



## Credit Card Agreement

**1. INTRODUCTION.** Your TD Bank FlexPay Platinum VISA®\* Credit Card account (“*Account*”) is subject to this TD FlexPay Credit Card Agreement, including the Interest Rate and Fee Schedule we send with your credit card(s) (“*Card*”) when we open an Account for you. This TD FlexPay Credit Card Agreement, the Interest Rate and Fee Schedule and the application or solicitation you submitted for this Account are all a part of and collectively referred to as the “*Agreement*.” Please read and keep this Agreement for your records.

*You, your and yours* mean each person who applied for the Account and the person to whom we direct billing statements (“*Statements*”). *We, us, our* and *TD Bank* mean TD Bank, N.A., a national bank with its main office located in Delaware, and its successors and assigns. *Authorized User* means any other person to whom you give permission to use your Account.

**A. Account Use and Acceptance.** By accepting your Card and using or maintaining your Account, or letting someone else use your Card or your Account, you agree to all of the terms of this Agreement. You acknowledge that you received a copy of this Agreement. Your signature on your application or solicitation for this Account, including without limitation any electronic signature or oral acceptance of a telephone offer, your Card or any Account-related document represents your signature on this Agreement.

**You agree that you and each Authorized User will not use your Card or Account for any fraudulent or illegal purposes. Such transactions include, but are not limited to, illegal gambling transactions. We reserve the right to block all such transactions. If any such charge or transaction is approved and processed, you will still be liable for the charge.**

**B. Promise to Pay.** You promise to pay us for all purchases, balance transfers and cash advances resulting from the use of your Card or Account, plus interest charges and all other fees and charges owed under this Agreement (including without limitation all purchases and cash advances made by an Authorized User).

**2. GOVERNING LAW.** Applicable federal law and the substantive laws of the State of Delaware (to the extent not preempted by federal law) without regard to principles of conflicts of law or choice of law shall govern this Agreement. To the extent any court determines that this Agreement is subject to Maryland law concerning credit, you and TD Bank agree that your Account is governed by Title 12, Subtitle 9 of the Commercial Law Article of the Annotated Code of Maryland, except as preempted by federal law.

### **3. USING YOUR ACCOUNT**

#### **A. Credit Limit.**

**1. General.** Your initial credit limit is shown in the materials we send with your Card when we open an Account for you. Your current credit limit will be shown on each Statement. You also may telephone Customer Service at 1-888-561-8861 for your current credit limit. You agree to not go over your credit limit. We may permit you to go over your credit limit, but we are not required to do so. If your Account goes over your credit limit, you agree to pay the overlimit amount when it is billed or sooner upon our request.

**2. Limit for Cash Advances.** We may set a credit limit for the total dollar amount of cash advances that may be outstanding from time to time that is lower than the overall credit limit for your Account.

**3. Changes to Credit Limit.** In our discretion, at any time, we may change any credit limit that applies to your Account. We will notify you if we change any credit limit. You may ask us to change your credit limit by calling Customer Service at 1-888-561-8861. We do not have to agree to any such request.

#### **B. Types of Transactions.**

**1. Purchases.** You may use your Card to pay for the purchase or lease of goods or services wherever your Card is honored. If you use your Card to purchase or lease goods or services by telephone, mail or internet, you agree that your signature is not necessary as identification in such cases.

**2. Cash Advances.** You may use your Card or Account to obtain cash advances wherever they are honored for cash advances.

a. Cash Advances obtained from a financial institution, an automated teller machine, or any other party that agrees to honor your Card or Account for cash advance purposes, and all convenience checks posted to your account are considered Cash Advances. For example, your Card may be used to obtain cash advances at ATMs displaying the VISA logo and from participating financial institutions honoring VISA credit cards. Transactions to obtain the following goods and services will also be treated as a Cash Advance: travelers checks, foreign currency, money orders, wire transfers, cryptocurrency, debt repayments, lottery tickets, casino gaming chips, race track wagers, legal online wagers, or similar betting transactions, and any other similar cash-like transactions.

b. See the Interest Rate and Fee Schedule of this Agreement for Cash Advance fee details. The amount of the Cash Advance transaction fee will be added to your minimum monthly payment and is due by the payment due date indicated on your monthly billing statement.

c. You may be required to sign a special form and/or provide your personal identification number (PIN) when making a Cash Advance. Please select a PIN that is not easily identifiable and does not consist of one single number (for example, "1111") or consecutive numbers. PINs should also not be based on or include your birth date, zip code or Account number. Do not write your PIN on your Card and do not keep your PIN with or near your Card or any Access Device.

