

TIMBER MART RELOADABLE GIFT CARDS

TERMS OF USE AGREEMENT

IMPORTANT - PLEASE READ: The following agreement (the “Agreement”) is made between you and TIM-BR MARTs Ltd., its affiliates and dealers (collectively hereinafter referred to as “us”, “we” or “TIM-BR MART”) and outlines the terms and conditions that apply to your TIMBER MART pre-paid reloadable gift card (the “Gift Card”).

By using your Gift Card, you signify that you have read, fully understand and agree to be legally bound by the terms and conditions of this Agreement and to comply with all applicable laws and regulations as they may change from time to time. **IF YOU DO NOT ACCEPT AND AGREE TO BE BOUND BY AND COMPLY WITH ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, THEN YOU ARE NOT PERMITTED TO USE THE GIFT CARD.** Please keep a copy of this Agreement for your records. This Agreement will govern the use of your Gift Card by you and anyone else who holds or uses your Gift Card.

1. ABOUT YOUR GIFT CARD ACCOUNT: TIMBER MART PURCHASES ONLY

The Gift Card allows you to load a Canadian dollar value onto your Gift Card for future purchases at participating TIMBER MART locations. The dollar value that you load onto your Gift Card is a pre-payment only for the goods and services at participating TIM-BR MART stores and use of your Gift Card is limited to participating TIM-BR MART locations in Canada only. No credit card, credit line, or overdraft protection is associated with the Gift Card. Unless otherwise required by law or permitted by this Agreement, any amount loaded onto your Gift Card is non-refundable and may not be redeemed for cash – whether at TIMBER MART stores or elsewhere. No interest, dividends, or any other earnings on funds deposited onto your Gift Card will accrue or be paid or credited to you by TIM-BR MART. The value associated with the Gift Card is not insured by the Canadian Deposit Insurance Corporation (CDIC). TIM-BR MART reserves the right, in its sole discretion, not to accept, load, re-load or re-issue any Gift Card, or to otherwise limit the use of any Gift Card, if we reasonably believe that use of the Gift Card is unauthorized, fraudulent, or otherwise unlawful.

2. PURCHASING, LOADING AND RELOADING VALUE ON YOUR GIFT CARD

You may purchase your Gift Card at any participating TIMBER MART location in Canada, or by going online at www.timbermart.ca. You can load (or reload) a dollar value on your Gift Card only at participating TIMBER MART locations in Canada by using cash, an approved credit card or debit card (where available). Gift Cards cannot be reloaded online. All amounts loaded onto your Gift Card are held and denominated in Canadian currency and can only be used within Canada at participating TIM-BR MART locations. The loaded amount will appear on your Gift Card immediately. You may not load more than \$500 worth of value to your Gift Card and the minimum amount that may be loaded onto your Gift Card

is \$10. TIM-BR MART may change the maximum or minimum amounts that may be loaded onto your Gift Card at any time in its sole discretion, and we will post such changes online at www.timbermart.ca

3. FEES AND EXPIRATION OF CARD BALANCES

TIM-BR MART does not charge any fees for the issuance, activation, or use of your Gift Card and your Gift Card has no expiration date.

4. RECEIPTS AND STATEMENTS

You will not be sent statements of itemized transactions from your Gift Card. You can check the balance of your Gift Card in-store only at participating TIMBER MART locations. The balance for your Gift Card will also appear on your receipt from a point-of-sale register. When you use your Gift Card, you will be offered a receipt but will not be asked to sign the receipt. The receipt will indicate that the purchase was made using the Gift Card and will provide the remaining balance of your Gift Card. You should retain your original receipt from each transaction in order to ensure that your Gift Card balance is correct. You will need to produce your receipt(s) in the event of a balance dispute.

5. BILLING ERRORS, CORRECTIONS

We reserve the right to correct the balance of your Gift Card if we believe that a clerical, billing, accounting or other error has occurred. We shall have no liability for any billing error unless you provide us written notice within sixty (60) days of the date of the transaction in question. You should monitor your transactions and account balances closely.

6. LIABILITY FOR UNAUTHORIZED TRANSACTIONS

Because your Gift Card is used like cash for purchases from participating TIMBER MART locations in Canada, you are responsible for all transactions associated with your Gift Card, including unauthorized transactions.

