

Tims Financial Terms and Conditions

Last Revised: June 6, 2024

These terms and conditions (the “**Tims Financial Terms**”) govern your access to and use of Tim Hortons’ financial services technology platform (the “**Tims Financial Services**”) in connection with your Tims Mastercard (the “**Tims Credit Card**”) and/or any other Tims financial product that may be offered from time to time (collectively with Tims Credit Card, the “**Tims Financial Products**”).

1. Additional Terms

These Tims Financial Terms are separate from the applicable cardholder agreement(s) and/or account agreement(s) in respect of your Tims Financial Product(s) between you and Neo Financial Technologies Inc. (“**Neo**”), and/or any other financial services providers (as applicable) (a “**Cardholder or Account Agreement**”). Terms that govern your access to and use of Tims Financial Products are set out in your Cardholder or Account Agreement, as applicable (the current Cardholder or Account Agreements that apply to Tims Financial Products are available at: <https://www.timsfinancial.ca/en/legal.html>). In addition to these Tims Financial Terms, your use of Tims Financial Services are subject to your applicable Cardholder or Account Agreement, and any applicable additional terms incorporated by reference within a Cardholder or Account Agreement and/or any applicable Neo terms (including, without limitation, the Neo Privacy Policy) (collectively, the “**Neo Terms**”).

These Tims Financial Terms are separate from the terms and conditions that apply to the Tims Rewards Program (“**Tims Rewards**”). Additional terms that govern your access to and use of Tims Rewards are set out in the applicable Tims Rewards terms and conditions (the current terms and conditions that apply to Tims Rewards are available at: <https://www.timhortons.ca/terms-conditions-rewards>). In addition to these Tims Financial Terms, your use of Tims Financial Services in connection with Tims Rewards is subject to the applicable Tims Rewards terms and conditions, and any applicable additional terms incorporated by reference within the Tims Rewards terms and conditions (including, without limitation, any Specific Offer Terms as defined in the Tims Rewards terms and conditions) (collectively, the “**Tims Rewards Terms**”).

These Tims Financial Terms are separate from the terms and conditions that apply to the Services (as defined in Tim Hortons’ general Terms of Service available at www.timhortons.ca/terms-of-use). Certain functionalities of the Services allow you to use Tims Financial Products with the Services. In addition to these Tims Financial Terms, your use of Tims Financial Products with the Services is subject to the Tim Hortons’ general Terms of Service and any applicable additional terms incorporated by reference within the general Terms of Service (collectively, the “**Terms of Service**”).

These Tims Financial Terms are separate from the terms and conditions that apply to Mobile Payment (as defined in the Tim Hortons’ Mobile Order and Payment Terms available at <https://www.timhortons.ca/mobile-ordering-and-payment-terms>) and the terms and conditions that apply to any other type of payment functionality that may be available in connection with use of some Tims Financial Products (for example, any other terms and conditions that apply to Apple Pay and Google Pay, as applicable). If you use Tims Financial Products for Mobile Payment or other applicable payment functionality, in addition to these Tims Financial Terms, such use of Tims Financial Products is subject to the Mobile Order and Payment Terms, and any applicable additional terms incorporated by reference within the Mobile Order and Payment Terms (collectively, the “**Mobile Order and Payment Terms**”), or the terms and conditions that apply to any other type of applicable payment functionality.

In the event of any conflict or any inconsistency between: (i) any provision of these Tims Financial Terms and the Specific Offer Terms (defined below), Tims Rewards Terms, Terms of Service and/or Mobile Order and Payment Terms (collectively, the “**Additional Tim Hortons Terms**”), these Tims Financial

Terms shall prevail; (ii) any provision of these Tims Financial Terms and your applicable Cardholder or Account Agreement and/or any other Neo Terms, the terms of your applicable Cardholder or Account Agreement shall prevail; or (iii) any provision of the Additional Tim Hortons Terms and your applicable Cardholder or Account Agreement and/or any other Neo Terms, the terms of your applicable Cardholder or Account Agreement shall prevail, unless TDL (defined below) communicates otherwise (for example, by posting a notice on the Services and/or sending a message to the email address (or other contact information we have for you at our discretion) associated with your Tims Financial Product and/or Tims Rewards account) with an explicit reference to the provisions that are in conflict or inconsistent and its decision regarding resolving such conflict or inconsistency, and such determination is final and binding on you. The Additional Tim Hortons Terms and the Neo Terms shall be collectively referred to as the **“Additional Financial Services Terms”**.