**3. Balance Transfers.** We may allow you to transfer balances from other credit card accounts with third parties (but not us or our affiliates) to your Account. We may limit the number and types of credit card accounts from which we will allow you to transfer balances and the times, amounts, manner and circumstances in which Balance Transfers may be requested. See the Interest Rate and Fee Schedule on the card mailer for Balance Transfer fee details.

**Introductory or Promotional APRs on Balance Transfers:** We may from time to time make available certain promotional Annual Percentage Rate (APRs) on balance transfer transactions. **See Section 4 – Interest Charges subsection D for details on how to avoid paying interest on new purchases if you take advantage of a 0% introductory or promotional APR Balance Transfer offer.**

**4. Access Devices.** We may from time to time issue additional Account access devices ("*Access Devices*"). Access Devices may include, for example, special checks you may use to obtain cash advances or oral offers or written forms by which you may request balance transfers. Each Access Device must be in the form we issue and must be used according to the instructions we give you. We may refuse to process Access Devices received after any applicable expiration date. We will not return paid Access Devices to you. Access Devices may not be used to pay any amount owed to us or our affiliates. We will not certify any Access Device. You may not post-date any Access Device. We may refuse to process a post-dated Access Device or process it before the date on the Access Device.

**5. Foreign Transactions.** If you use your Account to make a purchase or cash advance in a foreign currency, the transaction will be converted to U.S. Dollars based on a rate selected by VISA U.S.A. Inc. (or any of its affiliates) from the range of rates available in wholesale currency markets for the applicable central processing date (which may vary from the rate VISA U.S.A. Inc. itself receives) or the government-mandated rate in effect for the applicable central processing date. The currency conversion rate used by VISA U.S.A. Inc. (or any of its affiliates) on the currency conversion date may differ from the exchange rate in effect on the day you made the transaction or on the day the transaction is posted to your Account.

**C. Stop Payment.** If you want us to stop payment on an Access Device, notify us by calling Customer Service immediately at 1-888-561-8861. Call us with your stop payment request as soon as possible after you have submitted the Access Device and give us information about the Access Device to help us identify it.

If you ask us to stop payment, we will make reasonable efforts not to pay that Access Device. However, if we pay that Access Device despite these efforts, we will not be liable to you for paying that Access Device. We may not be able to stop payment if you call us after we have started processing the Access Device. A Stop Payment Fee may apply.

**D. Refusal to Honor Your Card or Access Device.** A merchant, business or financial institution may refuse to honor your Card or Access Device. You and each Authorized User agree that you have no legal claims or damages against us or anyone else if your use of your Account is denied by any merchant, business or financial institution.

#### **E. Statements.**

**1. General.** At the end of each monthly billing cycle ("*Billing Cycle*"), if there was activity on your Account, we will send you a Statement showing what you owe (the "*New Balance*") as of the end of the Billing Cycle. The Statement will show any interest charges you owe, the minimum payment due, the payment due date, your current credit limit, an itemized list of fees, charges, payments and credits posted to your Account during the Billing Cycle and other important information. We will mail or deliver the Statement to the address we have on file for your Account.

**2. Change of Address.** You must notify us promptly of any change in your address by calling Customer Service at 1-888-561-8861. We may accept mailing address corrections from the United States Postal Service. You may also update your address online via [tdbank.com](http://tdbank.com).

Until we receive, process, and verify your new address, we will continue to send Statements and other notices to the last address we have on file for your Account (which may be a correction from the United States Postal Service).

**F. Credit Balance.** We will make a good faith effort to return to you any credit balance that has been on your Account longer than six consecutive Billing Cycles (or, in our discretion, for a shorter time period). You may also request a refund of a credit balance on your Account at any time by calling Customer Service at 1-888-561-8861. We may reduce the amount of any credit balance on your Account by applying the credit balance towards new fees and charges posted to your Account. We do not pay any interest on credit balances.

**G. Payments.** You may at any time pay off the full unpaid balance or part of the unpaid balance under this Agreement.

**1. Minimum Payment.** If you have an outstanding balance, we must receive your minimum payment as set forth in section 2 "Making Payments" below. The minimum payment will be the greater of:

- (i) \$35, or
- (ii) One percent (1%) of the New Balance plus:
  - (a) The periodic interest charges for the Billing Cycle; plus
  - (b) The full amount of any transaction fees (such as Cash Advance, Balance Transfer and Foreign Transaction Fees) owed for the Billing Cycle; plus
  - (c) The full amount of any Annual Membership Fee, Late Payment or Returned Payment Fee or other applicable fees owed.

In addition, any past due minimum payment amounts will be added to your current minimum payment due.

If your New Balance is less than \$35, your minimum payment will equal your New Balance.

