

TERMS OF USE & PRIVACY POLICY

1. INTRODUCTION

This page states the “Terms of Use and Privacy Policy” under which you may use our Mobile Application (the “Mobile App”). Therefore, please read this page carefully. Your authorization to use the Mobile App is conditioned on your agreement with and acceptance of this Terms of Use and Privacy Policy. By using this Mobile App, you are indicating your acceptance to be bound by this Terms of Use and Privacy Policy and any future revisions thereto. We may revise this Terms of Use and Privacy Policy at any time by updating this posting. Your continued or subsequent use of the Mobile App after such revisions have been made will constitute your acceptance of such revised Terms of Use and Privacy Policy. For this reason, you should visit this page periodically to review this Terms of Use and Privacy Policy. As used in this Terms of Use and Privacy Policy, the terms “Company,” “we,” “us” and “our” refer to Scotiabank Centre and its subsidiaries and affiliates. To the extent the websites of any third party, our subsidiaries or our affiliates contain terms of use and/or privacy policies that may apply to this Mobile App and are inconsistent with any terms in this Terms of Use and Privacy Policy, the language in this Terms of Use and Privacy Policy shall control for this Mobile App.

2. MOBILE APP CONTENT

You acknowledge that the Mobile App contains information, data, software (whether applications, scripts, plug-ins or applets), photographs, graphics, text, sound, images and other material (collectively, the “Content”) that are protected, individually and collectively, by copyright, trademark, patent or other proprietary rights of the Company or third parties. You may not modify, remove, delete, augment, add to, publish, transmit, participate in the transfer or sale of, create derivative works from, or in any way exploit any of the Content, in whole or in part, except as expressly allowed by this Terms of Use and Privacy Policy or applicable law (including, without limitation, copyright, trademark and patent law). Subject to the terms and conditions of this Terms of Use and Privacy Policy, we grant you a non-exclusive, non-transferable, limited right to access, use and display this Mobile App and the materials thereon. You agree to comply with all laws relating to copyrights, trademarks or patents, in your use of this Mobile App, and to prevent unauthorized copying of the Content. Concerning certain, designated Content, you may make a single copy of the Content, provided that the copy is made only for your personal, informational and non-commercial use and that you do not alter or modify the Content in any way. You must not delete or alter any notices contained in the Content, such as all copyright notices, trademark legends, or other proprietary rights notices. Except as provided above, you may not upload, post, reproduce, modify or distribute in any way the Content without obtaining permission of the owner of the copyright or other proprietary right. Your access and use of the Mobile App in accordance with this Terms of Use and Privacy Policy does not give you any right or interest in any Content or other information available on the Mobile App, which at all times shall remain the property of the Company or other owner.

3. ORDER PLACEMENT, PAYMENT, PICK-UP, AND DELIVERY

All orders you make through the Mobile App are subject to these Terms of Use and Privacy Policy. Pricing and other terms related to purchases may be changed at any time. Prices may differ from those for purchases made through other channels. We reserve the right to change the prices offered through the Mobile App at any time. By completing a purchase through the Mobile App, you are agreeing to pay in full the prices and all applicable taxes and specified fees related to your purchase. We reserve the right to change the permitted methods of payment, including the credit cards we accept, at any time. If complete payment for your purchase is not received and verified, your purchase will not be processed. If you do not complete or improperly complete your order, it may not be accepted or acknowledged. In order to complete an order, you may be required to provide certain additional information that is required to process your order. For example, you will be required to provide valid payment information (e.g. a valid credit card number and expiration date) to facilitate payment. When you place an order, a hold may be placed on your payment card for the amount of your order. When paying by credit card, you will be billed for your order at the time your order is sent to the location where it is to be prepared. You will be responsible for all applicable taxes and gratuity related to your order. Applicable taxes will be charged at the time you are billed. Taxes may depend on your location. The time and location at which you may pick up your order will be specified in the Application at the time you place your order. Without limiting the generality of these Terms of Use and Privacy Policy, we reserve the right to limit, cancel, or refuse any order you place with us. Further, we reserve the right to verify the validity of all orders and cancel any order if we find evidence of fraud, tampering and/or any other violation of these Terms. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same account, the same credit card, and/or orders that use the same billing address. All orders are subject to verification by Scotiabank Centre at any time and for any reason. We reserve the right, in our sole and absolute discretion, to require proof of identity (in a form acceptable to Scotiabank Centre: (i) for the purposes of verifying the legitimacy of any order, pick up, delivery, and/or other information; and/or (ii) for any other reason we deem necessary, in our sole and absolute discretion, for the purposes of fulfilling an order in accordance with our interpretation of the terms and conditions of this Agreement. In order to help protect you and Scotiabank Centre from fraudulent transactions, we may provide your transaction-related information to a reputable third-party organization to perform a verification. As the Application allows you to place orders for the preparation of food and beverages, order cancellations, returns or refunds are not permitted.

