



## Important Information about your TD Credit Card Cardholder Agreement

(Click for more information)

1) Updates to the Cardholder Agreement  
and Disclosure Statement for your  
TD Credit Card Account.



# Updates to the Cardholder Agreement and Disclosure Statement for your TD Credit Card Account

Now Easier to Read... with Larger Font and more Headings and Section Numbers!

At TD, we want to make the agreements and disclosures for your accounts easier to read and understand. To do that, we are updating the Cardholder Agreement and Disclosure Statement that apply to your TD Credit Card Account ("Account") effective March 31, 2015 (the "Effective Date").

**Please take a few minutes to review the updates described below and keep this notice in a safe place for future reference.**

## What updates are being made?

**General Changes:** We are making the following changes:

- larger font sizes for the Cardholder Agreement and Disclosure Statement (you will see similar changes on your monthly statement)
- adding headings and section numbers in your Cardholder Agreement plus a table of contents
- adding or updating definitions in your Cardholder Agreement
- updating your Disclosure Statement with the changes made to your Cardholder Agreement.

In addition, below are highlights of other key important updates we are making to the Cardholder Agreement and Disclosure Statement for your Account.

For your reference, we enclose a condensed version of key terms in your Cardholder Agreement. Please review it carefully. It includes the key terms below, plus others. If changes or updates to your Cardholder Agreement also apply to the Disclosure Statement for your Account, those changes will be made to the Disclosure Statement, too.

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**Visit [www.td.com/creditcardagreements](http://www.td.com/creditcardagreements) for a copy of your updated Cardholder Agreement or contact us at 1-855-646-8821 starting March 31, 2015.**

Key Term	New, as of Effective Date
<p><b>Protecting your Account from unauthorized Transactions (see Unauthorized Transactions)</b></p>	<p>We are creating a new section devoted to “Unauthorized Transactions” in your Cardholder Agreement.</p> <p>The terms for unauthorized transactions that currently appear under the “Using the Account (including Unauthorized Transactions)” section of your Cardholder Agreement will be updated under a new section called “Unauthorized Transactions”. This will help you understand how to protect your Account against unauthorized Transactions and the steps we will take to investigate a transaction after you tell us you believe it is unauthorized.</p> <p>See the new section “Unauthorized Transactions” on page 9.</p>
<p><b>Using the Account (formerly “Using your Account (including Unauthorized Transactions)”)</b></p>	<p>We have made clarifications in the current “Using your Account (including Unauthorized Transactions)” section of your Cardholder Agreement including updating its name to “Using the Account”.</p> <p>For all business TD Credit Card Accounts including your Account (<b>except</b> the TD® Aeroplan® Business Credit Card Account):</p> <ul style="list-style-type: none"> <li>• We have also outlined the purposes for which you can use your Account and other requirements you should be aware of when you use your Card.</li> <li>• See the updated “Using the Account” section (formerly “Using your Account (including Unauthorized Transactions)”) on page 8.</li> </ul>
<p><b>Grace Period and Interest (formerly “Interest and Grace Period”) will now include a new sub-heading “How we Calculate and Charge Interest”</b></p>	<p>We are updating the name of the “Grace Period and Interest” section of your Cardholder Agreement and Disclosure Statement (formerly “Interest and Grace Period”).</p> <p>We have changed this section to better explain how and when interest is charged to your Account and the Grace Periods that apply, including interest-free grace periods on new Purchases and Fees that appear on your statement for the first time.</p> <p>We also added a new sub-heading “How We Calculate and Charge Interest”.</p> <p>See the updated “Grace Period and Interest” section (formerly “Interest and Grace Period”) on page 10.</p>

<b>Key Term</b>	<b>New, as of Effective Date</b>
<p><b>What happens if you do not make your Minimum Payment &gt; 30 days from the Payment Due Date – See Grace Period and Interest (formerly “Interest and Grace Period”)</b></p>	<p>We are updating the “Interest and Grace Period” section of your Cardholder Agreement and Disclosure Statement (to be called “Grace Period and Interest”) to better describe what happens to your annual interest rate(s) if you do not make your Minimum Payment within 30 days from the Payment Due Date on your statement.</p> <p>Please remember there are differences to how we calculate interest on a TD Venture Line of Credit Account that has no interest-free grace period.</p> <p>See the updated “Grace Period and Interest” section (formerly “Interest and Grace Period”) on page 10.</p>
<p><b>Electronic Services; Use and Protection of a Card, PIN or Password</b></p>	<p>The text in sub-section (c) of the “Electronic Services; Use and Protection of a Card, PIN or Password” section of the Cardholder Agreement will be updated with new text.</p> <p>See the updated sub-section (c) on page 15.</p>
<p><b>Lost or Stolen Cards</b></p>	<p>The “Lost or Stolen Cards” section of the Cardholder Agreement and Disclosure Statement will be updated. We are also removing information about unauthorized Transactions now included in new section called “Unauthorized Transactions” (see above).</p> <p>See the updated “Lost or Stolen Cards” section on page 14.</p>