Credits, Payment Plus credits (if you have a Payment Plus Account), adjustments, refunds, prepayments and similar Account transactions may not be used in place of payment of any portion of a required minimum payment. You may pay more than the minimum payment due (this is a prepayment) without any penalty. The sooner you pay the New Balance, the less you will pay in interest charges. A prepayment in one Billing Cycle will not excuse you from paying the minimum payment due in the next Billing Cycle.

**2. Making Payments.** Payments may be made by mail, online, at a TD Bank store or over the phone. All payments must be in U.S. dollars and, if applicable, drawn on a U.S. bank. *Business Day* is defined as Monday through Friday, excluding federal holidays.

**a. By Mail.** Send a check or money order to the payment address shown on your Statement with the payment stub from your Statement. Do not mail any cash payments. A properly addressed payment with the payment stub will be credited to your Account as of the date received if we receive it by 5 p.m. Eastern Time on a Business Day. A properly addressed payment with the payment stub received after 5 p.m. Eastern Time or on a day that is not a Business Day will be credited to your Account as of the next Business Day. You agree to not give us any post-dated check as payment on your Account. If the payment due date falls on a day on which we do not receive or accept payments, the payment will not be treated as late if received the next Business Day.

**b. Online.** You may pay online by logging in to our website. A payment made online will be credited to your Account as of the date the payment is received. Online payments may not post to your online account until the next Business Day, but you will receive credit for the payment based on the payment submission date.

**c. At TD Bank Stores.** You may make a payment in person to one of our employees at a TD Bank store. A payment made at a TD Bank store will be credited to your Account as of the date received if we receive it by the close of business for that location.

**d. By Phone.** You may pay by phone by calling 1-888-561-8861. A payment made by phone will be credited to your Account as of the date received if we receive it by 5 p.m. Eastern Time on a Business Day. Phone payments received after 5 p.m. Eastern Time or on a day that is not a Business Day will be credited to your Account as of the next Business Day. From time to time, we may allow you to expedite a single payment to your Account from a designated bank account of yours by telephone.

**e. Delay in Crediting and Available Credit.** We may reject or delay crediting payments that do not follow the instructions above. For example, there may be a delay of up to five days in crediting a payment by mail if it is received at an address other than the address we specify for payments on your Statement or if it is received without the required

payment stub. Your available credit limit(s) may not reflect the payment for up to 15 days after we have credited a payment to your Account.

### 3. Application of Payments.

**a. Generally.** We will generally apply your minimum payment in the following order:

- (i) to Interest Charges and other fees;
- (ii) to transactions (purchases, balance transfers, cash advances) with the lowest Daily Periodic Rates and corresponding APRs;
- (iii) to transactions with the highest Daily Periodic Rates and corresponding APRs.

**b. Application of Payments in Excess of Minimum Payment.** We will generally apply your payments and credits in excess of the minimum payment in the following order:

- (i) to transactions (purchases, balance transfers, cash advances) with the highest Daily Periodic Rates and corresponding APRs;
- (ii) to transactions with the lowest Daily Periodic Rates and corresponding APRs.

**4. Payments Marked "Paid in Full".** Any check, money order or other instrument sent in payment on your Account marked with "paid in full" or similar notation to settle a debt on your Account that is reasonably in dispute (and any accompanying letter or other instructions) must be sent to: TD Bank, P.O. Box 100290, Columbia, SC 29202-3290, Attention: Customer Service. If such payment is sent to any other address, you agree that (i) we may ignore any special notations or instructions on or with the payment and (ii) our crediting any such payment to your Account does not mean that we have agreed to any special notations or instructions on or with the payment.

**5. Automatic Payments.** We may allow you to repay amounts owed under this Agreement through automatic payments from a savings or checking account. We may terminate our permission to make automatic payments at any time. If we allow automatic payments, no automatic payment will occur unless the savings or checking account has sufficient collected funds in it on the Business Day before the payment due date to cover the full amount of the minimum payment due (or any larger monthly payment you and we may agree to from time to time). If an automatic payment does not occur for any reason, you still must pay the minimum payment and a Late Payment or Returned Payment Fee may apply.

If you have authorized us to pay your credit card bill automatically from your checking or savings account with us, you can stop the payment on any amount you think is wrong. To stop the payment, notify us by calling Customer Service at 1-888-561-8861. To stop the payment, your telephone call must reach us three Business Days before the automatic payment is scheduled to occur.

**6. Electronic Check Conversion.** When you send a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or (at our option) to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account on the same day we receive your payment, and you will not receive your check back from your financial institution. If we cannot process the electronic fund transfer, or if it is returned to us, you authorize us to reinitiate the electronic fund transfer from your bank account. Alternatively, we may (at our option) present the original check, a substitute check, draft or similar negotiable instrument to obtain payment. If you have questions about electronic check conversion, you may telephone us at 1-888-561-8861.

