card or Card Account, Security Credentials and other Card Account information to obtain the benefits of your Card, the Primary Cardholder(s) will be fully responsible for all Debt incurred in connection with such use (whether or not such Debt was incurred by you and you release us from any claim or liability whatsoever that you may have against us or them with respect to the use of that Security Credential).

You agree to take the following safeguards in securing your Card and Card Account:

- (a) keep your Security Credentials strictly confidential;
- (b) keep your Security Credentials and other Card Account information separate from your Card at all times;
- (c) select a Security Credential that is not easily determined by others (Security Credential based upon a birthday, phone number, social insurance number, address, etc. must not be used);
- (d) take reasonable steps to ensure that no unauthorized persons know your Security Credentials, Card number, three-digit security code, and other Card Account information including while you key in your PIN or provide password(s).

If you have enabled transactions to be made on your device or SIM, you must ensure that your Security Credentials and any virtual or digital Cards are deleted before you sell or dispose of your device or SIM, or immediately, if your device or SIM is lost or stolen.

3. CHARGES, INTEREST AND FEES

3.1. Use of Card

Prior to the expiry date printed on the Card, you may use the Card, as applicable, to charge to the Card Account:

- (a) the amount of all Purchases made using the Card; and
- (b) Cash Advances.

If you make a bill payment from your Card Account at an ATM or via the Tims App, if available, such payment will be treated as a Cash Advance. Bill payments made by pre-authorized charges to your Card Account or via a merchant's website on the Internet will be treated as Purchases.

Cards may be used either by a Cardholder presenting the Card to a merchant, or without physical presentation of the Card to a merchant (such as by mail order, internet, telephone, mobile digital wallet, or any other electronic means) and in any such case, the Cardholder will be deemed to have entered into the transaction as if the Cardholder physically presented the Card.

Neo will record all transactions (Purchases and Cash Advances) related to the use of, or in connection with a Card, as well as all applicable service charges, interest and other credit charges, fees, credits, and adjustments relating to such Card on the Card Account. **All transactions posted to the Card Account, other than payments, credits, certain adjustments and transactions converted to an Instalment Plan, shall constitute a Charge to the Card Account.**

Goods or services which have been obtained with the Card may not be returned for a cash refund.

A Card must only be used by the Cardholder in whose name it has been issued. You agree that each transaction made on the Card Account will be only for personal purposes. The Card must not be used for any illegal, improper or unlawful purpose. **Neo reserves the right to refuse authorizations for any transactions from time to time without advance notice if we suspect unauthorized or improper use of the Card or Card Account.**

3.2. Grace Period, Interest and Other Charges

3.2.1. Interest Grace Period

Interest and other credit charges accrue on Charges from (and including) the date each such Charge is posted to the Card Account. If the entire New Balance on a particular Statement is paid by the payment due date shown on that Statement ("**Payment Due Date**"), you will not be charged interest or other credit charges on such Charges (other than fees associated with Cash Advances) appearing on that Statement. However, if the entire New Balance of a Statement is not paid by the Payment Due Date for that Statement, interest or other credit charges on such Charges will not be waived and will be charged from (and including) the date each such Charges are posted to the Card Account and will appear on your next Statement. Also, any Charges that are converted into an Instalment Plan do not form part of the New Balance and do not get the benefit of a grace period.

Interest and other credit charges are never waived for transactions which are Cash Advances (including Balance Transfers, and bill payments made through ATMs or the Tims App) or their associated fees.

3.2.2. Interest

Interest will be charged as follows:

(a) if you pay in full by the Payment Due Date the entire **New Balance** shown on your Statement, interest will be charged only on:

(i) Cash Advances (including Balance Transfers) and their associated fees from (and including) the date the Cash Advance is recorded on the Card Account (as indicated by the post date on the Statement); and

(ii) all other Charges (including all accrued interest thereon) shown on the Statement which also appeared on the previous Statement;

and in both cases will continue to be charged until payment of such amounts have been received and applied, in accordance with the terms of this Agreement, and, if necessary, even after we have obtained judgment.

(b) if you do not pay in full by the Payment Due Date the entire New Balance shown on your Statement, interest will be charged on:

(i) Cash Advances (including Balance Transfers) from (and including) the date the Cash Advance is recorded on the Card Account (as indicated by the post date on the Statement);

(ii) Purchases, charges and fees shown on that month's Statement. Interest is calculated from the transaction date or amount is recorded on the Card Account (as indicated by the post date on the Statement); and

(iii) all other Charges (including all accrued interest thereon) shown on the Statement which also appeared on the previous Statement;

and in all circumstances, will continue to be charged until payment of such amounts have been received and applied, in accordance with the terms of this Agreement, and, if necessary, even after we have obtained judgment.

Interest is calculated daily by:

(a) multiplying the total daily interest-bearing balance of the Charges (except for Cash Advances) on the Card Account at the end of each day by the annual rate of interest for Purchases in effect for that day and dividing that by the actual number of days in a year; and

(b) multiplying the total daily interest-bearing balance comprised of Cash Advances (including Balance Transfers), on the Card Account at the end of each

day by the annual rate of interest for Cash Advances in effect for that day and dividing that by the actual number of days in a year.

For each Statement, to determine the amount of interest owing we add together all of the interest charges for each day in the Billing Period in respect of that Statement, calculated as set out above. Although interest is calculated daily, it is only added to your Charges as of each Statement Date at the applicable rate depending on the type of transaction.

The initial annual interest rates that will be used to calculate the interest charges under this Agreement will be the rates shown in the Tims App and in the current version of the Rate and Fee Schedule. We explain in the next Section how your annual interest rates may change. The current annual interest rates will also be disclosed on each Statement and in the current version of the Rate and Fee Schedule.

