

The TD Emerald Visa Cardholder Agreement and Benefit Coverages Document

This document contains important and useful information about your TD Emerald® Visa® Card.

Please keep this document in a secure place for future reference.

TD Emerald Visa Cardholder Agreement

This Agreement is being provided by The Toronto-Dominion Bank (the **Bank**, also referred to as **we, us** or **our**) in connection with a TD Canada Trust Credit Card including any renewal or replacement card (the **Card**) and any TD Visa Cheque that we may issue. References in this agreement to the **Account** is the account which we maintain for the Card and any TD Visa Cheque that we may issue from time to time.

When a Cardholder or a person authorized by the Cardholder signs, activates or uses the Card or the Account, it means that the Cardholder has received and read this agreement and the accompanying **Disclosure Statement**, which together constitute the **Agreement** between the Bank and the Cardholder. We may send you amendments or replacements of this Agreement from time to time. This Agreement replaces any previous Cardholder Agreement provided to you for the Account.

DEFINITIONS: What these Words Mean: In this Agreement:

Authorized User means a person to whom a Card has been issued at the authorization of the Primary Cardholder.

Balance means the total amount of all Transactions, fees (including those set out in the Disclosure Statement), interest and other amounts payable under this Agreement, less any payments or other credits which have been posted to your Account.

Balance Transfer means a cash advance transaction in which you use funds from the Account to pay the outstanding balance on another credit card and thereby transfer the balance to the Account. We may from time to time offer you a promotional interest rate on your Balance Transfer, otherwise the annual interest rate that applies on your Account to Cash Advances will apply to your Balance Transfer. If you accept a promotional offer that we have made you on a Balance Transfer, this Agreement will continue to apply to that Balance Transfer and any additional terms we set out in the offer will also apply to that Balance Transfer.

Cardholder means the Primary Cardholder and any Authorized User.

Cash Advance includes:

- a cash advance obtained at an automated banking machine (ABM), over the phone or on the Internet;
- a cash advance obtained at our branches and at other financial institutions;
- a Balance Transfer;
- a TD Visa Cheque; or
- a Cash-Like Transaction.

Cash-Like Transactions means Transactions involving the purchase of items directly convertible into cash and are similar to cash. Cash-Like Transactions include casino gaming chips, money orders, wire transfers, travellers' cheques and gaming transactions (including betting, off-track betting, race track wagers and casino gaming chips).

Primary Cardholder means a person who applied for a Card, whose name is on the Account and to whom a Card has been issued.

Purchase means any Transaction other than a Cash Advance or TD Visa Cheque.

TD Visa Cheque means a cheque we issue to you from time to time on the Account that you can use to: (i) pay for goods and services with your Card; or (ii) pay the outstanding balance on another credit card belonging to you (other than a credit card provided by the Bank) and thereby transfer the balance to the Account. We may from time to time offer you a promotional interest rate on the TD Visa Cheque we have issued you, otherwise the annual interest rate that applies on your Account to Cash Advances will apply to your TD Visa Cheque. If you use a TD Visa Cheque we have issued to you with a special promotional interest rate, this Agreement will continue to apply to that TD Visa Cheque and any additional terms we set out in the offer will also apply to that TD Visa Cheque.

Transaction means any use of a Card or the Account to purchase goods or services or make any other charges to the Account including a Purchase, Cash Advance or TD Visa Cheque.

You or **your** means each Cardholder.

Using the Account (including Unauthorized Transactions):

You may use your Card and, if provided by the Bank, TD Visa Cheques, in accordance with the terms of this Agreement for those purposes that we agree to, including:

- to pay for Purchases;
- to obtain Cash Advances;
- to use a TD Visa Cheque;
- to cash cheques at any branch of the Bank in Canada by presenting the cheque and the Card (up to your Available Credit (see below), but not exceeding \$2,000 in total at any time); and
- to access the Cardholder's other accounts at the Bank or our affiliates.

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

When any Cardholder makes a Transaction using the Account, we are loaning the Primary Cardholder the amount of the Transaction. The Primary Cardholder is responsible for and must repay us the Balance owing on the Account. If the Primary Cardholder wishes to seek reimbursement from any Authorized User for any portion of the Balance that has been paid or is owing on the Account, it is the Primary Cardholder's responsibility, not the Bank's, to ensure that appropriate arrangements are in place with the Authorized User.