2. Binding Agreement

These Tims Financial Terms are a binding legal contract between you and The TDL Group Corp., including without limitation the TIM HORTONS® brand (collectively, **“TDL”**).

Please read these Tims Financial Terms and the Additional Financial Services Terms carefully before using any Tims Financial Services. Your use of Tims Financial Services means that you agree to be bound by these Tims Financial Terms and any applicable Additional Financial Services Terms. Do not use the Tims Financial Services if you do not accept these Tims Financial Terms and any applicable Additional Financial Services Terms.

EXCEPT WHERE PROHIBITED BY APPLICABLE LAW, WHICH INCLUDES INDIVIDUALS RESIDENT IN THE PROVINCE OF QUEBEC, THESE TIMS FINANCIAL TERMS CONTAIN DISCLAIMERS OF WARRANTIES (SECTION 10), DISCLAIMERS OF LIABILITY AND AN EXCLUSIVE REMEDY (SECTION 11), AND A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER (SECTION 9). PLEASE READ THEM CAREFULLY.

3. Privacy

By using Tims Financial Services, you acknowledge that you have reviewed and understand our Tims Financial Privacy Policy (https://timsfinancial.ca/public/pdf/Tim_Hortons_Financial_Services-Privacy_Policy.pdf), and consent to the practices described in that policy.

4. Eligibility

To use Tims Financial Services, you must: (i) be a resident of Canada; (ii) have reached the legal age of majority in your province or territory of residence; (iii) have or obtain a Canadian Tims Rewards account (a **“Tims Rewards Account”**) as a Registered Participant (as defined in the Tims Rewards Terms); (iv) apply and be approved for a Tims Financial Product, or any other applicable Tims Financial Services that may be offered from time to time; and (v) be in compliance with all applicable Additional Financial Services Terms (including, without limitation, be in good standing under your applicable Cardholder or Account Agreement).

To apply for a Tims Financial Product, visit Tims Financial on the Tim Hortons Mobile App (the **“App”**) and follow the App’s applicable instructions. TDL may, in its sole and absolute discretion and at any time, make available additional Services, as defined in the Terms of Service, from which you may apply for Tims Financial Products. You must be logged in to your Tims Rewards Account in order to obtain a Tims Financial Product, or any other applicable Tims Financial Services.

IMPORTANT NOTE: You must have or obtain a Tims Rewards Account as a Registered Participant (as defined in the Tims Rewards Terms) to use Tims Financial Services. For certainty, you are not eligible

to use Tims Financial Services without a Tims Rewards Account (including, without limitation, you are not eligible to use Tims Financial Services in the event you terminate your Tims Rewards Account).

Your use of any Tims Financial Services will be automatically linked to your Tims Rewards Account used to apply for Tims Financial Products (for certainty, the Tims Rewards Account that you are logged in to while applying for a Tims Financial Product is the Tims Rewards Account that should be used to access your Tims Financial Product(s) and the Tims Financial Services). To register for a Tims Rewards Account, visit the App or the Tims Rewards website at <https://www.timhortons.com/timsrewards/> (the “**Website**”) and follow the applicable instructions.

Limit one (1) Tims Credit Card per person and per Tims Rewards Account.

5. Conduct and Security

All information that you provide to apply for, use and otherwise participate in Tims Financial Services must be truthful, accurate, current and complete and must not contain any fraudulent, false, inaccurate, untruthful or otherwise misleading personal details and/or information. You agree to promptly update this information in the event of any change to maintain its accuracy.

You are solely responsible for maintaining the confidentiality of any password, username and/or other Tims Financial Services access information that you are given or select, and you are responsible for all activities that occur under your Tims Financial Services. You agree to immediately notify Tims Financial (1-855-505-1964) of any unauthorized use of your Tims Financial Services access information or any other breach of security as set out within your applicable Cardholder or Account Agreement.