Where you do not pay the entire New Balance in full by the Payment Due Date, interest will be compounded monthly on the Statement Date. This means that the amount of any outstanding unpaid interest will be added to your Charges and will accrue interest at the rate and in the manner applicable to the Charges in respect of which it was incurred.

3.2.3. Changes to Interest/Credit Rates

The annual interest/credit rates that apply to the Card Account may change from time to time in accordance with this Agreement and as described in the Rate and Fee Schedule. As described in the Rate and Fee Schedule, the applicable annual interest/credit rates that apply to the Card Account (for Purchases and Cash Advances) may increase from a preferred rate to a default rate (if applicable), or from a standard rate to a default rate, if you do not pay at least the Minimum Balance Due by the Payment Due Date shown on your Statement. In such case, the increased annual interest/credit rate shown in the Rate and Fee Schedule will apply until you have paid at least the Minimum Balance Due by the Payment Due Date for the required number of Billing Periods indicated in the Rate and Fee Schedule, in which case, the applicable annual interest/credit rates will be decreased, effective from (and including) the first day of the next Billing Period following such payment, to the standard rate.

We may make changes to the standard, preferred or default interest/credit rates that apply to the Card Account at any time. We will provide you advance notification of any interest/credit rate changes if required by law.

3.3. Charges Made in Foreign Currency

All Purchases and Cash Advances made in a currency other than Canadian dollars effected through the use of a Card will be converted into Canadian dollars, before they are recorded on the Card Account. The currency will be converted based upon the conversion rate set by MCI at the time the foreign transaction is presented for payment to MCI. In addition, a foreign currency conversion fee set by Neo from time to time as disclosed in the Rate and Fee Schedule will be added to the converted amount for both Purchases and Cash Advances. Additionally, for Cash Advances, Cash Advance fees (as disclosed in the Rate and Fee Schedule) will be charged to the Card Account and will be displayed separately on the Statement.

If you receive a credit to the Card Account for a Purchase made in a foreign currency, before it is recorded on the Card Account, it will be converted into Canadian dollars based upon the conversion rate set by MCI at the time the foreign transaction is presented to us for payment by MCI. In addition, a foreign currency conversion fee as disclosed in the Rate and Fee Schedule will be charged by us on the converted amount.

In either case, the conversion rate that is used when the transaction is posted to the Card Account may be different than the conversion rate in effect on the date of the transaction or credit. As a result, for a credit transaction made in respect of a prior related foreign transaction, the Canadian dollar amount that is credited to the Card Account may not be the same as the Canadian dollar amount that was originally posted to the Card Account. In addition, the conversion rate disclosed on the Statement on the date the transaction is posted to the Card Account may not be the same as the conversion rate in effect on the date of the Purchase, Cash Advance or credit, as the case may be.

The rate (which shall include both the conversion rate and Neo's foreign currency conversion fee) for each foreign currency transaction or credit converted into Canadian dollars and posted to the Card Account will be disclosed on the Statement for the period in which the foreign currency transaction was conducted.

3.4. Pre-authorized Payments

If you want to set up pre-authorized payments to be charged to the Card Account, you must make those arrangements directly with the merchant. You are responsible for giving the merchant the necessary information including telling the merchant if your Card information has changed. However, you agree that we may, but are not required to, provide the merchant with your new Card information if your Card information changes. We are not liable if any pre-authorized payment cannot be posted to your Card Account.

Each Primary Cardholder will be responsible for all pre-authorized payments charged to the Card Account, including pre-authorized payments charged to the Card Account by any Authorized User and including pre-authorized payments charged to the Card Account after this Agreement has ended, a Card is cancelled, or your Card Account is closed. If a Card is cancelled or your Card Account is closed, you must notify any merchants who have authorization to charge transactions to the Card Account of the Card cancellation or account closure. Although a Card may be cancelled or a Card Account may be closed, each Primary Cardholder will continue to be liable for any pre-authorized payment arrangements which may still be charged to the Card Account. If you wish to discontinue any such payments, you must provide written notice to the applicable merchant before the payment is charged to your Card Account and review your Statements to determine if the pre-authorized payments have in fact been discontinued. Depending on your agreement with the merchant and except if you are a resident of Québec, we may not, however, be able to discontinue the pre-authorized payments that have already been initiated.

3.5. Other Charges and Fees

The Primary Cardholder(s) must pay all charges and fees that apply to the Card Account as set out in this Agreement, including in the Rate and Fee Schedule. We may change the charges and fees that apply to the Card Account at any time, subject to Section 13 of this Agreement. We will provide you advance notification of any fee changes if required by law.

3.6. Balance Transfers

A balance transfer (a "**Balance Transfer**") occurs if we have approved the transfer to your Card Account of all or part of an outstanding balance owing by you on a credit, charge account or loan with another credit card issuer, creditor, or financial institution designated by you (the "**Payee**"). Balance Transfers are subject to your available Credit Limit. If a Balance Transfer exceeds your available credit, it may not be processed. You cannot instruct a stop payment on a Balance Transfer.

A Balance Transfer is charged to your Card Account as a Cash Advance and is subject to interest at your current Cash Advance annual interest rate from (and including) the date the amount is recorded on the Card Account (as indicated by the post date on the Statement) and any applicable charges and fees indicated in the Rate and Fee Schedule.

You can request a Balance Transfer by calling us or through the Tims App. If a Primary Cardholder or Authorized User asks us to make a Balance Transfer, you authorize us to verify the status and balance of such other account. We will process Balance Transfers within 3 to 5 business days of the request being received; however we cannot control when the Payee will credit your account with them (that is, your account with whom you have the outstanding debt). You will still be responsible for paying any amounts you owe to the Payee both before and after we add the Balance Transfer to your Card Account. We are not responsible for any Charges that may be imposed by the Payee as a result of paying the Balance Transfer on your behalf, any delays with respect to paying the Balance Transfer, or for any other matters related to such other account with the Payee.