If we permit, any one Cardholder may use the Account and provide us with instructions without the approval of the others. The Primary Cardholder may authorize that a Card be issued to an Authorized User without notice to any other Authorized User. We may limit the number of Cards issued on one Account. An Authorized User's Card number may differ from the Primary Cardholder's Card number but are all part of the same Account.

If you use or give a Card number or Account number to someone for a Purchase, to obtain a Cash Advance, to transfer funds to your Account through a Balance Transfer, to use a TD Visa Cheque, or if you otherwise authorize the Account to be charged without presenting the Card or without signing a sales draft (including by mail, telephone, Internet or any other electronic method of communication), the legal effect is the same as if you had presented the Card and signed a sales draft. If a Cardholder has at any time authorized a person to use the Account, the Primary Cardholder will be liable for any use of the Account by that person even though a Cardholder intended to limit that authorization to a particular use or time.

A Transaction will be considered "unauthorized" only if your Card or Account, including a Card or Account number, has been used by a person other than you or an Authorized User, and when neither you nor an Authorized User receives any benefit from the Transaction. You will also be required to have fulfilled your obligations as described in this section and in "Electronic Services; Use and Protection of a Card, PIN or Password". You will be required to cooperate fully with us in any investigation to determine if a Transaction was unauthorized.

If you cash a cheque using the Card and the cheque is dishonoured when presented for payment by us, a Cash Advance in the amount of such cheque will be charged to the Account as of the date you received the funds for such cheque.

Due to technical limitations in some countries, if you use the Card outside of Canada to withdraw cash from another account of a Cardholder at the Bank or our affiliates, the withdrawal may be recognized and treated as a Cash Advance from the Account, rather than a withdrawal of cash from the Cardholder's other account.

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

A stop payment on a TD Visa Cheque is not permitted. We reserve the right to refuse to honour any TD Visa Cheque. We reserve the right not to provide or to discontinue providing TD Visa Cheques at any time.

We reserve the right to block use of the Card and prevent use of the Account without telling you in advance if we suspect illegal, unauthorized or fraudulent use of the Account, including transactions relating to Internet gambling.

Credit Limit and Overlimit Fee: We will determine the maximum amount that may be charged to the Account (the **Credit Limit**). The **initial** Credit Limit is shown in the Disclosure Statement. Your Credit Limit may be **reduced** from time to time, without prior notice to you, as shown on the monthly statement (the **statement**) that we provide to you. **We will not increase your Credit Limit without your prior express consent to do so.** The amount of credit that is available to you at any time (your **Available Credit**) is the positive difference between the Credit Limit and the Balance that is outstanding on the Account at such time. You must not let the amount owing on the Account exceed the Credit Limit. We may choose, from time to time and without notice to you, to allow the Balance that is outstanding on the Account to exceed the Credit Limit, but we are not required to do so even if we have done so before. If we allow you to exceed the Credit Limit, the Primary Cardholder is responsible for, and must pay, the amount that exceeds the Credit Limit when the statement is received and your Account may be charged an overlimit fee in the amount shown in the Disclosure Statement. Only one overlimit fee will be charged per statement period. The Primary Cardholder remains liable for the entire Balance owing on the Account whether or not it exceeds the Credit Limit.

Interest and Grace Period: You can avoid interest being charged on Purchases and fees by ensuring that we always receive payment in full of your Balance every month by the Payment Due Date on your monthly statement. This interest-free period does not apply to Cash Advances. We charge interest on Cash Advances as described in "Interest on Cash Advances, including Balance Transfers, Cash-Like Transactions and TD *Visa* Cheques". You will lose your interest-free status on all new Purchases and fees that appear on your statement for the first time if we do not receive payment in full of your Balance by the Payment Due Date on your current statement. We will then charge interest on all new Purchases and fees that appear on that current statement. Interest accrued on new Purchases and fees from their transaction date until the date we receive payment in full of the amount of those Purchases and fees on your current statement will appear on your next monthly statement.

Interest is calculated at a daily interest rate(s) which is equivalent to the applicable annual interest rate(s), each as initially shown in the Disclosure Statement. Interest rates are subject to change. Any change to the applicable annual interest rate(s) will be indicated on your statement and prior notice of that change will be provided as described in "Changes to this Agreement".