You may not use Tims Financial Services in any manner that could harm us or anyone else, interfere with Tims Financial Services, Tims Rewards or the Services, or use Tims Financial Services in any manner that violates any law. Your use of Tims Financial Services must comply with all applicable laws and regulations. You must not use any Tims Financial Services in a manner that violates any third party rights (including, without limitation, any right of publicity or privacy, or any other proprietary or other right of any person or entity, whether contractual, statutory or common law), as determined by TDL in its sole and absolute discretion.

Your use of Tims Financial Services must be for your personal use only. You are not permitted to use Tims Financial Services for business purposes.

For greater certainty and the avoidance of any doubt, your access to and use of Tims Financial Services and any Tims Financial Product is subject to these Tims Financial Terms, your applicable Cardholder or Account Agreement and all other applicable Additional Financial Services Terms.

To the fullest extent permitted by applicable law, TDL has the right to limit the use of, suspend or terminate any Tims Financial Service and/or any Tims Rewards Account if it determines or suspects that your Tims Financial Services information or your use of Tims Financial Services is not in compliance with these Tims Financial Terms and/or Additional Financial Services Terms.

6. Personalized Offers

From time to time, Tims Financial Services personalized offers may be made available to you, allowing you to receive Rewards (as defined in the Tims Rewards Terms), earn and/or redeem Points (as defined in the Tims Rewards Terms), or otherwise participate in or receive Tim Hortons benefits, all as determined by TDL in its sole and absolute discretion (the “**Financial Services Personalized Offers**”).

If a Financial Services Personalized Offer is made available to you, you will be notified via email,

depending on your communication preferences, in your Tims Rewards Account, or other means as determined by TDL in its sole discretion. Certain Financial Services Personalized Offers may only be made available to select Tims Financial Services participants. Each Financial Services Personalized Offer is subject to its specific terms and conditions (the “**Specific Offer Terms**”) (including, without limitation, as communicated to you via email, in your Tims Rewards Account, or other means as determined by TDL in its sole discretion) in addition to these Tims Financial Terms and the Additional Financial Services Terms.

Financial Services Personalized Offers cannot be combined with any other discounts, coupons or offers, unless otherwise stated within these Tims Financial Terms or the applicable Specific Offer Terms. Notwithstanding the foregoing, Financial Services Personalized Offers may be combined with Tims Rewards Personalized Offers and Rewards (as defined in the Tims Rewards Terms), unless otherwise stated within the applicable Specific Offer Terms. Financial Services Personalized Offers are subject to change at any time without notice, all as determined by TDL in its sole and absolute discretion.

Tims Rewards Personalized Points Offers

From time to time, a Financial Services Personalized Offer may be made available to you consisting of an offer permitting you to earn and/or redeem Offer Points (as defined in the Tims Rewards Terms) in connection with an Eligible Purchase Transaction (as defined in the Tims Rewards Terms) and/or other eligible transaction(s), determined by TDL in its sole and absolute discretion and in accordance with the applicable Specific Offer Terms (a “**Financial Services Personalized Points Offer**”). A Financial Services Personalized Points Offer may be made available on the basis of a variety of factors (as determined by TDL in its sole and absolute discretion). Financial Services Personalized Points Offers will be selected by TDL in its sole and absolute discretion and are subject to change at any time without notice, all as determined by TDL in its sole and absolute discretion.

Unless otherwise stated within these Tims Financial Terms or the Specific Offer Terms that apply to a Financial Services Personalized Points Offer, the following terms and conditions apply to Financial Services Personalized Points Offers: (i) certain transactions, as set out within the Specific Offer Terms, do not qualify to earn Offer Points; (ii) the ability to earn, redeem and/or otherwise use Offer Points is subject to your compliance with these Tims Financial Terms and all applicable Additional Financial Services Terms (including, without limitation, being in good standing under your applicable Cardholder or Account Agreement); and, (iii) use of your Tims Rewards Account and Offer Points is subject to the Tims Rewards Terms.

7. Mobile Payment

You may choose to set up Mobile Payment (as defined in the Mobile Order and Payment Terms) using your Tims Financial Products available. If you set up Mobile Payment using your Tims Financial Products, the Mobile Payment terms that apply to use of a saved credit card as set out within the Mobile Order and Payment Terms shall apply to your use of a Tims Financial Product for Mobile Payment.