3.7. Promotional Offers

From time to time we may offer annual interest and/or credit rates at a reduced rate for a temporary period of time and applicable to some of the balances (such as Cash Advances or Balance Transfers) on your Card Account. We will explain the terms and conditions of any such promotional offers at the time that we make such offers available to you. If you accept that promotional offer by taking the required steps, then you agree that the terms of this Agreement still apply to that offer, except to the extent modified by the terms and conditions of the promotional offer.

To the extent the feature is available when you request a Balance Transfer to take advantage of a promotional offer, you will be charged a fee on the amount of each Balance Transfer. The fee will be charged to you at the same time that the Balance Transfer is posted to your Card Account.

When the term of the promotional offer ends, or if you do not comply with: (i) the terms of the promotional offer; or (ii) any of your payment obligations under this Agreement, you will lose the benefit of the promotional offer and the accompanying reduced interest and/or credit rate and all of the terms of this Agreement will apply. Please read the promotional offer materials carefully so that

you understand the terms and conditions of any promotional offer. We may choose not to take away the benefit of the reduced promotional rate; our decision to do so will depend upon our credit risk policies at the time and how they apply to your Card Account.

4. INSTALMENT PLANS

We may allow you to convert an eligible Charge into an Instalment Plan, on agreed terms. **If a Charge is eligible for an Instalment Plan, the applicable terms, including interest rate, any fees and the repayment period will be presented to you at the time you convert the Charge into an Instalment Plan.** If you agree to the terms, the Charge will be converted into an Instalment Plan. The monthly Statement for your Card will show the amount of the Charge as a Purchase, and it will also show a credit in the same amount as the Charge, as the credit represents the amount that has been converted to an Instalment Plan. Your available Credit Limit will be reduced by the amount of the Charge that has been converted to an Instalment Plan but, as you make your Instalment Plan payments, your available Credit Limit will increase, in each case, by the corresponding payment amount. Your Instalment Plan payments will not form part of the New Balance or your Minimum Balance Due but it is important to pay both your Minimum Balance Due and your Instalment Plan payments to keep your Card Account in good standing.

We may cancel any Instalment Plan in certain circumstances, and you may cancel your Instalment Plan, all of which is detailed in the terms associated with the Instalment Plan that you agree to at the time of conversion.

5. STATEMENTS

5.1. Statements

Neo will prepare a Statement for the Card Account. A Statement will be issued every month, which depends on the billing cycle, however, Neo will not provide a Statement for a Card Account in which there has been no activity that month and (i) nothing is owing on the Card Account or (ii) you have been notified that your Card Account has been suspended or cancelled and we have demanded payment of the outstanding balance, unless otherwise required by law. If Statements are issued in consecutive months, such Statements shall be issued between four to five weeks after the prior issued Statement. You are responsible for ensuring that you receive a Statement each month and for notifying us if you do not receive a Statement.

Statements will be delivered electronically to you (except if you are a resident of Quebec who has not consented to receive Statements in electronic format), and any required software or services to read and print such electronic Statements will be used. You must pay at least your Minimum Balance Due by the Payment Due Date for each billing cycle, even if your monthly Statement is late or if you do not receive it at all except if you are a resident of Québec.

5.2. Statement Verification

You will review each Statement and you must notify Neo in writing of any discrepancies, errors, or omissions with respect to any information contained in the Statement or any entry or transaction posted to it within 30 days from the Statement Date, failing which the Statement (except any amount that has been credited to the Card Account) will be deemed to be conclusively correct and complete and will be binding upon you. Except for residents of Québec and to the extent permitted by law, in such case, Neo will be released by you from any claims in respect of the Statement and no claim may be made by you against Neo for any item disclosed on the Statement.

6. PAYMENTS AND APPLICATION OF PAYMENTS

6.1. Minimum Balance Due

The Primary Cardholder(s) must make a minimum monthly payment by the Payment Due Date for each Statement in an amount at least equal to the Minimum Balance Due.

The “**Minimum Balance Due**” for each Statement is set out in the Rate and Fee Schedule.

Any amounts which exceed the Credit Limit must be paid immediately (whether or not a Statement disclosing the excess has been provided).

You may lose the benefit of any lower annual interest and/or credit rate promotional offers in which you are participating if you do not pay the Minimum Balance Due by the Payment Due Date for any Statement.

As described in the Rate and Fee Schedule, the applicable annual interest and/or credit rates that apply to the Card Account (for Purchases and Cash Advances)

may increase from a preferred rate to a default rate (if applicable), or from a standard rate to a default rate, if you do not pay at least the Minimum Balance Due by the Payment Due Date shown on your Statement.

From time to time, except for residents of Quebec, we may advise the Primary Cardholder(s) that the requirement to pay the Minimum Balance Due is waived. In that case even though the Primary Cardholder(s) are not required to make a payment for that Billing Period, interest at the annual interest rate(s) applicable and other credit charges will continue to apply.

All amounts owed to Neo under this Agreement must be paid in Canadian currency.

6.2. Applying Payments

Payments will be credited to the Card Account when received and cleared by us. Payments may not automatically adjust the available Credit Limit. This generally occurs within one to three business days following receipt and clearing of payment, depending on how the payment is made. If a payment is received by us after our normal business hours, or on a non-business day, that payment will be treated as if it were received on the next business day.

If you choose to pay by Pre-Authorized Bill Payment, you agree that any specific terms that we provide to you at enrollment will apply and form part of this Agreement.

Payments will be applied towards the payment of the New Balance on the Card Account (unless you are otherwise notified by us). Payments will be allocated to the different types of Charges on your Card Account in the following order:

- (a) first to interest and other credit charges;
- (b) then to any fees, including overlimit fees and Cash Advance fees;
- (c) then to Balance Transfers;
- (d) then to Cash Advances;
- (e) then to Purchases; and
- (f) then to Promotional Balance Transfers.