<b>Key Term</b>	<b>New, as of Effective Date</b>
<p><b>Minimum Payment and Payment Due Date</b></p>	<p>We are updating the sections about Minimum Payments and Payment Due Dates.</p> <p>Your Cardholder Agreement and Disclosure Statement will be updated under a new “Payment Due Date” section. The text in the Minimum Payment section of your Cardholder Agreement and Disclosure Statement will also be updated.</p> <p>These sections have been updated to help you better understand when you must pay your Minimum Payment and to provide you with more information about the Payment Due Date. These changes should be read together with the updated “Grace Period and Interest” section (see summary above).</p> <p>See the updated “Grace Period and Interest” section (formerly “Interest and Grace Period”) on page 10.</p>
<p><b>Credit Limit / Overlimit</b></p>	<p>We have made updates to the Credit Limit and Overlimit section of your Cardholder Agreement.</p> <p>See the updated “Credit Limit” or “Credit Limit and Overlimit” section that applies to your Account on page 9.</p>
<p><b>Foreign Currency Transactions</b></p>	<p>A new clause will be added to the “Foreign Currency Transaction” section of your Cardholder Agreement to describe in more detail what appears on your statement if and when you make a foreign currency transaction on your Account.</p> <p>See the updated “Foreign Currency Transaction” section on page 14.</p>
<p><b>Liability</b></p>	<p>We are creating a new section devoted to “Liability” in your Cardholder Agreement, where previously it appeared under “Using your Account (Including Unauthorized Transactions)”.</p> <p>See the updated “Liability” section on page 17.</p>

<b>Key Term</b>	<b>New, as of Effective Date</b>
<p><b>How we Communicate with You</b></p>	<p>The “How we Communicate with You” section of your Cardholder Agreement will be updated to outline how we communicate with you if there is fraud or potential fraud on the Account (including by telephone, mail, email, SMS text message or any other electronic communication method). We also removed a clause about how long it will take a statement or other communications to get to you.</p> <p>See the updated “How we Communicate with You” section on page 14.</p>
<p><b>Privacy Agreement (applies to all business TD Credit Card Accounts except TD Aeroplan Credit Card Accounts)</b></p>	<p>The “Privacy Agreement” in your Cardholder Agreement has been updated. Account information, including personal information about you, is subject to the updated version of the “Privacy Agreement” section in your Cardholder Agreement and updated TD Privacy Code at <a href="http://www.td.com/privacy">www.td.com/privacy</a></p> <p>We have updated the Privacy Agreement to clarify certain circumstances around the collection, use and disclosure of your personal information, including:</p> <ul style="list-style-type: none"> <li>• to protect both of us against fraud or criminal activity;</li> <li>• in relation to your mobile device; and</li> <li>• in relation to credit reporting agencies.</li> </ul> <p>See the updated “Privacy Agreement” on page 17.</p> <p><i>Note:</i> For TD Aeroplan Cardholders, your Privacy Agreement was previously updated in the same manner as described in this notice and includes a section called “Additional Information and Disclosures for TD Aeroplan Cardholders”.</p>

## Other Important information about this Notice

If you have questions about this notice or the updates made, please contact the TD Credit Card Centre at 1-855-646-8821.

If you wish to cancel your Account, you can always contact the TD Credit Card Centre.



## KEY SECTIONS UPDATED IN CARDHOLDER AGREEMENT (Business Cards)

Remember to review your complete Cardholder Agreement when it is available starting on March 31, 2015. Contact us for a copy or visit [tdcanadatrust.com](http://tdcanadatrust.com) for your online version.

Also Remember:

- This condensed cardholder agreement highlights key sections that will change. Review the entire new Cardholder Agreement for full changes, effective March 31, 2015.
- Where required, changes will be made to the Disclosure Statement for your Account to match those made to the Cardholder Agreement.



## USING THE ACCOUNT

You may use the Account for:

- Purchases;
- Cash Advances;
- Access to your other accounts at the Bank or our affiliates; and
- Any other purpose that we agree to.