8. Termination

To the fullest extent permitted by applicable law, in our sole discretion, we may restrict, suspend, or terminate your access to and use of the Tims Financial Services, in whole or in part, with or without prior notice. To the fullest extent permitted by applicable law, we may also suspend, amend or terminate any of the Tims Financial Services and/or these Tims Financial Terms, in whole or in part, with or without prior notice.

TDL and all other Released Parties (defined below) are not responsible for any error in copy or images relating to Tims Financial Services, the Tims Financial Products or any other products offered via Tims

Financial Services. Errors will be corrected when discovered and TDL reserves the right to revoke any stated offer and to correct any error, inaccuracy, or omission (including after an order has been submitted).

Any provision of these Tims Financial Terms which expressly or by its nature survives termination or expiration, or which contemplates performance or observance subsequent to termination or expiration of these Tims Financial Terms, will survive expiration or termination of these Tims Financial Terms for any reason. TDL also reserves the right to seek all remedies available at law and in equity for violations of these Tims Financial Terms and/or the Additional Financial Services Terms. Upon termination or expiration, you must cease all use of Tims Financial Services.

9. Governing Law, Arbitration, and Class Action Waiver

THIS SECTION DOES NOT APPLY TO RESIDENTS OF THE PROVINCE OF QUEBEC. The following terms apply to all legal disputes regarding Tims Financial Services between you and TDL, unless any such dispute is governed by the terms of your applicable Cardholder or Account Agreement, in which instance in the event of any conflict or any inconsistency between any of the following terms and your applicable Cardholder or Account Agreement, the terms of your applicable Cardholder or Account Agreement shall prevail). These Tims Financial Terms are governed by the laws of Canada and the Province of Ontario, without giving effect to their principles of conflicts of law. Except where prohibited by applicable law, by using Tims Financial Services, you waive any claims that may arise under the laws of other states, provinces, countries, territories, or jurisdictions.

Except where prohibited by applicable law, by using Tims Financial Services (and Tims Rewards and any Services connected therewith), you agree that: (a) any and all disputes, claims, and causes of action arising out of or connected with Tims Financial Services shall be resolved individually, without resort to any form of class or representative action and exclusively by arbitration, as set out below; (b) any and all claims, judgments and rewards shall be limited to actual out-of-pocket costs incurred, but in no event legal fees; and (c) under no circumstances will you be permitted to seek recovery for, and you hereby waive any and all rights to claim or seek recovery of punitive, incidental and/or consequential damages, other than for actual out-of-pocket expenses, and waive any and all rights to have damages multiplied or otherwise increased.

Except where prohibited by applicable law, by using Tims Financial Services (and Tims Rewards and any Services connected therewith), you agree that any and all disputes, claims, and causes of action arising out of or connected with Tims Financial Services shall be referred to and finally resolved by binding arbitration. The arbitration shall be commenced and conducted before the Canadian Arbitration Association, pursuant to the general Canadian Arbitration Association Rules for Arbitration. The place of arbitration shall be Toronto, Ontario. The language of the arbitration shall be English. The arbitration shall proceed in accordance with the provisions of the *Arbitration Act* (Ontario). Any Party may serve notice of its desire to refer a dispute to arbitration. The arbitration shall be conducted by a single arbitrator. The decision arrived at by the arbitrator shall be final and binding and no appeal shall lie therefrom. Judgement upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

10. Disclaimer of Warranties

THE LAWS OF SOME JURISDICTIONS, INCLUDING THE PROVINCE OF QUEBEC, MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF REPRESENTATIONS, WARRANTIES OR CONDITIONS, SO SOME OF THE BELOW EXCLUSIONS MAY NOT APPLY TO YOU. IN SUCH CASE, EXCLUSIONS WILL APPLY TO THE GREATEST EXTENT CONSISTENT WITH APPLICABLE LAW. YOUR USE OF TIMS FINANCIAL SERVICES (AND TIMS REWARDS AND ANY SERVICES CONNECTED THEREWITH) IS ENTIRELY AT YOUR OWN RISK. WE MAKE NO