4. PRIVACY POLICY

(a) Aggregate Information Gathered by the Company. We may gather information about all of our users collectively, and not on an individual basis, for purposes such as determining which parts of our Mobile App users access most frequently. This information helps us determine which parts of our Mobile App are most beneficial for users, and how we can continually create a better overall experience for you. We only use such data in the aggregate and anonymously.

(b) Information About You Specifically. In some instances, we allow you to provide us with specific information about you, such as your name, address, email address, telephone number, payment information or other pertinent personal information ("Personal Information"). For example, we may collect Personal Information when you provide it to us when you download the Mobile App, create an account, or make a purchase. If you elect to provide us with your Personal Information, we may use that information : (i) to provide you with certain of our publications, (ii) to notify you of other information regarding the Company (iii) to operate the Mobile App (iv) to facilitate a purchase you choose to make, including facilitating payment for your purchase (v) to respond to your questions and inquiries (vi) to conduct market research and surveys (vii) to conduct promotional activities (viii) to improve our products, services, and Mobile App, (ix) to supply you with requested information (x) to notify you when an order you have made using the Mobile App is ready for pickup or to provide delivery updates, (xi) to protect our assets and the security and integrity of our systems and data, (xii) to send you informational or promotional communications that you have agreed to receive, (xiii) to validate credentials, authenticate customers, and prevent fraudulent transactions; (xiv) to identify product and service preferences; (xv) to carry out other purposes that are disclosed to you and to which you consent; and (xvi) to carry out any other purpose permitted or required by law. If you provide us with your Personal Information, but later decide you no longer want us to send you any information about us, simply contact us at the address set forth in the "Feedback" or "Contact" section of the Site.

(c) Technical Information. When you use the Mobile App, we may automatically collect technical information, such as the type of mobile device you use, mobile network information, the type of mobile browser you use, or your time zone setting. The Application may contain third-party plug-ins and/or applications, and/or links to third-party websites that are not owned, controlled or operated by Scotiabank Centre, including without limitation, social media plug-ins, and the Application may also include links to third-party ads on the Application or otherwise, to or from third-party websites (collectively, "Third-Party Applications"), including websites operated by advertisers, licensors, licensees, and certain other third parties. These plug-ins and/or applications may include functionality that allows you to create or login to an account using information that is accessed from one of your social media profiles. We may have no control over the content, operations, policies, terms, or other elements of Third-Party Applications, and we do not assume any obligation to review any Third-Party Applications. Scotiabank Centre does not necessarily endorse, approve, or sponsor any Third-Party Applications, or any third-party content, advertising, information, materials, products, services, or other items. Furthermore, we are not responsible for the quality or delivery of the products or services offered, accessed, obtained by or advertised at such Third-Party Applications. Finally, we will under no circumstances be liable for any direct, indirect, incidental or special loss or other damage, whether arising from negligence, breach of contract, defamation, infringement of copyright or other intellectual property rights, caused by the exhibition, distribution or exploitation of any information or content contained within these Third-Party Applications. Any activities you engage in connection with any of the same are subject to the privacy and other policies, terms and conditions of use and/or sale, and rules issued by the operator of the Third-Party Applications. We disclaim all liability in connection therewith. Any interactions, correspondence, transactions, and other dealings that you have with any third parties found on or through the