If you have paid more than your New Balance, we will apply the extra payment to Charges that have not yet appeared on your Statement, but which have been posted to your Card Account, in the same order as described above.

If different annual interest and/or credit rates apply to any of these different types of Charges, payments will be allocated first to the type of Charges with the highest annual interest and/or credit rate and then to the other types of Charges in descending order based on their annual interest and/or credit rates (meaning that payments are applied to Charges with the highest interest and/or credit rate first and Charges with the lowest interest and/or credit rate last).

If you have a credit on your Card Account, that credit will be used towards future Charges posted to the Card Account in the order that they are posted, until the credit is used in full. Payments on an Instalment Plan are only applied to that Instalment Plan and will not be applied to any other Charges posted to your Card Account.

6.3. Credits

Credits issued to you by any merchant in respect of Purchases will be credited to the Card Account when received by Neo and will affect the daily interest-bearing balance only when the transaction has been posted to the Card Account. If Neo does not receive the credit advice prior to the time the related Charge is included in a Statement, the Primary Cardholder(s) must make the payment based on the balance shown on the Statement without consideration of the credit. If interest and/or other credit charges have been charged as a result of a transaction prior to receipt by us of the credit, we will not refund the interest and/or other credit charges charged.

Although we are not obligated to do so, if we credit the Card Account, all of your rights and claims in respect of the credit are automatically assigned to us. In such cases, you agree to execute any documents we may reasonably require in relation to such assignment.

6.4. Credit Balances

We do not pay interest on credit balances. You acknowledge that credit balances are not deposits and are therefore not insured by the Province of Alberta, the Canada Deposit Insurance Corporation, or any other government deposit insurer or agency.

We will comply with applicable unclaimed property laws which may require us to forward unclaimed funds to government authorities after a certain period of time.

7. LIABILITY

7.1. Liability for Debt

Subject to Section 9.2, **each Primary Cardholder is jointly and severally (and, in Quebec, solidarily) liable to Neo for all Debt charged to the Card Account no matter how it is incurred, or who has incurred it** and even if the following circumstances occur, unless not authorized by law:

- (a) it is incurred by any other Cardholder, including any Authorized User;
- (b) it is incurred through unauthorized use of a Security Credential, Card, Card number, three-digit security code, and other Card Account information, as more fully set out in Section 9.2;
- (c) the Debt exceeds the Credit Limit;
- (d) Statements are sent only to one Primary Cardholder and not to each Primary Cardholder (not applicable to resident of Quebec);
- (e) it is incurred by any additional Cardholder who has been authorized by any Primary Cardholder with or without notice to any other Primary Cardholder; or
- (f) a Card is used before its valid date or after its expiry date.

The liability of the Primary Cardholders resident in Quebec for all Debt is indivisible and may not be divided amongst their respective heirs.

8. SECURITY FUNDS

8.1. Collateral

Requirement. In order to establish and maintain the Card Account, we may require you to provide us with security funds which we hold as collateral for payment of your Obligations. If applicable, you will be informed of this requirement before you accept this Agreement.

8.2. Security funds

You acknowledge and agree that:

- (a) the security funds do not constitute a deposit with Neo or ATB, are not insured by the Province of Alberta, the Canada Deposit Insurance Corporation, or any other government deposit insurer or agency, and will be held in an account at a depository institution we select;
- (b) the security funds may **not** be used to offset Obligations (nor to effect compensation in respect of the Obligations, if you are a resident of the province of Quebec), meaning you cannot use the security funds to pay your monthly payment;
- (c) you have no right to access or withdraw the security funds, except as described below; and
- (d) any interest earned on the security funds will become our sole property.

8.3. Application of Security Funds

Upon a Default Event occurring, the termination of this Agreement (whether for a Default Event or otherwise), or the cancellation or suspension of the Card Account, without limiting any other rights we have under law or this Agreement, we may withdraw and set off (and effect compensation, if you're a resident of the province of Quebec) all or part of the security funds against your Obligations (whether or not then immediately due and payable) without prior notice or demand for payment. Any security funds that we withdraw and set off against your Obligations pursuant to this Agreement will reduce your Obligations but will not be considered a payment on your Card Account, including for credit reporting purposes, or for purposes of determining whether a Default Event has occurred and is continuing. You are responsible for any Debt or Obligation remaining after security funds have been applied, and we may report (or continue to report) your Card Account as delinquent.

8.4. Funding & Withdrawal

Security funds may only be added in \$50 increments. Your Credit Limit will be increased by the amount of security funds provided (except if you are a resident of Quebec), or as otherwise determined by us. In order to withdraw your security

funds, you must first pay off any outstanding Obligations and then close your Card Account. For questions or assistance relating to withdrawing your funds, please call the Tims Financial toll-free number at 1-855-505-1964 or by email at support@timsfinancial.ca.