7. PRIVACY STATEMENT

For information concerning how we collect, use and disclose your information, please refer to our privacy policy at www.timbermart.ca

8. AMENDMENTS TO THIS AGREEMENT AND THE GIFT CARDS

We reserve the right to amend the terms or conditions of this Agreement and the Gift Card at any time, including any rights or obligations you or we may have. We will post the terms

and conditions of the amended Agreement on our website at www.timbrmart.ca and will send you written notice. Subject to applicable law, any amendment will become effective at the time we post the amended agreement on our website or as otherwise stated in our notice to you. Unless we state otherwise, the amendment will apply to your future and existing Gift Card(s). You are deemed to accept the amendments if: (i) you do not notify us to the contrary in writing within twenty (20) days of the date of our notice or such other time specified in the notice; or (ii) you use your Gift Card after such notice period. If you do not accept the amendments, your Gift Card will be cancelled and, upon written request, any amounts remaining on your Gift Card will be refunded to you.

9. SUSPENSION OR TERMINATION OF THIS AGREEMENT

We may suspend or terminate this Agreement in whole or in part at any time and for any reason or no reason without notice or liability to you, including in connection with the termination of the Gift Card program. If we terminate this Agreement, we will refund or issue store credits equal to the balance on your Gift Card at the time of such cancellation.

10. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the domestic laws of the Province of Ontario, Canada, notwithstanding any conflict of law rules. You hereby irrevocably submit to the exclusive jurisdiction of the courts of the Province of Ontario in the City of Toronto in relation to all disputes arising from or related to this Agreement, your use of the Gift Card and any related matters.

11. DISCLAIMERS AND LIMITS OF LIABILITY

TIM-BR MART MAKES NO REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE GIFT CARD, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE ARE HEREBY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF IMPLIED WARRANTIES, SO THIS MAY NOT BE APPLICABLE TO YOU.

TIM-BR MART DOES NOT REPRESENT OR WARRANT THAT YOUR GIFT CARD WILL ALWAYS BE ACCEPTED OR THE GIFT CARD PROGRAM WILL ALWAYS BE ACCESSIBLE.

IN THE EVENT THAT TIM-BR MART OR ITS AFFILIATES ARE FOUND LIABLE TO YOU, YOU SHALL ONLY BE ENTITLED TO RECOVER ACTUAL AND DIRECT DAMAGES AND SUCH DAMAGES SHALL NOT EXCEED THE LAST BALANCE HELD ON YOUR GIFT CARD IMMEDIATELY PRIOR TO THE TIME AT WHICH SUCH DAMAGES AROSE. TIM-

BR MART AND ITS AFFILIATES SHALL HAVE NO LIABILITY FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT, REVENUE, USE OR DATA) ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR ANY GIFT CARD, WHETHER IN CONTRACT (INCLUDING FUNDAMENTAL BREACH), WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, EVEN IF WE OR OUR AUTHORIZED REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SUBJECT TO APPLICABLE LAW, IN NO EVENT SHALL TIM-BR MART OR ITS AFFILIATES HAVE ANY LIABILITY FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF A GIFT CARD THROUGH ACCIDENT, MISUSE, OR FRAUDULENT MEANS OR DEVICES BY YOU OR ANY THIRD PARTY, OR AS A RESULT OF ANY DELAY OR MISTAKE RESULTING FROM ANY CIRCUMSTANCES BEYOND OUR CONTROL.

12. ASSIGNMENT

We may assign all or part of this Agreement without notice to you. We are then released from all liability. The assignee shall have the same rights and obligations as the assignor.

13. ENTIRE AGREEMENT

This Agreement is the complete and exclusive statement of agreement between you and TIM-BR MARTs Ltd, and supersedes and merges all prior proposals and all other agreements. In the event that any provision of this Agreement shall be determined to be illegal or unenforceable, that provision will be deemed to have been amended or severed to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. Headings herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.

14. QUESTIONS OR NOTICES

If you have any questions or wish to send us any notice regarding this Agreement or your Gift Card, please email giftcards@timbrmart.ca with all enquiries.