REPRESENTATIONS, WARRANTIES OR CONDITIONS ABOUT TIMS FINANCIAL SERVICES (NOR TIMS REWARDS OR ANY SERVICES CONNECTED THEREWITH), INCLUDING, WITHOUT LIMITATION, THE OPERATION OF TIMS FINANCIAL SERVICES (AND TIMS REWARDS AND ANY SERVICES CONNECTED THEREWITH), THE SERVICES OR THE INFORMATION, MATERIALS, GOODS, OR SERVICES APPEARING OR OFFERED ON THE SERVICES OR WITH RESPECT TO ANY WEBSITES OR SERVICES LINKED FROM THE SERVICES. TIMS FINANCIAL SERVICES (AND TIMS REWARDS AND ANY SERVICES CONNECTED THEREWITH) ARE PROVIDED "AS IS", "WITH ALL FAULTS," AND "AS AVAILABLE." WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE DISCLAIM ALL WARRANTIES AND CONDITIONS, EXPRESS, STATUTORY, OR IMPLIED, INCLUDING BUT NOT LIMITED TO (I) THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, TITLE, QUIET ENJOYMENT, NO LIENS, AND NO ENCUMBRANCES; (II) THE WARRANTIES AGAINST INFRINGEMENT, MISAPPROPRIATION, OR VIOLATION OF ANY INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS OF ANY PERSON OR ENTITY; (III) WARRANTIES ARISING THROUGH COURSE OF DEALING OR USAGE IN TRADE; AND (IV) THE WARRANTIES RELATING TO THE ACCURACY, RELIABILITY, CORRECTNESS, OR COMPLETENESS OF DATA OR CONTENT MADE AVAILABLE ON TIMS FINANCIAL SERVICES, TIMS REWARDS, THE SERVICES OR OTHERWISE BY TDL. FURTHER, THERE IS NO WARRANTY THAT TIMS FINANCIAL SERVICES WILL MEET YOUR NEEDS OR REQUIREMENTS OR THE NEEDS OR REQUIREMENTS OF ANY OTHER PERSON OR ENTITY OR THE NEEDS OR REQUIREMENTS SET FORTH IN ANY DOCUMENTATION. WE MAKE NO WARRANTIES OR CONDITIONS, EXPRESS, STATUTORY, OR IMPLIED, THAT TIMS FINANCIAL SERVICES (TIMS REWARDS AND ANY SERVICES CONNECTED THEREWITH), INCLUDING, WITHOUT LIMITATION, THE CONTENT, FUNCTIONS, OR MATERIALS CONTAINED IN TIMS FINANCIAL SERVICES WILL BE TIMELY, SECURE, ACCURATE, ERRORFREE, COMPLETE, UP-TO-DATE, FREE OF VIRUSES, OR UNINTERRUPTED. TDL EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES, CONDITIONS, AND LIABILITIES IN CONNECTION WITH ANY USER CONTENT OR TDL CONTENT. NO INFORMATION MADE AVAILABLE BY OR ON BEHALF OF TDL SHALL CREATE ANY WARRANTY OR CONDITION.

IF APPLICABLE LAW DOES NOT ALLOW THE EXCLUSION OF SOME OR ALL OF THE ABOVE IMPLIED OR STATUTORY WARRANTIES TO APPLY TO YOU, THE ABOVE EXCLUSIONS WILL APPLY TO YOU TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

11. Exclusive Remedy and Limitation of Liability

THE LAWS OF SOME JURISDICTIONS, INCLUDING THE PROVINCE OF QUEBEC, MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, LOSSES OR LIABILITY, SO SOME OF THE BELOW EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH CASE, EXCLUSIONS AND LIMITATIONS WILL APPLY TO THE GREATEST EXTENT CONSISTENT WITH APPLICABLE LAW.

UNDER NO CIRCUMSTANCES, INCLUDING WITHOUT LIMITATION NEGLIGENCE, WILL ANY OF THE RELEASED PARTIES (DEFINED BELOW) BE LIABLE FOR DAMAGES OR LOSSES, INCLUDING WITHOUT LIMITATION DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OR LOST PROFITS ARISING OUT OF THESE TIMS FINANCIAL SERVICES TERMS, THE ADDITIONAL FINANCIAL SERVICES TERMS, OR YOUR ACCESS, USE, MISUSE, OR INABILITY TO USE TIMS FINANCIAL SERVICES (AND TIMS REWARDS AND ANY SERVICES CONNECTED THEREWITH), HOWEVER CAUSED, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, EVEN IF TDL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, LINE OR SYSTEM FAILURE, OR OTHER

TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR DEVICE, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF TIMS FINANCIAL SERVICES.

BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE RELEASE PARTIES' LIABILITY IN SUCH JURISDICTIONS FOR SUCH DAMAGES SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW. ANY CLAIM AGAINST US SHALL BE LIMITED TO THE AMOUNT YOU PAID, IF ANY, FOR USE OF TIMS FINANCIAL SERVICES.

12. Indemnification

You agree to indemnify, hold harmless, and defend TDL, its financial services providers, including Neo Financial Technologies Inc., Restaurant Brands International, Inc., their respective parent companies, subsidiaries, affiliates and licensors, any party involved in operating, creating, producing, or delivering Tims Financial Services (including without limitation third party advertisers), and each of their respective officers, owners, directors, shareholders, contractors, agents, employees, general and limited partners, successors, and assigns (collectively, the "**Released Parties**") from and against any and all demands, claims, damages, liabilities, judgments, fines, interest, penalties, losses, costs, expenses, and harms, including without limitation reasonable attorneys' fees and fees of other professional advisers, arising out of or in connection with (i) your use of Tims Financial Services (and Tims Rewards and any Services connected therewith), (ii) your online conduct in connection with Tims Financial Services (and Tims Rewards and any Services connected therewith), (iii) your (or anyone using your Tims Financial Services and/or Tims Rewards Account) violation or breach of these Tims Financial Terms, and/or the Additional Financial Services Terms, (iv) your failure to comply with any applicable laws or regulations in connection with Tims Financial Services (and Tims Rewards and any Services connected therewith), (v) your negligence, willful misconduct, or violations of the intellectual property or other rights of any person in connection with Tims Financial Services (including without limitation third party advertisers) (and Tims Rewards and any Services connected therewith), or (vi) any of your dealings or transactions with other persons, persons or third party platforms resulting from use of Tims Financial Services (and Tims Rewards and any Services connected therewith). You shall not settle any such claim without the prior written consent of TDL. These obligations will survive any termination of these Tims Financial Terms and/or the Additional Financial Services Terms.

13. Integration, Severability and Waiver

These Tims Financial Terms, the Additional Financial Services Terms and all other Tims Financial Services legal notices, statements or terms and conditions posted or made available to you on the Services constitute the entire agreement between TDL and you. In the event any provision of these Tims Financial Terms and/or the Additional Financial Terms is held unenforceable, it will not affect the enforceability of the remaining provisions and will be replaced by an enforceable provision that comes closest to the intention underlying the unenforceable provision. Our failure to enforce any provisions of these Tims Financial Terms, the Additional Financial Services Terms, or respond to a breach by you or other parties shall not in any way waive our right to enforce subsequently any terms or conditions of these Tims Financial Terms, the Additional Financial Services Terms or to act with respect to similar breaches.

14. Amendment

Only if required by applicable law (a "**Prescribed Notice of Amendment**") or at TDL's sole discretion, TDL will provide written notice of a proposed change to these Tims Financial Terms. A Prescribed Notice of Amendment will be provided at least thirty (30) days (or such other period as may be required by applicable law) before the change comes into effect, by posting a notice on the Services, sending a message to the email address (or other contact information we have for you at our discretion) and/or

via any other means and/or any other contact information we have for you, in our sole discretion. Pursuant to a Prescribed Notice of Amendment, if you do not agree with the applicable change, you may refuse the change and cancel your agreement with us rather than accept the change at any time in the thirty (30) day period (or such other period as may be required by applicable law) prior to such change coming into effect (and such cancellation shall be subject to the applicable (including without limitation any additional) cancellation terms and procedures of the Additional Financial Services Terms), or, if required by applicable law and such amendment increases your obligations or decreases TDL's obligations under these Tims Financial Terms, you refuse the change and cancel your agreement with us at no cost or penalty, no later than thirty (30) days after the change comes into effect by sending us a notice to that effect (and such cancellation shall be subject to the applicable (including without limitation any additional) cancellation terms and procedures of the Additional Financial Services Terms).

15. Contact Information

Please direct any questions, complaints, or comments related to Tims Financial Services to:

The TDL Group Corp.
130 King St. W, Suite 300
Toronto
ON M5X 1E1
Canada
Email: support@timsfinancial.ca