8.5. Security/Hypothec Agreement

Pledge and Security Interest/Hypothec. In consideration for the issuance of your Card Account, you agree that:

- (a) **Pledge and Grant of Security Interest/Hypothec.** As collateral security for the prompt payment and performance of your Obligations, you hereby pledge, hypothecate (in case of a hypothec without delivery, for an amount equal to the initial Credit Limit) and grant to Neo a security interest in and over the security funds provided by you to us as collateral for payment of the Obligations (such pledge, hypothec without delivery, security interest and hypothec with delivery below, the “**Collateral Security**”). This Collateral Security applies regardless of when security funds are provided to Neo, and this Collateral Security may be an express condition for your Card Account. You agree to take any actions we request to evidence, perfect, render opposable to third parties or protect the first ranking security/lien position of our Collateral Security in the security funds. If you are a resident of the province of Quebec, you consent to all present and future monetary claims (within the meaning of Article 2713.1 of the Civil Code of Québec) that you may have against us relating to such security funds securing the performance of the Obligations by way of a hypothec with delivery on such monetary claims as contemplated by Articles 2713.1 and 2713.3 of the Civil Code of Québec.
- (b) **Legal Proceedings.** You represent that there are no lawsuits or bankruptcy proceedings that might affect our Collateral Security in the security funds. You have not and will not attempt to pledge, hypothecate, grant or transfer an interest in the security funds to any person other than Neo.
- (c) **Release of Collateral Security.** We will not discharge or release our Collateral Security in the security funds until all transactions, finance charges and fees and other charges that you owe under this Agreement have been processed, all Obligations have been satisfied and performed, and we are not obligated to advance any further funds or credit to you.
- (d) **Attachment; No Obligation to Advance.** You confirm that value has been given by Neo to you, that you have rights in the security funds at the date of this

Agreement and that you and Neo have not agreed to postpone the time for attachment of the security interest forming part of our Collateral Security to any of the security funds. Our Collateral Security shall have effect and be deemed to be effective whether or not the Obligations or any part thereof are owing or in existence before or after or upon the date of this Agreement. Neither the acceptance of this Agreement, including the Collateral Security granted under this Agreement, nor the provision of any financial accommodation by us shall oblige us to make any financial accommodation or further financial accommodation available to you or any other person.

- (e) **Additional Security.** You agree that our Collateral Security in and over the security funds is in addition to, and not in substitution of and does not replace, the set-off and compensation rights that you have granted to us in respect of the security funds pursuant to Section 8.2 above or that we may otherwise have by virtue of law.

9. CARDS

9.1. Account and Card Ownership

All Cards remain the property of Neo at all times. Neo may request the return of and replace a Card at any time. You cannot assign or transfer to any party the Card, the Card Account, or this Agreement.

9.2. Unauthorized Use

If a Card, Card Account information, or Security Credential is lost or stolen, or suspected to be lost or stolen, you must notify us immediately by calling the Tims Financial toll-free number at 1-855-505-1964. You will not be liable for any unauthorized use of the Card or your Card Account that occurs after you have notified us that your Card, Card Account information, or Security Credential may have been lost or stolen. In addition, if you reside outside of the Province of Quebec, you will not be liable for Purchases or Cash Advances charged to your Card Account incurred as a result of unauthorized use of your Card, Card Account information, or Security Credential, provided that the following conditions are satisfied, as determined by Neo in its discretion:

- (a) you have exercised reasonable care to safeguard your Card, Card Account information, and your Security Credentials against loss, theft or other

unauthorized use (including complying with the safeguards set out in Section 2.5) and have not voluntarily disclosed your Security Credentials or otherwise contributed to the unauthorized use of your Card or Card Account; and

(b) you have reported to us that your Card, Card Account information, or Security Credential has been lost or stolen immediately after becoming aware of it.

(these conditions, the “**Zero Liability Conditions**”).

For residents of the Province of Québec, your liability for unauthorized use is limited by law in accordance with section 9.2.2 below.

A transaction will be considered “unauthorized” only if, after investigation, we determine:

(a) the Card, Card Account information, PIN or other Security Credential has been used by a person other than a Cardholder and without actual or implied consent from a Cardholder;

(b) the Cardholder did not contribute to the unauthorized use;

(c) the Cardholder has fulfilled their obligations under this Agreement; and

(d) the Cardholder has cooperated fully with our investigation.

9.2.1 Liability of Primary Cardholder(s) residing outside the Province of Québec

Unless otherwise prohibited by law, in the event the Zero Liability Conditions are not satisfied, the Primary Cardholder(s) will be liable for unauthorized Charges that occurred on the Card Account before you have notified us that your Card, Card Account information, or Security Credential may have been lost or stolen, as follows:

(a) if Purchases or Cash Advances, other than those drawn using your PIN or other Security Credential at an ATM, are charged to your Card Account as a result of unauthorized use of a lost or stolen Card, each Primary Cardholder will be jointly and severally liable to Neo for all Debt on the Card Account resulting from such unauthorized use up to a maximum of \$50.00; and

(b) each Primary Cardholder will be jointly and severally liable to Neo for the full amount of any unauthorized Cash Advances drawn using your PIN or other Security Credential at an ATM.

9.2.2 Liability of Primary Cardholder(s) residing in the Province of Québec

The Primary Cardholder(s) will be solidarily liable to Neo for unauthorized Charges that occurred on the Card Account before you have notified us that your Card, Card Account information, or Security Credential may have been lost or stolen, up to a maximum of \$50.00. If any unauthorized Charges occur on the Card Account as a result of your gross fault as regards the protection of your PIN or other Security Credential at an ATM or otherwise (whether a Purchase, Cash Advance), then the Primary Cardholder(s) will be solidarily liable for all Debt on the Card Account resulting from the unauthorized use.

9.2.3 Cancellation/Suspension

A Primary Cardholder may cancel any Card and the Card Account by providing notice to Neo. We may require any cancellation to be done in writing. Neo has the right at any time at its sole option and discretion, without notice to anyone, to cancel any Card and to cancel or withdraw all rights or privileges in respect of the Card and the Card Account.

If the Debt outstanding on a Card Account exceeds the Credit Limit, Neo may, but is not required to, suspend use of the Card and Card Account until such time as the Debt for the Card Account is within the Credit Limit.