If interest is charged, we charge interest on any amount owed from the transaction date until that amount has been paid in full. We calculate interest daily but add it to your Balance on a monthly basis. We calculate interest on any amount owed each month by:

- multiplying the amount owed each day by the applicable daily interest rate or rates (that is the applicable annual interest rate or rates divided by the number of days in the year); and
- adding together those interest charges for each day in that month.

The total is the amount of interest we will charge you each month.

We do not charge interest on interest.

The number of days between the Statement Date and the Payment Due Date shown on your monthly statement is the **Grace Period**. If we receive payment in full of the Balance by the Payment Due Date on your previous statement, the Grace Period will continue to be the standard 21 days. If we did not receive payment in full of the Balance by the Payment Due Date on your previous month's statement, the number of days between the Statement Date and the Payment Due Date on your current statement will be automatically extended to 25 days. **Interest will continue to accrue during this extended 25-day period.** When we receive payment in full of your Balance by 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. In addition, if your Payment Due Date falls on a Saturday, Sunday or holiday in Canada, your Payment Due Date will be automatically extended to the next day that is not a Saturday, Sunday or holiday in Canada. **Any interest that applies will continue to accrue during this extended period.**

Interest on Cash Advances including Balance Transfers, Cash-Like Transactions and TD *Visa* Cheques: Interest is always charged on Cash Advances from and including the transaction date of the Cash Advance until the amount of the Cash Advance is paid in full. When you transfer funds from your 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) 983-8472.

Minimum Payment: You must pay at least the minimum payment required on each Payment Due Date shown on your statement which is calculated as shown in the Disclosure Statement.

Foreign Currency Transactions: If you use the Account to make Purchases or obtain Cash Advances in U.S. Dollars, Euros, Great British Pounds, Australian Dollars, or Mexican Pesos, the foreign currency will be converted directly to Canadian Dollars before it is recorded in the Account. If you use the Account to make Purchases or obtain Cash Advances in any other foreign currency, the currency will be first converted to U.S. Dollars and then to Canadian Dollars before it is recorded in the Account. Credits to the Account involving a foreign currency will also be converted directly to Canadian Dollars, or first to U.S. Dollars and then to Canadian Dollars, depending on the foreign currency involved as set out above.

For debit Transactions, currency will be converted by applying a rate established by VISA plus a fixed percentage as shown in the Disclosure Statement. For credit Transactions, currency will be converted by applying a rate established by VISA minus a fixed percentage as shown in the Disclosure Statement. As a result, for credit Transactions made in respect of prior, related debit Transactions, the Canadian Dollar amount credited to the Account will in most cases be less than the Canadian Dollar amount that was originally debited to the Account. The rate that is used will be the rate on the date that a Transaction is recorded in the Account and may be different from the rate in effect on the date of the Transaction.

Statements: We will provide the Primary Cardholder with a monthly statement if there has been any activity on the Account during the last month or there is any outstanding Balance except if, during any three-month period, there is an outstanding credit Balance on the Account that is less than \$10 and there has been no activity on the Account during that three-month period, then we may provide the Primary Cardholder with a monthly statement only at the end of that three-month period. Statements may not be provided on the same date in each month and therefore the Payment Due Date on your statement may not always be the same.

Statement Errors: You must promptly and carefully examine the statement and notify us in writing of any errors in the statement. We will investigate reported errors if we receive written notice from you within thirty (30) days of the statement date. If we do not receive written notice from you within thirty (30) days of the statement date, the statement and every item on the statement and our records respecting the Account will be considered to be correct (except for any amount that has been credited to the Account) and you may not afterwards make any claim against the Bank respecting any item in your statement.