Service (including on or via Third-Party Applications or advertisements) are solely between you and the third party (including issues related to the content of third-party advertisements, payments, delivery of goods, warranties (including product warranties), privacy and data security, and the like). We disclaim all liability in connection therewith.

(d) Information About Your Location. In order to use some features of the Mobile App, we may need to utilize your location. When you open, use, or interface with the Mobile App on your mobile device, we may use the location information from your mobile device to tailor content based on your proximity to certain locations (such as showing you nearby dining locations or providing you with additional information about dining locations based on your proximity). This information is not shared with others. The Mobile App may use your mobile device's "background location" to provide you with additional information and reminders, including to send you notifications. If you have "background location" turned on, the Mobile App may periodically store your location, such as to analyze foot traffic in and around certain dining locations, even if you are not directly interfacing with the Mobile App.

(f) General Information Disclosure. Except as described in this Terms of Use and Privacy Policy, we do not disclose information about your individual use of the Mobile App, or personal information that you provide, such as your name, address, email address, telephone number, etc., to any persons or firms, except when we believe the law requires it or to protect the Company, our users or others. We employ other companies and individuals to perform functions on our behalf. Examples may include hosting our Web servers, delivering promotional or transactional materials to you on our behalf, facilitating payments, analyzing data and providing customer service. These other companies will have access to your personal information as necessary to perform their functions, but they may not share that information with any third party. We reserve the right to transfer any Personal Information we have about you in the event that we merge with or are acquired by a third party or should any such transaction be proposed. We may also use or disclose your Personal Information to third parties if we have reason to believe that using or disclosing such information is necessary to: (a) conduct investigations of possible breaches of law; (b) identify, contact, or bring legal action against someone who may be violating an agreement they have with us; (c) investigate security breaches or cooperate with government authorities pursuant to a legal matter, for example, if we are subject to a subpoena, court order, or the information is requested by the police or another law enforcement entity; or (d) to protect our rights, safety or property.

(g) Scotiabank Centre does not knowingly collect Personal Information from anyone under the age of 18 ("minor"). If a minor has already provided us with Personal Information, his or her parent or guardian may contact us for the purpose of deleting this information. If we become aware that a minor has provided us with Personal Information, we will delete such information from our files.

(h) How we Protect Personal Information. The security of your Personal Information is important to us. We protect your Personal Information by maintaining physical, administrative and technological safeguards intended to help protect against unauthorized use, disclosure or access. Personal Information may only be accessed by persons within our organization, or our third-party service

providers, who require such access to carry out the purposes indicated above. Personal Information we collect is maintained in a cloud-based server. The security of your Personal Information is important to us. We protect your Personal Information by maintaining physical, administrative and technological safeguards intended to help protect against unauthorized use, disclosure or access. We retain Personal Information that we collect for as long as reasonably necessary to fulfill the purposes for which it was collected or to meet any legal requirements. We have retention standards which meet these requirements. Although we have taken measures to help protect our Application, computer systems and any Personal Information that we have collected from unauthorized use, access, disclosure, misuse, alteration or destruction, no security measures can provide absolute protection. We cannot ensure or warrant the security of any information you provide to us. All third parties that obtain Personal Information from us (e.g. service providers that perform functions on our behalf) are required to protect your confidentiality and Personal Information in a manner consistent with this policy, and/or as required by law. Some or all of the Personal Information we collect may be stored or processed on servers located outside your jurisdiction of residence, including in Canada or the United States, whose data protection laws may differ from the jurisdiction in which you live. As a result, this information may be subject to access requests from governments, courts, or law enforcement in those jurisdictions according to laws in those jurisdictions. Subject to applicable laws in such other jurisdictions, we will use reasonable efforts to ensure that appropriate protections are in place to require the data processor in that country to maintain protections on the Personal Information.