**7. Skip a Payment Feature.** Your Account includes a Skip a Payment feature. You can use that feature to select when you want to skip your obligation to make a payment (including any Minimum Payment due) for a future Billing Cycle ("Skipped Payment Period"). For clarity, you cannot skip your current Minimum Payment due. This means you do not have to make any payment for the Skipped Payment Period and you will not be assessed a Late Payment Fee. **However, Interest Charges will continue to accrue on the unpaid balance of your Account during the Skipped Payment Period (other than balances not subject to interest during the Skipped Payment Period, as described in this Agreement).** At the end of the Skipped Payment Period, your obligation to make the Minimum Payment due for the next Billing Cycle will resume. All other terms of your Account apply during the Skipped Payment Period, including when interest charges begin (as described in section 4 - Interest Charges, subsection D) and any terms applicable to special introductory or promotional offers. Please note that while the Skip a Payment feature will allow you to avoid making a payment during the Skipped Payment Period, your next Minimum Payment due may be higher than expected since you did not pay down your outstanding balance, or the Interest Charges that accrued, during the Skipped Payment Period. It may also take you longer to pay down your outstanding balance. The Skip a Payment feature is not available during the first six months from when you opened your Account, and you may only use the Skip a Payment feature once every twelve (12) Billing Cycles. You will also not be able to use the Skip a Payment feature if your Account is delinquent or in default for any other reason.

### H. Additional Cards and Authorized Users.

**1. Additional Cards.** You may request additional Cards and permit Authorized Users to have access to your Card or Account. You will be liable for all Account transactions made and all fees incurred by those Authorized Users (including without limitation interest charges). We may limit the total number of Cards and other Access Devices issued.

**2. Revoking Authorized User's Authority.** To revoke your permission for any person you previously authorized to use your

Card or Account, notify us by calling Customer Service at 1-888-561-8861. We reserve the right not to discontinue any Authorized User's ability to use your Account until we have received the Authorized User's Card and any unused Access Devices in the possession or control of the Authorized User (cut, torn, or otherwise deliberately damaged to prevent unauthorized use by third parties). You will remain responsible for all Account transactions by Authorized Users until we discontinue the Authorized User's authority to use your Account.

If you ask us to revoke an Authorized User's ability to use your Account, you agree that we will close the affected card(s) only to new transactions. Your Account number will not change. If we do this, you must notify anyone you have authorized to submit and post charges to your Account using the affected card.

**I. Lost or Stolen Cards, Account Numbers or Access Devices.** If any Card, Account number or Access Device is lost or stolen, or if you think someone used or may use them without your permission, notify us **AT ONCE** by calling 1-888-561-8861. You agree that we may close your Account to new transactions, change your Account number(s) and issue you a new Card(s) and new Access Devices with different Account number(s) if we have been notified of the possible loss, theft or unauthorized use. If we do this, you must notify anyone you have authorized to submit and post charges to your Account of your new Account number(s). Do not use your Card, Account number or Access Device after you notify us, even if your Card or other Access Device is later found or returned.

**Under VISA U.S.A.'s "Zero Liability Policy" you may not be liable for the unauthorized use of your Account or Card that results in a fraudulent transaction made over the VISA network. To be eligible, you must notify us immediately of any unauthorized use of your Account or Card. We will provisionally credit you for losses from the unauthorized Card use within five Business Days of your notification to us of the loss. The VISA Zero Liability Policy does not apply to transactions made at an ATM or to any transactions made using your PIN that are not processed by VISA. We may impose greater liability, or withhold, delay, limit or rescind any provisional credit that we provide to you under the Zero Liability Policy, based on factors such as your gross negligence or fraud, your delay in reporting unauthorized use, our investigation and verification of your claim, your Account standing and history and other factors. If you are not eligible for the VISA Zero Liability Policy or it otherwise does not apply, you may be liable for unauthorized use of your Account, but not for more than \$50. You won't be liable for any unauthorized use of your Account that occurs after you notify us of the loss, theft or possible unauthorized use of your Card, Account number or Access Device. We may require you to provide certain information in writing to help us find out what happened. You also must identify for us any charges on your Statement that were not made by you or someone authorized by you and from which you received no benefit.**

#### **4. INTEREST CHARGES**

**A. Annual Percentage Rates.** *Annual Percentage Rate* or *APR* means the annual rate of interest charged on Account balances. The APRs and corresponding Daily Periodic Rates for your Account are listed in the Interest Rate and Fee Schedule. To get the Daily Periodic Rate, we divide the APR by 365 and round at the seventh place after the decimal point. We may charge different Daily Periodic Rates and APRs on different Account transactions (such as purchases, cash advances and balance transfers) or during special promotional periods.