How We Communicate with You: Statements and other communications will be sent by ordinary mail to the address appearing in our records for the Primary Cardholder. With the Primary Cardholder's consent, we may also send statements and other communications by another method, including an electronic method. We may also send copies of the statements and other communications to an Authorized User, if requested and if we agree or are required to do so by law. The Primary Cardholder and each Authorized User acknowledges that the statement, any information on the statement and other communications may be shared with any Cardholder without notice to other Cardholders. Communication to the Primary Cardholder will be sufficient communication to all Cardholders. Communication sent by mail will be considered to have been received by the Cardholder five (5) business days after we mail it or at the time of sending in the case of an electronic method or when received in the case of a communication delivered by hand. The Primary Cardholder must advise us immediately of any address change or other information to keep our records current. We are not responsible for the failure of the Primary Cardholder or any Authorized User to receive a statement or other communication if we send it to the address, or other contact information we have for the Account, appearing in our records. For our mutual protection, we may record all telephone calls that relate to the Account.

Lost or Stolen Cards: You must notify us immediately by telephone or in writing if you know or suspect that a Card or TD *Visa* Cheque has been lost or stolen. The toll-free number to call is 1-800-983-8472 or you may call us collect at (416) 983-8472. If you notify us, you will not be liable for any unauthorized use of the Card. However, if the Account is used with a personal identification code such as the Cardholder's Personal Identification Number (**PIN**), Connect ID and/or Password, the Primary Cardholder will be liable for the full amount of all unauthorized Transactions which occur before notification.

Making Payments: It is the responsibility of the Primary Cardholder to ensure that payments are received by us by each Payment Due Date. You can make a payment to your Account at any time. You must choose a method of payment that results in your payment being received by us by the Payment Due Date. If we receive a payment after what we consider to be our normal business hours, that payment will be treated as having been received by us on the next business day. Payments that are made through the mail or at the branch, ABM or online banking service of another financial institution may take several days to be received by us. If your Payment Due Date falls on a Saturday, Sunday or holiday in Canada, your Payment Due Date will be automatically extended to the next day that is not a Saturday, Sunday or holiday in Canada. **Any interest that applies will continue to accrue during this extended period.**

How We Apply Your Payments: We will apply payments received on your Account first towards your Minimum Payment in the following order:

- a) First, to any interest that appears on your statement;
- b) Second, to any fees that appear on your statement;
- c) Third, to any Transactions that appear on your statement, including any amount that exceeds your Credit Limit or any past due amounts;
- d) Fourth, to any fees and other Transactions which do not yet appear on your statement.

In any of the above categories (a) to (d), those amounts with the lowest rate(s) of interest will be paid first before those amounts with the higher rate(s) of interest.

If you pay more than your Minimum Payment, we will apply that excess amount of your payment to the remaining Balance on your statement, as follows:

- i) First, all items that have the same interest rate(s) will be placed into the same category. For example, if your remaining Balance includes the amount of a Purchase to which the interest rate that regularly applies to your Account applies and also includes the amount of a Balance Transfer to which a lower promotional interest rate applies, these items will be placed into separate categories due to the different interest rate(s) that apply to them.
- ii) Second, we will allocate the amount of your payment above your Minimum Payment to the different interest rate(s) categories in (i) in the proportion that the amount in each category represents to the remaining Balance. For example, if the amount of your Purchase represents 70% of your remaining Balance and the amount of your Balance Transfer category represents 30% of your remaining Balance, we will apply 70% of your payment towards the amount of the Purchase and 30% of your payment towards the amount of your Balance Transfer.

If you pay more than your Balance on your statement, the excess will be applied to Transactions that have not yet appeared on your monthly statement, using the same payment allocation described in this paragraph for payment of the remaining Balance. We may delay enforcing our rights under this Agreement and may accept late payments, partial payments and payments marked as “paid in full” or containing similar wording without losing any rights that we have under this Agreement or by law, including the right to recover in full all amounts that the Primary Cardholder owes to us on the Account.

Our Rights if you Default: If you do not make a payment on the Payment Due Date, or otherwise do not comply with this Agreement, or if anything occurs which causes us to believe that you will be unable to make payment or otherwise not be able to comply with this Agreement:

- a) the entire Balance owing on the Account will, at our option, become due and payable, despite any other provision of this Agreement, together with interest on such Balance at the annual interest rate payable on the Account at that time,
- b) we may, without notice to you, deduct money from any other account that you have with us or any of our affiliated companies which would include any member of the TD Bank Financial Group, and use it to pay the amount that is owing to us, and
- c) you must pay all our legal expenses on a solicitor and own client basis (including legal fees charged by our own internal legal counsel) that we incur to collect or attempt to collect what is owing to us.