(i) Concerns About Our Privacy Policy. If you have any questions regarding this Privacy Policy, any Personal Information you have submitted to us, or you would like to (i) access Personal Information that you have already provided to us so that you can correct or update it, or request that it be deleted; (ii) request the deletion of Personal Information regarding your minor child; or (iii) report any violation of this Privacy Policy, please advise us by contacting us in writing at PO Box 955, 1800 Argyle Street, Halifax, NS B3J 2V9.

5. DISCLAIMERS AND LIMITATIONS ON LIABILITY

(a) YOU EXPRESSLY AGREE THAT USE OF THE MOBILE APP IS AT YOUR SOLE RISK. NEITHER WE, NOR OUR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES OR OTHERS (COLLECTIVELY, THE "PROVIDERS"), WARRANT THAT (i) USE OF THE MOBILE APP WILL BE UNINTERRUPTED OR ERROR-FREE; (ii) THE INFORMATION, CONTENT, ADVICE OR OPINIONS PROVIDED ON OR THROUGH THE MOBILE APP IS ACCURATE, COMPLETE, RELIABLE OR CURRENT; OR (iii) THE MOBILE APP AND ITS SERVER ARE FREE OF COMPUTER VIRUSES OR OTHER HARMFUL MECHANISMS. IF YOUR USE OF THE MOBILE APP OR THE CONTENT RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, WE ARE NOT RESPONSIBLE FOR THOSE COSTS.

(b) THE MOBILE APP, AND YOUR ACCESS TO IT, IS PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS AND WE SPECIFICALLY DISCLAIM WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, OR

FITNESS FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN INFORMATION GIVEN BY US NOR ANY PROVIDER SHALL CREATE ANY WARRANTY.

(c) UNDER NO CIRCUMSTANCES SHALL WE OR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING OR DISTRIBUTING THE MOBILE APP BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) THAT RESULT FROM YOUR USE OF OR INABILITY TO USE THE MOBILE APP OR ANY LINKED WEBSITE. BECAUSE THE LAW IN SOME AREAS DOES NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, LIABILITY IS LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

(d) YOU AGREE TO INDEMNIFY AND HOLD HARMLESS THE COMPANY, AND ITS OFFICERS, EMPLOYEES, AGENTS, DIRECTORS, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, EXPENSES, COSTS, REASONABLE ATTORNEYS' FEES AND LIABILITIES THAT ANY OF THEM MAY SUSTAIN ARISING DIRECTLY OR INDIRECTLY OUT OF YOUR USE OF THE MOBILE APP OR ANY INFORMATION OR CONTENT CONTAINED ON THE MOBILE APP.

6. LINKS TO THIRD-PARTY WEBSITES

Occasionally, we may make available a link to a third party's Website. These links will let you leave the Mobile App. The linked sites are not under our control and we are not responsible for the contents or security of any linked site or any link contained in a linked site, or any changes or updates to such sites. We are not responsible for Webcasting or any other form of transmission received from any linked site. We provide the links to you only as a convenience. We do not endorse, and make no warranty or representation regarding, any such site or its use or contents. Links do not imply that we are affiliated with, or are legally authorized to use any trademark, trade name, logo or copyright symbol displayed in or accessible through the links.

7. LINKS TO OUR WEBSITE

Occasionally, we may make available links to our Website (the "Site"). These links may let you leave the Mobile App. Use of the Site is governed by a separate Terms of Use and Privacy Policy, which may be updated from time to time, and is posted on the Site.