**B. Variable Rates.** Your APRs are subject to change each Billing Cycle and are determined each Billing Cycle by adding the Margins listed in the Interest Rate and Fee Schedule to the Index. The Index is the Prime Rate (U.S.) published in the Money Rates section of The Wall Street Journal. Your APRs may increase if the Index increases. If any APR increases, the amount of interest charged and your minimum payment may increase. Your APR will be based on the Prime Rate in effect 45 days prior to the end of each billing cycle. When a range of rates has been published on the day we calculate the APR, the highest rate will be used. If this Index is no longer available we will select a new one. The maximum rate for any variable APR is the applicable Margin plus the Index.

**C. Introductory or Promotional APR.** We may offer you an introductory or promotional APR for specific Account transactions, such as balance transfers. Any introductory or promotional APR offer will be subject to the terms of the offer and this Agreement. Upon the expiration of an introductory or promotional APR, the rate will return to the rate for the specified type of transaction(s) as stated in this Agreement. **See Section 4 – Interest Charges, subsection D for details on how to avoid paying interest on new purchases if you take advantage of a 0% introductory or promotional APR Balance Transfer offer.**

**D. When Interest Charges Begin.** Your payment due date is at least 25 days after the close of each Billing Cycle. We will not charge you interest on new purchases if you pay your entire balance in full by the payment due date each Billing Cycle. We will begin charging interest on cash advances and balance transfers on the transaction date. There is no time period in which you may repay a cash advance or balance transfer and avoid imposition of an interest charge. If you have a balance transfer balance on your Account that is subject to a 0% introductory or promotional APR we will not charge you interest on new purchases during the term of the introductory or promotional offer if you pay by the payment due date of each Billing Cycle the amount shown within the "Payment Information" box titled "Payment to Avoid Purchase Interest". We calculate the amount by adding: (1) your Minimum Payment Due; plus (2) the total outstanding purchase balance; plus (3) the total outstanding cash advance balance; plus (4) the total amount of outstanding balance transfer balances that are not subject to the 0% introductory or promotional APR; plus (5) any fees that had been assessed to the Account. The "Payment to Avoid Purchase Interest" will never be less than the minimum due.

**E. Balance Calculation Method (Average Daily Balance Method (Including Current Transactions)).** In any Billing Cycle in which you owe interest, we will charge interest on your balances of purchases, balance transfers and cash advances at the

applicable Daily Periodic Rates. We figure the interest charge on your Account by applying the periodic rate to the “average daily balance” of your Account. To get the “average daily balance”, we take the beginning balance of your Account each day, add any new transactions and fees and subtract any payments or credits. This gives us the daily balance. Then, we add up all the daily balances for the Billing Cycle and divide the total by the number of days in the Billing Cycle. This gives us the “average daily balance”. We compound (charge interest on) unpaid interest charges and unpaid fees.

**F. Minimum Interest Charge.** If the total interest charges on your Account for a Billing Cycle are greater than zero but less than \$1, the interest charge for that Billing Cycle will be \$1.

**5. FEES.** You agree to pay the fees described below whenever applicable.

**A. Annual Membership Fee.** If your Account has an Annual Membership Fee, it will be billed each year, whether or not you use your Account. The amount is listed in the Interest Rate and Fee Schedule. Your payment of the Annual Membership Fee does not affect our right to close your Account or limit your right to make transactions on your Account.

**B. Cash Advance and Balance Transfer Transaction Fees.**

**1. Cash Advance and Balance Transfer Transaction Fees.** We will charge a transaction fee on each cash advance and balance transfer you obtain in the amounts shown in the Interest Rate and Fee Schedule.

**2. Foreign Transaction Fee.** If your Account has a Foreign Transaction Fee, we may impose a fee equal to a certain percentage of the U.S. Dollar amount of a foreign transaction as shown in the Interest Rate and Fee Schedule.

**C. Penalty Fees.**

**1. Late Payment Fee.** The first time we do not receive a required minimum payment when due, we may charge a Late Payment Fee of the minimum payment due or \$29, whichever is less. If over the next six Billing Cycles, the minimum payment is not received when due, we may charge a Late Payment Fee of the minimum payment due or \$40, whichever is less.

**2. Returned Payment Fee.** We may charge you this fee each time your financial institution for any reason rejects a payment you make to us, or if the payment cannot be processed. The first Returned Payment Fee will be equal to \$29 or your minimum payment due; whichever is less, even if your payment is eventually paid after a second presentment (if we elect to re-present the payment). If over the next six Billing Cycles you incur an additional Returned Payment fees (for any of the reasons stated above) the Returned Payment Fee may increase to \$40, or your minimum payment due, whichever is less.