Payments and Credits: If we owe you any amount on the Account at any time we will not pay you interest on that amount. A credit Balance in the Account will not increase the Cardholder's Available Credit or Credit Limit. The Bank is not liable if the Cardholder is at any time for any reason unable to access funds deposited to the Account or a credit Balance in the Account. The Cardholder must not deposit any cheque or other payment instrument to the Account in order to obtain a Cash Advance or otherwise utilize the Account if the Cardholder has any reason to believe that the cheque or other payment instrument will not be honoured when the Bank presents it for payment.

Ownership of Card: The Card continues to remain our property, and we may revoke the Card at any time and require that each Card be returned to us.

Responsibility for Services: If you have any problems with purchases made through use of the Account, you must settle them directly with the merchant. Any dispute that you have with a merchant does not affect your obligation to pay us the full amount that has been charged to the Account.

If a merchant gives you a refund and we receive a credit voucher from the merchant, we will credit the Account with the amount that has been refunded. However, if interest has been charged in the meantime as a result of the transaction, we will not refund the interest charged.

We are not responsible for benefits, services and coverages associated with the Account that are provided by other companies, and you may not refuse to pay us any amount charged to the Account for such benefits, services and coverages. These benefits, services and coverages are subject to the terms set by the companies providing them and any disputes must be settled directly with those companies.

Although we have no obligation to do so, if we credit the Account, you agree that your rights and claims in respect of the credit are automatically assigned to us. You also agree to co-operate with us by signing any documents as may be required by us regarding the assignment of rights and claims before we credit the Account. However, we have no obligation to credit the Account and if we do credit the Account, it will not be considered a precedent for crediting the Account in the future.

Electronic Services; Use and Protection of a Card, PIN or Password: The following provisions apply to your use of a Card or the Account, including if we allow you to access or use a Card or the Account for any Transaction, including a Purchase, or any other activity on the Account with a personal identification code such as a Connect ID, Personal Identification Number (PIN), and/or Password, through a terminal (including one that accepts contactless payment cards) or other machine at an ABM, over the phone, on the Internet, or other electronic service.

- a) Access to or use of the Account through EasyLine™ telephone banking, EasyWeb™ Internet banking or to make electronic bill payments, if offered by us, is governed by the Bank's *Financial Services Terms* if the Cardholder has signed a *Financial Services Agreement*, or the *Cardholder and Electronic Banking Services Agreement* applies if you have not signed a *Financial Services Agreement*.
- b) *Care and control of the Card, Connect ID, PIN and Password* – You are responsible for the care and control of the Card, Connect ID, PIN and Password. You must maintain them safely at all times, which includes:
 - keep possession of the Card;
 - keep your PIN and Password separate from the Card and Connect ID;
 - keep your PIN and Password strictly confidential;
 - take all reasonable precautions to ensure that no one finds out your PIN or Password, including while you key in your PIN or Password at an ABM or other machine;
 - avoid such PIN or Password combinations that may be easily determined by others, such as birthdays, phone numbers, age, Social Insurance Number, etc.;
 - ensure that each PIN or Password is unique; and
 - contact us immediately if your Card is lost or stolen or your Connect ID, PIN or Password becomes known to an unauthorized person.

Your Card, Connect ID, PIN or Password are reserved strictly for your own use. If they are used by someone else, you will be required to prove that you took all reasonable precautions to protect these items.

