# Tims Credit Card Mastercard® Disclosure Statement, Rate & Fee Schedule (Quebec)

Effective: June 1, 2023

This Tims Credit Card Mastercard Disclosure Statement, Rate and Fee Schedule ("Rate and Fee Schedule") is provided by Neo Financial Technologies Inc. ("Neo", also referred to as "we", "our" and "us") in connection with the Tims Credit Card Mastercard Account (the "Card Account"), and the Tims Credit Card Mastercard (the "Card") issued by ATB Financial. This Rate and Fee Schedule sets out the annual credit rates and fees that apply to the Card Account, summarizes certain provisions of the Tims Credit Card Mastercard Cardholder Agreement (the "Agreement"), and forms a part of the Agreement. Capitalized terms not defined in this Rate and Fee Schedule have the meaning indicated in the Agreement. We may change the information set out below in accordance with the Agreement. The information set out here is current as of June 1, 2023

Questions – If you have any questions about the Card Account, please email <a href="mailto:support@timsfinancial.com">support@timsfinancial.com</a> or call the toll-free telephone number **1-855-505-1964** during business hours.

INFORMATION BOX - OPEN CREDIT CONTRACT FOR USING A CREDIT CARD (*Consumer Protection Act*, section **125**)

Credit Limit Granted	Your initial Credit Limit is assigned at the end of your application for a Tims Credit Card MasterCard® and could <b>range</b> from <b>\$400</b> to <b>\$10,000</b> . This limit will be presented prior to your acceptance of the Card. Your current Credit Limit will be shown on each Statement and can be found in the Tims App.

# Credit Rate

The annual credit rates that will apply to your Card Account are set out in this information box and expanded in the "Annual Credit Rates" section below. These annual credit rates are in effect the day the Card Account is opened.

	Purchases and other Charges	Cash Advances	
Tims Credit Car	Standard Rate: <b>20.99% - 24.99%</b>	Standard Rate: <b>22.99% - 25.99%</b>	
	Default Rate: <b>24.99</b> %	Default Rate: <b>25.99</b> %	
	The specific rate that applies to your Card Account can be found in the Tims App.	The specific rate that applies to your Card Account can be found in the Tims App.	

You will lose the benefit of the Standard Rates that apply to your Card, if, for two consecutive Billing Periods, you fail to pay at least the Minimum Balance Due for each Statement when due, in which case your annual credit rates will increase to the Default Rates that apply to the Card you receive, beginning on the first day of the Billing Period following such second consecutive Billing Period.

At any time the Default Rate applies, the Default Rate will continue to apply until, for three consecutive Billing Periods, you pay at least the Minimum Balance Due for each particular Statement on or before the respective payment due date for each Statement, in which case, the applicable annual credit rates will be decreased, effective from (and including) the first day of the next Billing Period following such payment, to the Standard Rate.

# Grace Period

You will benefit from a grace period of at least **21** days free of any credit charges for new purchases and fees if you pay your statement balance in full by the payment due date shown on your statement.

If you do not pay your statement balance in full by the payment due date, you must then pay credit charges, including interest, on all purchases and fees shown on that month's statement from the posted date until we receive your payment for the total amount you owe.

There is no grace period for Cash Advances. Cash withdrawals and cash like transactions such as balance transfers, money orders, wire transfers, traveler's cheques, overdraft transfers, and gambling transactions are all Cash Advances. Interest is charged from the day the Cash Advance is posted until we receive your payment for the total Cash Advance amount you owe.

# Minimum Periodic Payment

The Minimum Balance Due for each Statement will be equal to:

- 1. **\$10.00** or **5.0**% of your total statement balance, whichever is greater; plus
- 2. All outstanding interest and fees on your Card Account; plus
- 3. Any amount that exceeds the Credit Limit; or any amount that is overdue, whichever is greater.

However, if the new balance indicated on the Statement is less than **\$10.00**, it must be paid in full by the payment due date shown on that Statement.

# Other Charges

You will be charged on the day the transaction or event occurs unless otherwise indicated below:

Cash Advance in Canada: \$2.50 for each physical Cash Advance.

Cash Advance outside Canada: **\$5.00** for each physical Cash Withdrawal.

Supplementary Statement (in addition to initial printed monthly statement): **\$5.00** per statement mailed, charged within **3** business days from when the statement was requested.

Physical Card Replacement Fee: **\$5.00** for any replacement physical card ordered on the Card Account. Your first replacement card within each calendar year is free of charge. Standard delivery period applies.

Rush Replacement Card: **\$29.00** for any rush replacement card ordered on the Card Account.

Annual Fee: There is \$0 in annual fees for a Card Account.

Foreign Currency Conversion: If you use your Card for a transaction in a currency other than Canadian Dollars, foreign currency will be converted into Canadian Dollars before it is posted on your Card Account. We will convert the amount of your transaction to Canadian Dollars at the conversion rate established by MasterCard International Inc. ("MCI").

For purchases, cash advances and credits to the Card Account, the rate is set at the time the transaction or credit is presented for payment to MCI.