8. UNSOLICITED SUBMISSIONS

We are pleased to hear from our customers and Mobile App users and welcome your comments regarding our Company and the Mobile App. If you send us comments, suggestions, ideas, concepts or other information (collectively, the "Submissions"), the Submissions shall be deemed, and shall remain, our property, and we may use, copy, display, distribute, adapt, transfer or dispose of Submissions in any way and for any purpose as we may, in our sole discretion, determine

appropriate. None of the Submissions shall be subject to any obligation of confidence on our part, and we shall not be liable for any use or disclosure of any Submissions.

9. APPLICABLE LAW

We maintain the Mobile App from our offices within Canada. We make no representation that the Content in the Mobile App is appropriate or available for use in any jurisdiction, and access to them from locations in which such Content is illegal is prohibited. Those who may choose to access the Mobile App from other jurisdictions do so on their own initiative and are responsible for compliance with applicable local laws. You may not use or export the Content in violation of Canadian export laws and regulations. Any claim relating to the Mobile App or the Content shall be governed by the internal laws of the province of Nova Scotia, without reference to its choice of law provisions, and shall be resolved solely through proceedings held within the province of Nova Scotia.

10. TERMINATION

This Terms of Use and Privacy Policy is effective until terminated by either party. If you no longer agree to be bound by this Terms of Use and Privacy Policy, you must cease all further use of and access to the Mobile App and delete it from your devices, and any notification of termination or other rejection of this Terms of Use and Privacy Policy is conditioned on such cessation. Subject to applicable law, we reserve the right to suspend or deny, in our sole discretion, your access to all or any portion of the Mobile App with or without notice. You agree that any termination of your access to the Mobile App may be affected without prior notice. Further, you agree that we shall not be liable to you or any third-party for any termination of your access to the Mobile App.

11. GENERAL INFORMATION

This Terms of Use and Privacy Policy constitutes the entire agreement between us (i.e., you and the Company) regarding the Mobile App, and governs your use of and access to the Mobile App. You agree to be bound by this Terms of Use and Privacy Policy, as well as any modifications thereof. Please check this page periodically for changes. Our failure to exercise or enforce any right or provision of this Terms of Use and Privacy Policy on any occasion shall not constitute a waiver of such right or provision. If any provision of this Terms of Use and Privacy Policy is found by a court of competent jurisdiction to be invalid, the parties agree that all other provisions of this Terms of Use and Privacy Policy remains in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action that you or anyone claiming through you may make, arising out of or related to use of the Mobile App or this Terms of Use and Privacy Policy, must be filed within one year after such claim or cause of action arose or be forever barred. Standard data use and service rates may apply while you use the Mobile App and may vary according to your device and service provider. You are responsible for complying with the applicable terms of your service provider and any other third-party terms that apply to your use of the Mobile App or your

device. This Terms of Use and Privacy Policy is between us, and neither Apple Inc. nor Google LLC is responsible for the Mobile App or its content or maintenance.

12. COPYRIGHT COMPLAINTS

We respect the intellectual property of others, and we ask our users to do the same. If you believe that your work has been copied and is accessible on the Mobile App in a way that constitutes copyright infringement, you may notify us by providing us a written notice that includes the following information:

(a) An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest.

(b) A description of the copyrighted work that you claim has been infringed, including the URL (i.e., Web page address) of the location where the copyrighted work exists or a copy of the copyrighted work.

(c) Identification of the specific location on the Mobile App where the material that you claim is infringing is located.

(d) Your address, telephone number and email address.

(e) A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law.

(f) A statement by you, made under penalty of perjury, that all information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

(g) You should send your notice of copyright infringement concerning the Mobile App to us at the address set forth in the "Feedback" section of the Site. We have the sole discretion to determine what action, if any, we believe is necessary in response to a complaint of infringement, such as investigation of the complaint or removal of the allegedly infringing material.

13. EFFECTIVE DATE

The Effective Date of this Terms of Use and Privacy Policy is May 20, 2026