If a Card is cancelled or suspended:

- (a) you will cease to be entitled to the Card benefits;
- (b) all Cards shall immediately be returned to Neo;
- (c) Neo may inform businesses honouring the Card that it has been revoked or cancelled;
- (d) each Primary Cardholder shall continue to be jointly and severally (and, in Quebec, solidarily) liable for all Debt charged to the Card Account incurred through the use of any such Card made prior to the time the Card is returned to Neo; and

(e) you must notify any service providers who have authorization to charge transactions to the Card Account of the Card cancellation. Although an account may be closed, the Primary Cardholder(s) will continue to be liable for any pre-authorized payment arrangement(s) which may still be charged to the Card Account.

The rights of Neo in this Section 9.2 are in addition to the rights of Neo upon a Default Event.

If a Card is cancelled or suspended, Neo shall not be liable for, and you release Neo from, any loss, costs, or damages due to Card privileges being cancelled or suspended.

9.2.4 Optional Features and Benefits

Different types of Cards may come with different features. Some of these features are available at an additional cost to you. If these optional features apply to your Card Account or Cards we will send you a separate document disclosing any additional terms and conditions applicable to those features. By using the Card after receipt of those additional terms, you agree to be bound by those terms (as may be amended from time to time). In such case, you may not refuse to pay us any amount charged to the Card Account for such benefits or services.

Third parties independent of Neo may provide some or all of its optional features and in such cases, Neo is not liable for them in any way. We are not liable for any service or benefit not directly supplied by us and any disputes with any party providing such service or benefit must be settled directly with them.

9.2.5 Use of your Card at Merchants and Merchant Locations

If you have a disagreement or dispute with a merchant in respect of a Purchase made on the Card Account, or with respect to any right to set off or compensation, you must settle your dispute directly with the merchant. In these circumstances, you are still required to pay all amounts owing on your Card Account even if you have a problem with a merchant.

You acknowledge and agree that Neo is not responsible for resolving disputes you may have with merchants and, unless you are eligible to receive a chargeback pursuant to applicable consumer protection laws, you cannot, in the event of a

dispute, reverse Purchases made on the Card Account without the merchant's credit voucher.

Except in cases where you are eligible for a chargeback pursuant to applicable consumer protection laws, we are not liable if we are unable or unwilling to assist you with a merchant dispute. You agree that in the cases where we do attempt to assist you with a merchant dispute, we are subject to credit card network rules which place time limits and other restrictions on these disputes.

10. TERMINATION AND DEFAULT

10.1. Default Events

Each of the following shall be a **"Default Event"**:

- (a) the Primary Cardholder(s) fails to pay the Minimum Balance Due for a Statement on or before the applicable Payment Due Date or otherwise fails to make any payment when due under this Agreement;
- (b) any Obligation is not paid when due;
- (c) any Primary Cardholder becomes insolvent or bankrupt; or a petition in bankruptcy is filed;
- (d) you provide any false or misleading information; or
- (e) you fail to meet the terms or are otherwise in default of any provision of this Agreement or any other agreement you, or any one of you, may have with Neo or our affiliated banking partners.

10.2. Termination

This Agreement may be terminated at any time by a Primary Cardholder by giving 10 days' written notice of termination to Neo.

Neo may terminate or suspend this Agreement and any Card if a Default Event occurs or for any other reason without notice to you.

If this Agreement is terminated by either you or Neo:

- (a) subject to any notices required under applicable laws, all Obligations (whether posted to the Card Account or incurred but not yet posted), including without limitation, accrued service, interest and other credit charges must immediately be paid to Neo, together with any interest on all such amounts calculated at the annual rates of interest payable under this Agreement;
- (b) your benefits, services and coverages will automatically end, except you will continue to participate in the Tims Rewards Program if you remain a Tims Rewards Member;
- (c) we are not obligated to advance any further funds or credit to you; and
- (d) you must notify any service providers who have authorization to charge transactions to the Card Account of the account closure. Although an account may be closed, the Primary Cardholder(s) continue to be liable for any pre-authorized payment arrangement(s) which may still be charged to the Card Account.

11. FOR RESIDENTS OF QUÉBEC ONLY

The term “consumer” in this Section 11 refers to you. The term “merchant” in this Section 11 refers to Neo.

Clauses required under the *Consumer Protection Act*.

(Clause of forfeiture of benefit of the term)

If a Default Event occurs, subject to the Consumer Protection Act (Quebec), we may require you to pay all or part of the balance of the Obligations (whether posted to the Card Account or incurred but not yet posted), regardless of whether or not such amounts are due and payable.

Before availing himself of this clause, the merchant must forward the consumer a notice in writing and unless he is exempted in accordance with section 69 of the General Regulation, he must forward him a statement of account.

Within 30 days following the receipt by the consumer of the notice and, where necessary, of the statement of account, the consumer may:

- (a) either remedy the fact that he is in default;

(b) or present an application to the court to have the terms and conditions of payment prescribed in this contract changed.

It is in the consumer's interest to refer to sections 104 to 110 of the *Consumer Protection Act* (chapter P-40.1) as well as to section 69 of the General Regulation made under that Act and, where necessary, to communicate with the Office de la protection du consommateur.

(Open credit contract for the use of a credit card)

(1) If the consumer uses all or part of the credit extended to make full or partial payment for the purchase or the lease of goods or for a service, the consumer may, if the open credit contract was entered into on the making of and in relation to the sale, lease or service contract, and if the merchant and the open credit merchant collaborated with a view to granting credit, plead against the lender any ground of defence urgeable against the merchant who is the vendor, lessor, contractor or service provider.

The consumer may also, in the circumstances described in the first paragraph, exercise against the open credit merchant, or against the merchant's assignee, any right exercisable against the merchant who is the vendor, lessor, contractor or service provider if that merchant is no longer active or has no assets in Québec, is insolvent or is declared bankrupt. The open credit merchant or the merchant's assignee is then responsible for the performance of the obligations of the merchant who is the vendor, lessor, contractor or service provider up to the amount of, as the case may be, the debt owed to the open credit merchant at the time the contract is entered into, the debt owed to the assignee at the time it was assigned to him or the payment the open credit merchant received if he assigned the debt.