**D. Other Fees.** We may also charge the following fees, subject to any restrictions of applicable law.

**1. Copy Fees.** We may charge you a fee of up to \$7 for each copy of a Statement or sales draft you request or up to \$5 for each copy of a payment check or written Access Device you request. However, we will not charge you for copies of documents that you request in connection with a billing error/inquiry you may assert against us under applicable law.

**2. Emergency Replacement Card Fee.** If you request a replacement Card on an expedited basis (for example, to replace a lost or stolen Card), we may charge you an Emergency Replacement Card Fee of up to \$25.

**3. Stop Payment Fee.** If you ask us to stop payment on an Access Device, we may charge you a Stop Payment Fee of \$39.

**6. DEFAULT**

**A. Events of Default.** Subject to restrictions of applicable law, you will be in default and we will not be obligated to honor any attempted use of your Account (even if we do not give you advance notice) if any of the following events occurs:

- We do not receive any payment required by this Agreement when such payment is due.
- You exceed any credit limit.
- You are unwilling or unable to pay what you owe under this Agreement, for any reason.
- You die, become insolvent, file for bankruptcy or otherwise become the subject of a bankruptcy petition or filing.
- You give us false or misleading information at any time in connection with your Account.
- You send us more than one check or similar instrument that is returned to us unpaid or any automatic, electronic or other payment on your Account cannot be processed or is returned unpaid, for any reason, within the last six Billing Cycles.
- You breach or otherwise fail to comply with any term or condition of this Agreement.
- We have reason to suspect that you or any Authorized User may have engaged or participated in any unusual, suspicious, fraudulent or illegal activity on your Account or any other account or loan you have with us or our affiliates.
- You do not give us any updating information about your finances, employment or any other information we may reasonably request, promptly after our request.

**B. Our Rights After Default.** In the event of default, we may close your Account, require you to pay the unpaid balance in full or take any other action permitted by applicable law.

**C. Collection Costs.** If we refer any past due amounts you owe under this Agreement to a collection agency or lawyer for collection, you agree to pay us our reasonable costs of collection, including without limitation collection agency fees, court costs and attorneys' fees actually incurred by us, to the fullest extent permitted by applicable law.

## **7. CLOSING YOUR ACCOUNT**

**A. We May Close Your Account.** Except where prohibited by applicable law, we may close your Account to new transactions at any time, for any reason including Account inactivity and/or lack of credit card usage for an extended period of time, and without prior notice.

**B. You May Ask Us to Close Your Account.** You may ask us to close your Account to new transactions at any time by calling Customer Service at 1-888-561-8861.

**C. After Your Account is Closed.** After your Account is closed, you still must pay us any unpaid amounts under this Agreement. We will not be liable to you for any consequences resulting from closing your Account. You agree to cut, tear or otherwise deliberately damage all Cards and unused Access Devices in your or any Authorized User's possession or control to prevent unauthorized use by third parties.

**8. CHANGING THIS AGREEMENT.** We may change this Agreement, including (for example) changing the addresses and telephone numbers you should use to contact us, changing fees, adding new fees, changing the Daily Periodic Rates and corresponding APRs or increasing your required minimum payment. We may change this Agreement based on economic or market conditions, our business strategies or for any other reason (including reasons unrelated to you or your Account). Any changes we make to this Agreement may apply to new transactions and/or then-existing balances as described in any notice we are required to provide to you. We will notify you of changes to this Agreement as required by applicable law. We will mail any required written notice to the address we have on file for your Account.

## **9. INFORMATION SHARING**

**A. Credit Information.** We may review your credit history by obtaining information from consumer reporting agencies and others. We may report information about your Account to credit bureaus. Late payments missed payments or other defaults on your Account may be reflected in your credit report. We may report Account information on Authorized Users.

**B. How to Dispute Reports Regarding Your Account.** If you think the information we furnished to consumer reporting agencies on your Account is not accurate please write to us at: P.O. Box 1448, Greenville, SC 29602, Attn: USBC. With your letter, please provide us with:

- Your name, address and telephone number;
- The Account number(s) for the Account(s) you are disputing;
- A description of the specific information you are disputing and an explanation of the basis for your dispute; and
- Copies of documents that support your dispute. These could include (but are not limited to): a copy of your consumer report showing the information that you are disputing, your Statements, a court order or (if applicable) a copy of a police report or fraud or identity theft affidavit.