When the transaction is posted to your Card Account, in addition to the conversion rate, you will be charged a foreign currency conversion fee of **2.5%** of the amount of the foreign currency transaction after the foreign currency has been converted to Canadian Dollars. This fee applies to both debits and credits.

## **Digital Correspondence:**

By submitting your application for a Tims Credit Card, you consent to receive electronic communications, notifications and messages from Neo and from service providers working on our behalf to service your Card Account with respect to the use of your Card, 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; (ii) by SMS text; (iii) through a Wallet and/or Wallet provider itself (if you enroll your Card in a Wallet); and (iv) through notifications in the Tims App.

You consent to the electronic delivery of all documents, to take effect immediately, including but not limited to:

- a. This Rate and Fee Schedule and the Agreement;
- b. Monthly account statements and information (unless you indicated a preference for paper account statements during the application process);
- c. Notice of changes to the Agreement terms, including changes to any credit rate(s), interest rate(s), fee(s), service charge(s), operating conditions of the account, and any other items mentioned in this Rate and Fee Schedule;
- d. Communications from Neo about the terms and conditions applicable to the Card Account, including changes and confirmations; and

e. Any other confirmation, notice or information that Neo is required by law to provide to you in writing relating to the Card Account.

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 the Tims Financial toll free number at **1-855-505-1964**.

### **Statement Frequency:**

Neo will provide a Statement for the Card Account once each month, on a date that depends on your billing cycle; however, we may not provide a Statement for the Card Account if 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.

#### **Annual Credit Rates:**

The annual credit rate is based upon the payment history in connection with this Card Account and will be determined as described below:

- a. The Standard Rates that apply to your Card (the "Standard Rate") will be the initial annual credit rates. You can find the specific Standard Rate that applies to your Card in the Tims App. The Standard Rate will apply for the entire Billing Period for a Statement if you always pay at least the Minimum Balance Due for each Statement on or before the payment due date for that Statement;
- b. At any time the Standard Rate applies, you will lose the benefit of the Standard Rate if, for two consecutive Billing periods, you fail to pay at least the Minimum Balance Due for each Statement on or before the payment due date for each particular Statement, in which case, the applicable annual interest/credit rates will be increased, effective from (and including) the first day of the next Billing Period following such second consecutive Billing Period, to the Default Rates set out on the first page of this Rate and Fee Schedule, that apply to your Card (the "Default Rate");
- c. At any time the Default Rate applies, the Default Rate will continue to apply until, for three consecutive Billing Periods, you pay at least the Minimum Balance Due for each particular Statement on or before the respective payment due date for each Statement, 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.

#### **Other Charges:**

All fees are charged on the date that the transaction or event occurs (unless otherwise indicated). See the Information Box above for fees applicable to your Card.

## **Minimum Payment:**

You will be required to pay the Minimum Balance Due by the payment due date shown on each Statement. We explain how we calculate the Minimum Balance Due in the Information Box above.

## **Security for your Obligations:**

If required, security funds you provide us will be held as collateral security for the payment of your Obligations in accordance with the terms of the Agreement. You acknowledge and agree that:

- a. The security funds do not constitute a deposit, are not insured including 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 be used to offset Obligations (and effect compensation in respect of the Obligations, if you are a resident of the province of Quebec);
- 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.

# **Lost or Stolen Cards and Maximum Liability for Unauthorized Use:**

If a Card, Card Account information, PIN, Password, or other Security Credential, is lost or stolen or suspected lost or stolen, you must notify us immediately by utilizing the Tims App functionality, contacting chat support, or calling **1-855-505-1964**. You will not be liable for any unauthorized use of the Card or Card Account that occurs after you have notified us that your Card, Card Account information, PIN, Password or other Security Credential may have been lost or stolen.

The Primary Cardholders 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 Cardholders will be solidarily liable for all Debt on the Card Account resulting from the unauthorized use.

#### SCHEDULE A

Balance Outstandi	Cost of borrowing payable for <b>1</b> year (based on a <b>365</b> day year)
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	At an annual rate of 20.99%	At an annual rate of 21.99%	At an annual rate of 22.99%	At an annual rate of 23.99%	At an annual rate of <b>24.99</b> %	At an annual rate of 25.99%
\$500	\$104.95	\$109.95	\$114.95	\$119.95	\$124.95	\$129.95
\$1,000	\$209.90	\$219.90	\$229.90	\$239.90	\$249.90	\$259.90
\$2,000	\$419.80	\$439.80	\$459.80	\$479.80	\$499.80	\$519.80
\$5,000	\$1,049.50	\$1,099.50	\$1,149.50	\$1,199.50	\$1,249.50	\$1,299.50
\$10,000	\$2,099.00	\$2,199.00	\$2,299.00	\$2,399.00	\$2,499.00	\$2,599.00

Note: Cost of borrowing is calculated based on the original balance outstanding and does not reflect compounding. Actual credit charges charged to your Card Account are compounded monthly.