You are responsible for, and must pay us, the Balance on the Account. If you want another Cardholder or any other person to repay you for any amount paid or owing on the Account, it is your responsibility, not the Bank's, to make the appropriate arrangements with that Cardholder or other person.

You must not allow any person other than a Cardholder to use the Account. If a Cardholder lets someone else use the Account or a Card, you are still responsible for any use of the Account or a Card, even if a Cardholder wanted to limit that use.

Although the Account is intended to be used by the Cardholder, if the Business Borrower or an Individual Borrower uses the Account, you will all be liable for each use of the Account.

Authority: We can let any Cardholder give us instructions for the Account without the approval of, or notice to, the other Cardholders. In some cases, we may only accept instructions from the Business Borrower or an Individual Borrower. The Business Borrower, an Individual Borrower, or if we permit, a Cardholder can request us to issue a Card to any person without notice to any other person. We may limit the number of Cards issued on the Account.

When you pay for goods and services using your Card number without using your Card or entering your PIN (for example by mail, telephone, Internet, mobile or any other electronic method), we will treat that use the same as if you had shown your Card.

You may not use the Card before the *valid from* date or after the expiry date shown on the Card. However, if any amounts are charged to the Account before the *valid from* date or after the expiry date, you are responsible for, and must pay us, those amounts.

We can stop providing TD *Visa* Cheques at any time. We can also refuse to process any TD *Visa* Cheque. We do not allow stop payments on TD *Visa* Cheques.

If you use the Card outside of Canada to withdraw cash from the Bank or with our affiliates, the withdrawal may be treated as a Cash Advance from the Account, rather than a cash withdrawal from your other account because of certain limitations in some countries.

You agree not to use the Card or the Account for anything illegal or fraudulent.

We may block use of the Card or the Account without telling you in advance if we suspect illegal, unauthorized or fraudulent use of the Account. This includes transactions relating to Internet gambling or where we have any other reasonable grounds to do so.

You agree you will use the Card or the Account for business purposes and not for personal, family or household purposes.

You should be aware that under U.S. Office of Foreign Asset Control (OFAC) regulations, customers who are U.S. Citizens are subject to regulations that limit the use of their Cards in certain jurisdictions sanctioned by OFAC, and that similar regulations may exist in other jurisdictions that apply to their citizens.

## UNAUTHORIZED TRANSACTIONS

You are not responsible for unauthorized Transactions. A Transaction is considered an “unauthorized Transaction” if we complete an investigation and determine that:

- The Account was used by someone other than you;
- You did not receive any benefit from the Transaction;
- You co-operated fully with us in our investigation; *and*
- You followed your responsibilities under this Agreement, including in these sections:
  - i. **“Unauthorized Transactions”**,
  - ii. **“Using the Account”**,
  - iii. **“Electronic Services; Use and Protection of a Card, PIN or Password”**, *and*
  - iv. **“Lost or Stolen Cards”**.

You are also not responsible for any Transactions made on the Account that occur *after* you promptly tell us that a Card has been lost or stolen because we will also consider them unauthorized Transactions.

## CREDIT LIMIT and OVERLIMIT

We set the maximum amount that you can charge to the Account (the **Credit Limit**).

The initial Credit Limit is on the Disclosure Statement. We may also set one Credit Limit that applies both to the Account and to Additional Cards. We may change the Credit Limit at any time without telling you in advance.

We display the Available Credit on the statement. Your Available Credit may not be up to date at all times including if a payment or other Transaction has not yet been processed or posted to the Account. Some merchants may pre-authorize the amount or estimated amount of a Purchase and that will reduce the Available Credit. We can allow any Transaction or the Balance to exceed the Credit Limit without telling you first, but we are not required to do so even if we have done so before.

If we allow any Transaction or the Balance to exceed the Credit Limit, you are responsible for and must pay the amount that exceeds the Credit Limit on or before the Payment Due Date.

The Account may be charged an overlimit fee, as shown on the Disclosure Statement. Only one overlimit fee is charged per statement period. You remain responsible for the Balance owing on the Account, whether or not it exceeds the Credit Limit.

## MINIMUM PAYMENT

You must pay at least the Minimum Payment shown on your statement on or before each Payment Due Date. We calculate the Minimum Payment as described in the Disclosure Statement.