If you fail to provide us with the information listed above, we may be unable to investigate your dispute. We will notify you of the results of our investigation within 30 days of receiving your dispute. A delay may be experienced if the dispute is not mailed to the address above. We may take up to 45 days to investigate your dispute if, after providing us with your initial notice of dispute, you provide us with additional information that is relevant to our investigation. If our investigation finds that the information you are disputing was inaccurate, we will notify the consumer reporting agency of our determination and provide the consumer reporting agency with the information necessary to correct the inaccuracy.

We will have no duty to investigate disputes that are substantially similar to a prior dispute that we have responded to, or that relate to your identifying information (such as your name, date of birth, Social Security number, telephone number or address), inquiries appearing on your consumer report, information from public records (such as judgments, liens, or bankruptcies, unless these matters relate to your Account(s) with us), information related to fraud or active duty alerts on your report, or information provided to the consumer reporting agency from someone other than us. We will also have no duty to investigate your dispute if we reasonably believe it was submitted or prepared by (or if you submitted it on a form provided by) a credit repair organization. If we determine that we will not investigate your dispute for one of these (or some other) reasons we will notify you of that determination within five Business Days.

**C. Telephone Monitoring and Recording.** You consent to and authorize us and any of our affiliates, agents and marketing associates to monitor and/or record any of your telephone conversations with any of our or their representatives for quality control, training and other lawful purposes.

**D. Telephone Numbers.** When you give us your mobile phone number, we have your permission to contact you at that number about all of your TD Bank accounts. Your consent allows us to use text messaging, artificial or pre-recorded voice messages and automatic dialing technology for informational and account service calls, but not for telemarketing or sales calls. It may include contact from companies working on our behalf to service your accounts. Message and data rates may apply. You may contact us anytime to change these preferences.

**E. Account Benefits.** We may offer you certain third-party benefits and services with your Account, as outlined in benefits brochures or other documents and internet web sites. For example, certain eligible purchases charged with a VISA® Card may be eligible for certain benefits or services through VISA U.S.A. Inc. (or its affiliates). Any benefits or services we make available through third parties (including without limitation VISA U.S.A. Inc.) are not a part of this Agreement, but are subject to the terms and restrictions outlined in the applicable benefits brochures or other documents or internet web sites provided or made available to you from time to time. You agree that we may give information about you, any Authorized User, and your Account, to any third party reasonably needing the information to provide you with such benefits or services. You also agree that we or any third party providing any Account-related benefits or services may change, add, or delete benefits or services at any time without notice.

## **10. MISCELLANEOUS**

**A. Certain Waivers.** You waive the right of “presentment” and “notice of dishonor.” “Presentment” means the right to require us to demand payment of amounts due under this Agreement. “Notice of dishonor” means the right to require us to give notice to other person that amounts due under this Agreement have not been paid. You also waive demand for payment, protest, notice of protest and all other notices and demands, to the fullest extent permitted by applicable law.

**B. Assignment.** We may assign your Account and our rights under this Agreement to our affiliates or to some other financial institution or company without advance notice to you. That entity will take our place in this Agreement if we do this. You may not assign or transfer your Account or any of your responsibilities under this Agreement to any other person.

**C. No Security.** Your Account is unsecured. We are not taking a security interest in any property in connection with your Account.

**D. Evidence.** You agree that we may use a copy, microfilm, microfiche or digital image of any Statement or other document to prove what you owe us and that the copy, microfilm, microfiche or digital image will have the same validity as the original.

**E. Captions and Interpretation.** The captions used in this Agreement are for convenience only. They do not affect the meaning of the paragraphs in this Agreement.

**F. Severability.** If any part of this Agreement is held to be invalid, the rest will remain in effect.

**G. Delay in Enforcement/No Waiver.** We may delay or waive enforcing any of our rights or remedies under this Agreement or under applicable law without losing any of those rights or remedies. Even if we do not enforce our rights or remedies at any one time, we may enforce them at a later time.

**H. Entire Agreement.** The Agreement is the entire agreement between you and us relating to your Account. The Agreement replaces any other agreement relating to your Account that you and we made earlier or at the same time. In the event of a conflict between this Personal Credit Card Agreement and any other document (including the other documents that are collectively called the Agreement), this Personal Credit Card Agreement will control unless otherwise expressly provided in the other document.

**NJ RESIDENTS:** Because certain provisions of this Agreement are subject to applicable laws, they may be void, unenforceable or inapplicable in some jurisdictions. None of these provisions, however, is void, unenforceable or inapplicable in New Jersey.

**Cardholder:** Your name, address and signature (including any electronic or digital signature) and the date on any application or solicitation or on any sales slip or other evidence of indebtedness on your Account represents your name, address and signature and the date on this Agreement.