(2) A consumer who is solidarily liable with another consumer for the obligations arising from an open credit contract is released from the obligations resulting from any use of the open credit account after notifying the merchant in writing that he will no longer use the credit extended and no longer intends to be solidarily liable for the other consumer's future use of the credit extended in advance, and after providing proof to the merchant, on that occasion, that he informed the other consumer by sending him a written notice to that effect at his last known address or technological address.

Any subsequent payment made by the consumer must be applied to the debts contracted before the notice was sent to the merchant.

(3) A consumer who has entered into a preauthorized payment agreement with a merchant under which payments are made out of credit obtained under a credit card contract may end the agreement at any time by sending a notice to the merchant.

On receipt of the notice, the merchant must cease to collect the preauthorized payments.

On receipt of a copy of the notice, the card issuer must cease debiting the consumer's account to make payments to the merchant.

(4) The consumer is not liable for debts resulting from the use of a credit card by a third person after the card issuer has been notified, by any means, of the loss, theft or fraudulent use of the card or of any other use of the card not authorized by the consumer. Even if no notice was given, consumer liability for the unauthorized use of a credit card is limited to \$50. The consumer is held liable for the losses incurred by the card issuer if the latter proves that the consumer committed a gross fault as regards the protection of the related personal identification number.

(5) Without delay at the end of each period, the merchant must send the consumer a statement of account. The merchant is not required to send a statement of account to the consumer at the end of any period if there have been no advances or payments during the period and the outstanding balance at the end of the period is zero.

(6) If the consumer makes a payment at least equal to the outstanding balance at the end of the preceding period within 21 days after the date of the end of the period, no credit charges may be required from the consumer on that outstanding balance, except as regards money advances. In the case of a money advance, charges may accrue as of the date of the advance until the date of payment.

(7) The consumer may demand that the merchant send, without charge, a copy of the vouchers for each of the transactions charged to the account during the period covered by the statement. The merchant must send the copy of the vouchers requested within 60 days after the date the consumer's request was sent.

(8) Until the consumer receives a statement of account at his address or technological address if expressly authorized by the consumer, the merchant must not claim credit charges on the unpaid balance, except as regards money advances.

It is in the consumer's interest to refer to sections 103.1, 122.1, 123, 123.1, 124, 126, 126.2, 126.3, 127 and 127.1 of the *Consumer Protection Act* ([chapter P-40.1](#)) as well as to section 69 of the General Regulation made under that Act and, if further information is necessary, to contact the Office de la protection du consommateur.

12. Remedies

Upon a Default Event occurring, the termination of this Agreement (whether for a Default Event or otherwise), or the cancellation or suspension of the Card Account, and in addition to anything else contained in this Agreement, we may do any one or more of the following:

- (a) withdraw the amounts necessary to satisfy any or all outstanding Obligations from (i) any security funds we hold, or (ii) any other funds or accounts a Primary Cardholder holds with us, either directly or through our affiliated banking partners, including any joint accounts;
- (b) cancel all Cards, in which case all Cards must be returned to Neo;
- (c) cancel and rescind any benefits of which may have been earned through any rewards programs associated with Neo or its merchant partners; and
- (d) enforce any security that we may have taken to secure your Obligations under this Agreement and/or, except for residents of Québec, on demand, require you to pay the amount of all legal expenses, costs and disbursements, (including legal expenses of both our internal and external legal counsel) that we incur in collecting or attempting to collect any payment owing to us.

Cancellation or suspension of your Card, Card Account or the termination of this Agreement will not affect the Primary Cardholder's obligation to pay all amounts owing to Neo.

13. AMENDMENTS

For residents outside Québec: In our sole discretion, we may amend or modify this Agreement, including the Rate and Fee Schedule, from time to time upon subsequent notice to the Primary Cardholder(s), unless advance notice is required by law. Any change to this Agreement applies to both your outstanding and future Obligations. For greater certainty, Neo may amend or modify any section or term of this Agreement under the following headings and any headings added to this Agreement in the future: (1) Introduction, (2) Accounts and Card Issuance, (3)

Charges, Interest and Fees, (4) Instalment Plans, (5) Statements, (6) Payments and Application of Payments, (7) Liability, (8) Security Funds, (9) Cards, (10) Termination and Default, (11) For Residents of Québec Only, (12) Remedies, (13) Amendments, (14) Personal Information Collection, Use and Disclosure, (15) Tims Rewards Program, (16) General.

You shall be deemed to have accepted such amendments or modifications if any Card is used or any Obligation remains unpaid after the effective date of such notice.

Neo may at any time amend any service or privilege available or offered, or may at any time add or terminate any such service or privilege.

For residents of Québec: We may amend this Agreement, from time to time, to increase the amount chargeable as membership or renewal fees (if any) or as replacement fees for a lost or stolen credit card or to increase the credit rates, upon advance written notice sent to you at least 30 days before the amendment comes into force, setting out exclusively the amended clauses, as they formerly read and as they read now, and the date of the coming into force of the increase. We may also amend any and all of the other terms and conditions of this Agreement, as well as any service or privilege available or offered, from time to time upon advance written notice sent to you at least 30 days before the amendment comes into force and setting out: (i) exclusively the new section, or the amended section and the section as it read formerly; (ii) the date of the coming into force of the amendment; and (iii) your right to refuse the amendment or cancel this Agreement without cost, penalty or cancellation indemnity by sending Neo a notice to that effect no later than 30 days after the amendment comes into force, if the amendment entails an increase in your obligations or a reduction in ours, as and where required by law. For greater certainty, Neo may amend or modify any section or term of this Agreement under the following headings and any headings added to this Agreement in the future: (1) Introduction, (2) Accounts and Card Issuance, (3) Charges, Interest and Fees, (4) Instalment Plans, (5) Statements, (6) Payments and Application of Payments, (7) Liability, (8) Security Funds, (9) Cards, (10) Termination and Default, (11) For Residents of Québec Only, (12) Remedies, (13) Amendments, (14) Personal Information Collection, Use and Disclosure, (15) Tims Rewards Program, (16) General.