## PAYMENT DUE DATE

The Payment Due Date is shown on your statement. It is always at least 21 days from your Statement Date. This time period may extend depending on your payment activity. For example, if we do not receive payment of the Balance shown on your statement on or before the Payment Due Date, the Payment Due Date on your next statement will be 25 days after your Statement Date. **Any interest still applies during this period.** When we receive payment in full of your Balance on or before the Payment Due Date, the number of days between the Statement Date and the Payment Due Date on your next statement will revert back to your standard Grace Period (the Grace Period is defined below). If the Payment Due Date falls on a Saturday, Sunday or holiday in Canada, we will extend the Payment Due Date to the following business day. **Any interest still applies during this period.**

## GRACE PERIOD AND INTEREST

**NOTE: For business TD Credit Card Accounts (except the TD Venture Line of Credit Account) the following section will replace the "Grace Period and Interest" section of the Cardholder Agreement:**

## Grace Period

The grace period starts on the day after your Statement Date and ends on your Payment Due Date (“**Grace Period**”). You have a Grace Period of at least 21 days to make your payment.

## Interest-Free Grace Period on New Purchases and Fees

We will not charge interest on new Purchases and fees that appear for the first time on your statement (“**New Purchases**”) as long as we receive payment of the Balance shown on your statement on or before your Payment Due Date. If you pay an amount that is less than your Balance shown on your statement, then we will charge interest on those New Purchases, starting from their transaction date until the amount of those New Purchases is paid in full.

This interest-free Grace Period does not apply to Cash Advances. We charge interest on Cash Advances as described in the “**Interest on Cash Advances including Balance Transfers, Cash-Like Transactions and TD Visa Cheques**” section.

## How We Calculate and Charge Interest

Interest is calculated at the applicable annual interest rate(s), as initially shown in the Disclosure Statement.

If interest applies, we calculate interest as follows:

- add the amount you owe each day in each Transaction category (for example, the amount of Purchases or Cash Advances) and divide that total by the number of days in your statement period (usually 30 or 31). This is your average daily balance for the amount you owe in each Transaction category (the “Average Daily Balance”).
- multiply the Average Daily Balance by the daily interest rate(s) that applies (the daily interest rate(s) is equal to the annual interest rate(s) divided by 365 (or 366 in a leap year)); then multiply the result by the number of days in your statement period.

The total is the amount of interest we charge on each statement on the last day of your statement period.

If different daily interest rate(s) apply to the Average Daily Balance, we use the different daily interest rate(s) in our calculation (for example, a promotional interest rate Balance Transfer will use a different daily interest rate than your regular Purchases).

If interest is charged, we charge it on any amount you owe from the transaction date until that amount has been paid in full.

We do not charge interest on interest.

**If we do not receive the Minimum Payment within 30 days from the Payment Due Date shown on your statement then:**

- a) The annual interest rate(s) that applies to the Account will go up 5%; and**
- b) You will lose the benefit of any lower-rate promotional offer on the Account (including any offer made but not yet accepted by you).**

**The increased rate(s) will apply starting on the first day of your next statement period after the 30 day period from the missed payment. You will continue to pay these higher interest rate(s) until you have paid the Minimum Payment on or before the Payment Due Date shown on your statement for two consecutive statements and then your regular annual interest rate(s) will apply, starting on the first day of your next statement period after those two consecutive statements.**

### **Interest on Cash Advances including Balance Transfers, Cash-Like Transactions and TD Visa Cheques**

We always charge interest on Cash Advances from the transaction date of the Cash Advance until the amount of the Cash Advance is paid in full. When you transfer funds from the Account through a Balance Transfer, obtain a Cash-Like Transaction or use a TD Visa Cheque, we treat that Transaction as a Cash Advance. If you are uncertain whether a Transaction will be treated as a Cash Advance, please call us at 1-800-983-8472 or collect at (416) 307-7722.

**NOTE: For the TD Venture Line of Credit Account the following section will replace the "Grace Period and Interest" section of the Cardholder Agreement:**

#### **Grace Period**

The grace period starts on the day after your Statement Date and ends on your Payment Due Date ("**Grace Period**"). You have a Grace Period of at least 21 days to make your payment.

#### **There is no interest-free Grace Period on any Transaction.**

This means we always charge interest on Purchases, fees or other Transactions from the transaction date until the amount of the Purchase, fee or other Transaction is paid in full. We charge interest on Cash Advances as described in the "**Interest on Cash Advances including Balance Transfers, TD Visa Cheques and Cash-Like Transactions**" section.

## How We Calculate and Charge Interest

Interest is calculated at the applicable annual interest rate(s), as initially shown in the Disclosure Statement.