### *Your Billing Rights: Keep This Document For Future Use*

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

### *What To Do If You Find a Mistake on Your Statement*

If you think there is an error on your bill, write to us at:

TD Bank  
P.O. Box 873  
Mt. Laurel, NJ 08054-0873

In your letter, give us the following information:

- *Account information:* Your name and Account number.
- *Dollar amount:* The dollar amount of the suspected error.
- *Description of problem:* If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your bill.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.



You must notify us of any potential errors *in writing*. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

#### *What Will Happen After We Receive Your Letter*

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your bill, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- *If we made a mistake:* You will not have to pay the amount in question or any interest or other fees related to that amount.
- *If we do not believe there was a mistake:* You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within *10 days* telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50.00 of the amount you question even if your bill is correct.

#### *Your Rights If You Are Dissatisfied With Your Credit Card Purchases*

If you are dissatisfied with the goods or services that you have purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50.00. (**Note:** Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us *in writing* at:

TD Bank  
P.O. Box 873  
Mt. Laurel, NJ 08054-0873

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

**Active Duty Service Members and Dependents:** The following important notice applies if you are an active duty service member or a dependent of one at the time you request an Account. Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: the costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account). If you would like more information regarding your account, please call us at 1-877-488-3712.

## Interest Rate and Fee Schedule

The Interest Rate and Fee Schedule is incorporated into and made a part of your TD FlexPay Credit Card Agreement. Please read and keep this Schedule with your Agreement for your records.

Interest Rates and Interest Charges	
<b>Annual Percentage Rate (APR) for Purchases:</b>	<b>19.24%, 21.24%, 24.24%, 27.24% or 29.24%</b> based on your creditworthiness. All APRs will vary with the market based on the Prime Rate.
<b>APR for Balance Transfers:</b>	<b>0%</b> Introductory APR for the first 18 billing cycles after Account opening.  After that, your APR will be <b>19.24%, 21.24%, 24.24%, 27.24% or 29.24%</b> based on your creditworthiness.  All APRs will vary with the market based on the Prime Rate.
<b>APR for Cash Advances:</b>	<b>30.49%</b>  This APR will vary with the market based on the Prime Rate.
<b>How to Avoid Paying Interest on Purchases:</b>	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month.
<b>Minimum Interest Charge:</b>	If you are charged interest, the charge will be no less than \$1.00.
<b>For Credit Card Tips from the Consumer Financial Protection Bureau:</b>	<b>To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a>.</b>
Fees	
<b>Annual Fee:</b>	<b>None</b>
<b>Transaction Fees:</b>	
• Balance Transfers	Intro fee of either <b>\$5</b> or <b>3%</b> of the amount of each transfer, whichever is greater, on transfers made within the introductory offer. After that: Either <b>\$5</b> or <b>5%</b> of the amount of each transfer, whichever is greater.
• Cash Advances	Either <b>\$10</b> or <b>5%</b> of the amount of each cash advance, whichever is greater.
• Foreign Transactions	<b>3%</b> of each transaction in U.S. dollars
<b>Penalty Fees:</b>	
• Late Payment	Up to <b>\$40</b> , first late payment fee refunded every 12 billing cycles.
• Returned Payment	Up to <b>\$40</b>

**How We Will Calculate Your Balance:** We use a method called "Average Daily Balance (including Current Transactions)." See your account agreement for more details.

**Loss of Introductory APR:** If you are 60 days past due, we may end your introductory APR for Balance Transfers and apply the standard APR for Balance Transfers as stated in the Interest Rates and Interest Charges Table, to all existing and new Balance Transfer balances on the Account.

**Billing Rights:** Information about your rights to dispute transactions and how to exercise those rights is provided in your account agreement.

### TD FlexPay Margins:

For Purchases, 10.74%, 12.74%, 15.74%, 18.74% or 20.74% will be added to the Index

For Balance Transfers, 10.74%, 12.74%, 15.74%, 18.74% or 20.74% will be added to the Index

For Cash Advances, 21.99% will be added to the Index

The corresponding DAILY PERIODIC RATES as of September 6, 2023 are:

For Purchases, 0.0527123%, 0.0581918%, 0.0664110%, 0.0746301% or 0.0801096%

For Balance Transfers, 0.0527123%, 0.0581918%, 0.0664110%, 0.0746301% or 0.0801096%

For Cash Advances, 0.0835342%

**Index:** Prime Rate as of July 27, 2023 is 8.50%

**Late Payment Fee Refund:** Your Account includes a one-time late payment fee refund every twelve billing cycles. If you incur a late payment fee based on the terms of your Credit Card Agreement, the first late payment fee will be automatically credited to your account. If you have not had a late payment fee forgiven in the last twelve billing cycles, you may qualify for another late payment fee forgiveness. However, late payments may still reflect on your credit report.