14. PERSONAL INFORMATION COLLECTION, USE AND DISCLOSURE

Your request for or use of the Card is your acknowledgement that Neo will collect, use and disclose your personal information in accordance with Neo's **Privacy**

Policy, which we provide to you, and an up-to-date version of which can be obtained at <https://www.neofinancial.com/legal/privacy-policy>.

If you are an Authorized User, you acknowledge that we may share your personal information with the Primary Cardholder for the purposes described in the Privacy Policy. If you are a Primary Cardholder, you acknowledge that we may disclose to an Authorized User information about transactions made by such Authorized User without prior notice to you.

As previously stated, ATB is the issuer of the Card pursuant to license by MCI under a program that is managed by Neo on its own behalf and as a service provider to ATB. As such ATB may collect, use, disclose and otherwise handle your personal information in its role as the issuer of your Card in accordance with this Agreement and its **Privacy Statement**. ATB may also provide you with communications and notices related to your Card Account and this Agreement. Your request for or use of the Card is your agreement to such collection, use, disclosure and handling of your personal information by ATB.

15. TIMS REWARDS PROGRAM

Tims Rewards points may be earned under the Tims Rewards Program that is connected to the Card Account. The sponsor of the Tims Rewards Program is The TDL Group Corp. and the Terms and Conditions for the Tims Rewards are available online on the Tim Hortons website. The TDL Group Corp. will collect, use, disclose and otherwise handle your personal information in accordance with The TDL Group Corp.'s Privacy Policy, which can be obtained on the Tim Hortons website. The TDL Group Corp. is solely responsible for the Tims Rewards Program. Neo and ATB do not have any responsibility for the Tims Rewards Program. You agree not to make any claims against Neo or ATB for any matter connected in any way with the Tims Rewards Program.

16. GENERAL

16.1. Assignment

Neo may assign its rights and obligations under this Agreement at any time to a third party. If we do, we may disclose information about you and the Card Account to anyone who we assign our rights provided they agree to maintain confidentiality.

16.2. Notices and Change in Address

If there is only one Primary Cardholder, Neo will send Statements and any other notices required under this Agreement ("**Notices**") to the Primary Cardholder. Except for residents of Québec, if there are two or more Primary Cardholders, each Primary Cardholder consents to the provision of Statements and Notices only to the Primary Cardholder that is listed first in your application for the Card (the "**Designated Primary Cardholder**"), or otherwise as required by law. You can change the Designated Primary Cardholder by notifying us at any time. A Primary Cardholder who is not the Designated Primary Cardholder can make a request to receive Statements and Notices by notifying us at any time. For residents of Quebec, all Notices will be provided to each Primary Cardholder.

Neo will provide you with this Agreement, Statements and other Notices electronically through the Tims App, and you consent to receiving such documents electronically unless you choose to receive your Statement in paper. Terms and conditions for accessing the Tims App will apply to any such access. We will notify you when new electronic Statements or other electronic Notices are available for viewing in the Tims App. Notices provided by electronic means will be considered to have been given and received on the date on which the notification advising you of the availability of the electronic Notice was posted on the Tims App.

Each Statement and Notice will be sent to your Tims Financial account, which can be accessed on the Tims App.

Any notice to be provided to Neo under this Agreement must be directed to Neo's address appearing on the last Statement.

16.3. Waiver

If we fail to exercise, or delay in exercising, any of our rights under this Agreement or if we waive our rights on any given occasion it shall not be considered a waiver of any of our rights at any time on any other occasion.

16.4. Severability

If any portion of this Agreement shall for any reason be declared or deemed to be invalid or unenforceable, the validity of the remaining portions shall not be affected and shall remain in full force and effect.

16.5. Limitation Period

Except for residents of Quebec, where permitted by applicable law, the limitation period with respect to actions in debt under this Agreement will be 6 years from the later of the dates that the default occurred or ought to have been discovered by Neo.

16.6. Limitation on Liability

We shall not be responsible for any defect in, or the quality of, any goods or services obtained from a business by use of the Card nor for any losses resulting from and disclosure by you of a Card, Card Account information, or Security Credential.

Under no circumstances will Neo be liable for any damages (including any special, indirect or consequential), any loss of profits and revenues:

- (a) resulting from the use of a Card or this Agreement;
- (b) if any business refuses to honour the Card or for any other problems you might have with any business; or
- (c) if a Card is not honoured or accessible.

16.7. Choice of Law and Jurisdiction

This Agreement shall be governed by and interpreted in accordance with the laws 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, this Agreement shall be governed by and interpreted in accordance with the laws of Alberta and the laws of Canada applicable in that Province.

16.8. Interpretation

The headings to each Section of this Agreement are added for convenience and do not change the meaning of any provision of this Agreement.

16.9. Contact

The Primary Cardholder(s) may make inquiries about your Card Account by calling the Tims Financial toll-free number 1-855-505-1964 during business hours or by emailing support@timsfinancial.ca.

16.10. Language

This Agreement is available in French and the French version can be accessed by clicking on this link. By applying for a Tims Credit Card using the English version of the application process, you confirm that:

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

Le présent Accord est disponible 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 du présent Accord 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 du présent Accord; et
- (c) tout document se rattachant au présent Accord et toute communication avec vous en vertu du présent Accord vous soient fournis uniquement en anglais.

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