If interest applies, we calculate interest as follows:

- add the amount you owe each day in each Transaction category (for example, the amount of Purchases or Cash Advances) and divide that total by the number of days in your statement period (usually 30 or 31). This is your average daily balance for the amount you owe in each Transaction category (the "Average Daily Balance").
- multiply the Average Daily Balance by the daily interest rate(s) that applies (the daily interest rate(s) is equal to the annual interest rate(s) divided by 365 (or 366 in a leap year)); then multiply the result by the number of days in your statement period.

The total is the amount of interest we charge on each statement on the last day of your statement period.

If different daily interest rate(s) apply to the Average Daily Balance, we use the different daily interest rate(s) in our calculation (for example, a promotional interest rate Balance Transfer will use a different daily interest rate than your regular Purchases).

If interest is charged, we charge it on any amount you owe from the transaction date until that amount has been paid in full.

We do not charge interest on interest.

**If we do not receive the Minimum Payment within 30 days from the Payment Due Date shown on your statement then:**

- a) The preferred rate(s) that applies to the Account will no longer apply and the Standard Rate will apply; and**
- b) You will lose the benefit of any lower-rate promotional offer on the Account (including any offer made but not yet accepted by you).**

**The Standard Rate will apply starting on the first day of your next statement period after the 30 day period from the missed payment. You will continue to pay these higher interest rate(s) until you have paid the Minimum Payment on or before the Payment Due Date shown on your statement for two consecutive statements and then your preferred rate(s) will apply, starting on the first day of your next statement period after those two consecutive statements. The Standard Rate is disclosed on your Disclosure Statement.**

## **Interest on Cash Advances including Balance Transfers, Cash-Like Transactions and TD Visa Cheques**

We always charge interest on Cash Advances from the transaction date of the Cash Advance until the amount of the Cash Advance is paid in full. When you transfer funds from the Account through a Balance Transfer, obtain a Cash-Like Transaction or use a TD Visa Cheque, we treat that Transaction as a Cash Advance. If you are uncertain whether a Transaction will be treated as a Cash Advance, please call us at 1-800-983-8472 or collect at (416) 307-7722.

## FOREIGN CURRENCY TRANSACTIONS

*The following will be added to the "Foreign Currency Transactions" section in your Cardholder Agreement:*

When we convert a Transaction, in some cases it will appear on your statement displaying only the first five decimal places after the decimal point, even though we used the more detailed calculation above.

## HOW WE COMMUNICATE WITH YOU

We will send statements and other communications by ordinary mail to any one of you at the address in our records. We may, but are not obligated to, send statements and other communications to more than one of you.

We may also send statements and other communications by another method, including electronically, if we agree to. Communication with one of you will be sufficient.

Each of you and all Cardholders agree that the statement, information on the statement and other communications or information about the Account may be shared with you or any Cardholders without notice to you or other Cardholders, if requested and if we agree, or are required to do so by law.

You must tell us immediately about any address change or other information to keep our records current. We are not responsible if you do not receive a statement or other communication if we send it to the address or other contact information we have in our records. For our mutual protection, we may record telephone calls that relate to the Account.

If there is fraud or potential fraud on the Account, we may send you communications by telephone, mail, email, SMS text message or any other electronic communication method.

## LOST OR STOLEN CARDS

You must tell us immediately by telephone or in writing if you know or suspect that a Card is lost or stolen, or if you know or suspect that your Card or the Account is being used without your authority. Our toll-free number is

1-800-983-8472, or collect at (416) 307-7722. Once you have told us that your Card or Account is lost, stolen or used without your authority, we will be able to prevent use of that Card and the Account number.

## ELECTRONIC SERVICES – USE AND PROTECTION OF A CARD, PIN OR PASSWORD

This section applies when you use a Card or the Account, including if we allow you to access or use the Card or the Account with a personal identification code such as a Personal Identification Number (**PIN**) or Connect ID, password, pass code or identification code or other credentials (all together the **Password**), through a terminal, including one that accepts contactless payment cards, or other machine such as an ATM, telephone, the Internet, or other electronic service, including a mobile device.

- a) For access to, or use of, the Account through EasyLine<sup>®</sup> telephone banking, EasyWeb<sup>®</sup> Internet banking, mobile banking or to make electronic bill payments – the Bank's Financial Services Terms apply if the Cardholder has signed a Financial Services Agreement, or the *Cardholder and Electronic Financial Services Agreement* applies if the Cardholder has not signed a Financial Services Agreement.
- b) Care and control of the Card, PIN and Password – You are responsible for the care and control of the Card, PIN and Password. You must maintain them safely at all times. This includes that you must:
  - keep possession of the Card;
  - keep your PIN and Password separate from the Card;
  - keep your PIN and Password strictly confidential;
  - take all reasonable precautions to make sure that no one finds out your PIN or Password, including while you key in your PIN or Password at an ATM or other machine or mobile device;
  - avoid PIN or Password combinations that may be easily guessed by others, such as birthdays, phone numbers, age, social insurance number, etc.;
  - make sure that each PIN or Password is unique; and
  - contact us immediately if your Card is lost or stolen or your PIN or Password becomes known to any person other than you.
- c) Your responsibility for use of the Card, PIN and Password – You are responsible for all authorized activity or other Transactions resulting from use of the Card or PIN or Password by any person, including any entry error or fraudulent or worthless deposit at an ATM or other machine or device. When you promptly tell us that your PIN, Password or Card is



lost or stolen or may have become known to an unauthorized person, we will block the use of the Card, PIN or device, to prevent use of your Account number. See the “**Unauthorized Transactions**” section for your responsibility for unauthorized Transactions.

d) Account activity — Our records are the final proof of use of a Card or the Account, including electronic services. They are evidence of your written request to perform a Transaction. Even if you are provided with a Transaction receipt or other confirmation, through an ATM or other machine or device, the following still applies to all Transactions or other activity on the Account:

- our acceptance, count and verification of Transactions or deposits is deemed correct and binding unless there is an obvious error; and
- Transactions or other activity on the Account through an ATM or other machine or device may be credited or debited by us to the Account on a date determined by us. This date may be different than the date on which you used the ATM, or other machine or device.

*See your Cardholder Agreement for the entire section on “Electronic Services — Use and Protection of a Card, PIN or Password”.*

## CHANGES TO THIS AGREEMENT AND THE ACCOUNT

We may make changes to this Agreement at any time. We will tell you about a change in the statement or by other notice to you. We will provide advance notice of a change if required by law and for other changes, we will provide you with advance notice unless we are not able to do so. Your regular annual fee, annual interest rate(s), fees and other charges for the Account are shown on the initial Disclosure Statement. If we increase your annual fee, annual interest rate(s), fees or any other charges for the Account, we will provide you with advance notice of those changes.

If you sign, use or activate any Card or the Account, if your Account remains open, or if any Balance owing on the Account remains unpaid after the change is made, it will mean you have accepted any change to the Agreement.

Benefits, services and coverages for the Account may also change or end. We will provide you notice of a change in your statement or in some other way, after the change is made, unless we must provide advance notice by law.

## ENDING THIS AGREEMENT

We may end this Agreement, close the Account or limit your right to access the Account at any time without telling you in advance. Any one of you

may also end this Agreement by telling us in writing.

Even if this Agreement is cancelled, you are still responsible to pay all amounts owing on the Account.

When the Agreement ends, benefits, services and coverages will automatically end, or we can cancel or change them at our discretion.

## LIABILITY

**Each of you (the Cardholder, the Business Borrower and the Individual Borrower(s)) will be liable jointly and severally (individually and collectively) with each other for payment of all amounts owed to us under this Agreement. The Business Borrower and the Individual Borrower(s) will be liable jointly and severally (individually and collectively) with each other for payment of all amounts owed to us under the agreements in respect of any Additional Cards.**

***Note: the “Privacy Agreement” section updates below do not apply to TD Aeroplan Credit Card Accounts***

## PRIVACY AGREEMENT

In this Privacy Agreement, the words “you” and “your” mean any person, or that person’s authorized representative, who has requested from us, or offered to provide a guarantee for, any product, service or account offered by us in Canada. The words “we”, “us” and “our” mean TD Bank Group (“TD”). TD includes The Toronto-Dominion Bank and its world-wide affiliates, which provide deposit, investment, loan, securities, trust, insurance and other products or services. The word “Information” means personal, financial and other details about you that you provide to us and we obtain from others outside TD, including through the products and services you use.

You acknowledge, authorize and agree as follows:

### COLLECTING AND USING YOUR INFORMATION –

At the time you request to begin a relationship with us and during the course of our relationship, we may collect Information including:

- details about you and your background, including your name, address, contact information, date of birth, occupation and other identification
- records that reflect your dealings with and through us
- details about your browsing activities, your browser or mobile device
- your preferences and activities

This Information may be collected from you and from sources within or outside TD, including from:

- government agencies and registries, law enforcement authorities and public records
- credit reporting agencies
- other financial or lending institutions
- organizations with whom you make arrangements, other service providers or agents, including payment card networks
- references or other information you have provided
- persons authorized to act on your behalf under a power of attorney or other legal authority
- your interactions with us, including in person, over the phone, at the ATM, on your mobile device or through email or the Internet
- records that reflect your dealings with and through us

You authorize the collection of Information from these sources and, if applicable, you authorize these sources to give us the Information.

We will limit the collection and use of Information to what we require in order to serve you as our customer and to administer our business, including to:

- verify your identity
- evaluate and process your application, accounts, transactions and reports
- provide you with ongoing service and information related to the products, accounts and services you hold with us
- analyze your needs and activities to help us serve you better and develop new products and services
- help protect you and us against fraud and error
- help manage and assess our risks, operations and relationship with you
- help us collect a debt or enforce an obligation owed to us by you
- comply with applicable laws and requirements of regulators, including self-regulatory organizations.

#### DISCLOSING YOUR INFORMATION –

We may disclose Information, including as follows:

- with your consent
- in response to a court order, search warrant or other demand or request, which we believe to be valid

- to meet requests for information from regulators, including self-regulatory organizations of which we are a member or participant, or to satisfy legal and regulatory requirements applicable to us
- to suppliers, agents and other organizations that perform services for you or for us, or on our behalf
- to payment card networks in order to operate or administer the payment card system that supports the products, services or accounts you have with us (including for any products or services provided or made available by the payment card network as part of your product, services or accounts with us), or for any contests or other promotions they may make available to you
- to any Authorized User or Additional Cardholder for whom you request a Card;
- on the death of a joint account holder with right of survivorship, we may release any information regarding the joint account up to the date of death to the estate representative of the deceased, except in Quebec where the liquidator is entitled to all account information up to and after the date of death
- when we buy a business or sell all or part of our business or when considering those transactions
- to help us collect a debt or enforce an obligation owed to us by you
- where permitted by law.

#### SHARING INFORMATION WITHIN TD –

Within TD we may share Information world-wide, other than health-related Information, for the following purposes:

- to manage your total relationship within TD, including servicing your accounts and maintaining consistent Information about you
- to manage and assess our risks and operations, including to collect a debt owed to us by you
- to comply with legal or regulatory requirements.

You may not withdraw your consent for these purposes.

Within TD we may also share Information world-wide, other than health-related Information, to allow other businesses within TD to tell you about products and services. In order to understand how we use your Information for marketing purposes and how you can withdraw your consent, refer to the “Marketing Purposes” section below.

## ADDITIONAL COLLECTIONS, USES AND DISCLOSURES

**Social Insurance Number (SIN)** – If requesting products, accounts or services that may generate interest or other investment income, we will ask for your SIN for revenue reporting purposes. This is required by the Income Tax Act (Canada). If we ask for your SIN for other products or services, it is your option to provide it. When you provide us with your SIN, we may also use it as an aid to identify you and to keep your Information separate from that of other customers with a similar name, including through the credit granting process. You may choose not to have us use your SIN as an aid to identify you with credit reporting agencies.

**Credit Reporting Agencies and Other Lenders – For a credit card, line of credit, loan, mortgage or other credit facility, merchant services, or a deposit account with overdraft protection, hold and/or withdrawal or transaction limits, we will exchange Information and reports about you with credit reporting agencies and other lenders at the time of and during the application process, and on an ongoing basis to review and verify your creditworthiness, establish credit and hold limits, help us collect a debt or enforce an obligation owed to us by you, and/or manage and assess our risks.** You may choose not to have us conduct a credit check in order to assess an application for credit. Once you have such a facility or product with us and for a reasonable period of time afterwards, we may from time to time disclose your Information to other lenders and credit reporting agencies requesting such Information, which helps establish your credit history and supports the credit granting and processing functions in general. We may obtain Information and reports about you from Equifax Canada Inc., Trans Union of Canada, Inc. or any other credit reporting agency. You may access and rectify any of your personal information contained in their files by contacting them directly through their respective websites: [www.consumer.equifax.ca](http://www.consumer.equifax.ca) and [www.transunion.ca](http://www.transunion.ca). Once you have applied for any credit product with us, you may not withdraw your consent to this exchange of Information.

**Fraud** – In order to prevent, detect or suppress financial abuse, fraud, criminal activity, protect our assets and interests, assist us with any internal or external investigation into potentially illegal or suspicious activity or manage, defend or settle any actual or potential loss in connection with the foregoing, we may collect from, use and disclose your Information to any person or organization, fraud prevention agency, regulatory or government body, the operator of any database or registry used to check information provided against existing information, or other insurance companies or financial or lending institutions. For these purposes, your Information may be pooled with data belonging to other individuals and subject to data analytics.

**Insurance** — This section applies if you are applying for, requesting prescreening for, modifying or making a claim under, or have included with your product, service or account, an insurance product that we insure, reinsure, administer or sell. We may collect, use, disclose and retain your Information, including health-related Information. We may collect this Information from you or any health care professional, medically related facility, insurance company, government agency, organizations who manage public information data banks, or insurance information bureaus, including MIB Group, Inc. and the Insurance Bureau of Canada, with knowledge of your Information.

With regard to life and health insurance, we may also obtain a personal investigation report prepared in connection with verifying and/or authenticating the information you provide in your application or as part of the claims process.

With regard to home and auto insurance, we may also obtain Information about you from credit reporting agencies at the time of, and during the application process and on an ongoing basis to verify your creditworthiness, perform a risk analysis and determine your premium.

We may use your Information to:

- determine your eligibility for insurance coverage
- administer your insurance and our relationship with you
- determine your insurance premium
- investigate and adjudicate your claims
- help manage and assess our risks and operations.

We may share your Information with any health-care professional, medically related facility, insurance company, organizations who manage public information data banks, or insurance information bureaus, including the MIB Group, Inc. and the Insurance Bureau of Canada, to allow them to properly answer questions when providing us with Information about you. We may share lab results about infectious diseases with appropriate public health authorities.

If we collect your health-related Information for the purposes described above, it will not be shared within TD, except to the extent that a TD company insures, reinsures, administers or sells relevant coverage and the disclosure is required for the purposes described above. Your Information, including health-related Information, may be shared with administrators, service providers, reinsurers and prospective insurers and reinsurers of our insurance operations, as well as their administrators and service providers for these purposes.

**Marketing Purposes** — We may also use your Information for marketing purposes, including to:

- tell you about other products and services that may be of interest to you, including those offered by other businesses within TD and third parties we select
- determine your eligibility to participate in contests, surveys or promotions
- conduct research, analysis, modeling, and surveys to assess your satisfaction with us as a customer, and to develop products and services
- contact you by telephone, fax, text messaging, or other electronic means and automatic dialing-announcing device, at the numbers you have provided us, or by ATM, Internet, mail, email and other methods.

With respect to these marketing purposes, you may choose not to have us:

- contact you occasionally either by telephone, fax, text message, ATM, Internet, mail, email or all of these methods, with offers that may be of interest to you
- contact you to participate in customer research and surveys.

Telephone and Internet discussions – When speaking with one of our telephone service representatives, Internet live chat agents, or messaging with us through social media, we may monitor and/or record our discussions for our mutual protection, to enhance customer service and to confirm our discussions with you.

## MORE INFORMATION

This Privacy Agreement must be read together with our Privacy Code. You acknowledge that the Privacy Code forms part of the Privacy Agreement. For further details about this Privacy Agreement and our privacy practices, visit [www.td.com/privacy](http://www.td.com/privacy) or contact us for a copy.

You acknowledge that we may amend this Privacy Agreement and our Privacy Code from time to time. We will post the revised Privacy Agreement and Privacy Code on our website listed above. We may also make them available at our branches or other premises or send them to you by mail. You acknowledge, authorize and agree to be bound by such amendments.

If you wish to opt-out or withdraw your consent at any time for any of the opt-out choices described in this Privacy Agreement, you may do so by contacting us at 1-866-567-8888. Please read our Privacy Code for further details about your opt-out choices.

## IF YOU HAVE A PROBLEM OR CONCERN

If you have a problem or concern you may call us toll free at 1-866-222-3456, email\*\* us at [customer.service@td.com](mailto:customer.service@td.com), or visit us at any branch. For a more detailed overview of our complaint process visit us at [www.td.com](http://www.td.com)

**Financial Consumer Agency of Canada** – If you have a complaint regarding a potential violation of a consumer protection law, a public commitment, or an industry code of conduct, you can contact the Financial Consumer Agency of Canada (FCAC) in writing at: 6<sup>th</sup> Floor, Enterprise Building, 427 Laurier Ave. West, Ottawa, Ontario K1R 1B9. The FCAC can also be contacted by telephone at 1-866-461-3222 (en français au 1-866-461-2232) or through its website at [www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca). The FCAC will determine whether we are in compliance. It will not, however, resolve individual consumer complaints.

\*\* For your protection, do not send confidential or personal information (such as your Account number) via email, as it is not a secure method of communication. If your request is urgent or requires disclosure of confidential information for resolution, please phone us.



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