- c) *Your responsibility for use of the Card, Connect ID, PIN and Password* – You are responsible for the full amount of all authorized activity or other Transactions resulting from use of the Card or Connect ID and PIN or Password by any person, including any entry error or fraudulent or worthless deposit at an ABM or other machine. You are responsible for the full amount of all unauthorized activity or other Transactions which occur before we receive notification that your PIN, Password or Card was lost or stolen or that your Connect ID, PIN or Password may have become known to an unauthorized person. On receiving such notice from you we will block the Card's, PIN's or Connect ID's ability to access our services and/or the use of a Card or the Account.
- d) *Account activity* – Our records will be conclusive proof of use of a Card or the Account or electronic services and will be considered your written request to perform the Transaction. Even though you may be provided with a Transaction receipt, verification or confirmation number, or interim statement by or through an ABM or other machine, the following applies to all Transactions or other activity on the Account:
- our acceptance, count and verification of Transactions or deposits will be considered correct and binding unless there is an obvious error; and
 - Transactions or other activity on the Account through an ABM or other machine 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 ABM, terminal or other machine.
- e) *Access to other accounts* – If we allow you to access or use any other account (including a deposit account) that you have with the Bank or its affiliates using your Card at an ABM, all of you, including any Authorized User from time to time, will also have access to and will be able to use the other account. Use of the other account includes conducting Transactions. By arranging and maintaining the access to the other account using your Card, it means that you agree that all of you, including any Authorized User from time to time, will have access to and use of the other account.
- f) *Verified by Visa* – You must register for and use the *Verified by Visa** program in order to access or use the Account for Internet transactions with participating merchants. Access to or use of the Account using the *Verified by Visa* program is governed by the Bank's *Verified by Visa* Cardholder Terms of Service.

Liability for Damages Limited: We will not be liable for any damages (including special, indirect or consequential damages) resulting from:

- any failure, error, malfunction or inaccessibility of any Card, ABM, terminal or other machine or equipment, or
- if for any reason your Card or a TD *Visa* Cheque is not accepted or for any other reason you cannot use the Account,

even if we knew that damage was likely or the damage was a result of our negligence or the negligence of our employees, agents or representatives.

Cancellation of Pre-Authorized Debits: The Primary Cardholder is responsible for all pre-authorized debits charged to the Account, including pre-authorized debits charged to the Account by any Authorized User and including those charged to the Account after the Agreement is ended or an Authorized User Card has been cancelled, unless written notice to cancel the debit has been received by the merchant before it has been charged to the Account. If we request, you must provide us with a copy of the written notice received by the merchant. It is your responsibility to contact merchants if you want to cancel any pre-authorized debit and then to check your statement to ensure the pre-authorized debit has been cancelled. You are responsible for providing a merchant with adequate, correct and up-to-date information for any pre-authorized debits to be charged to your Account, including if your Card number or expiry date changes. We are not liable if any pre-authorized debits cannot be posted to your Account and you must settle directly with the merchant any dispute or liability you may have for the Transactions relating to those pre-authorized debits.

Cancellation of Authorized User Card(s): We may cancel an Authorized User Card or withdraw or limit access to the Account at any time without telling you in advance. The Primary Cardholder may also cancel an Authorized User Card by providing us with notice in writing instructing us to cancel and confirming that the Authorized User Card is in the possession of the Primary Cardholder or has been destroyed. In either case, cancelling an Authorized User Card will not affect the Primary Cardholder's obligation to pay all amounts owing on the Account. If the Primary Cardholder is unable to obtain or destroy the Authorized User Card, the Primary Cardholder will continue to be responsible for and will pay us for all amounts owing on the Account for interest, fees, Purchases, Cash Advances, TD *Visa* Cheques, or other Transactions incurred by any Authorized User.

Changes to this Agreement: We may make changes to this Agreement by giving subsequent notice of the change to the Primary Cardholder with your statement or in some other way, unless advance notice is required by law. If you sign, use or activate any Card or the Account or if any Balance owing on the Account remains unpaid after the change is made, it will mean you have accepted the change.

Benefits, services and coverages associated with any Card or the Account may also change or end by giving subsequent notice to the Primary Cardholder, unless advance notice or notice in some other way is required by law. Except if we change this Agreement in writing, any waiver by us of any provision of this Agreement will not be considered a precedent for waiving the same or any other provision.

Transfer of Rights: We may transfer, sell or otherwise assign all of our rights under this Agreement. If we do so, we may disclose information about you and the Account to anyone to whom we assign our rights.

Ending this Agreement: We may end this Agreement or withdraw or limit your right to access the Account at any time without telling you in advance. The Primary Cardholder may also end this Agreement by giving us notice in writing. In either case, ending this Agreement will not affect the obligation of the Primary Cardholder to pay all amounts owing on the Account, including all Pre-Authorized Debits charged to the Account before the merchant has received written notice of cancellation

from a Cardholder. If this Agreement ends, you must return all Cards to us and, if we ask you to do so, all TD *Visa* Cheques issued to any Cardholder. In any event, we or our agent may take possession of them. When the Agreement ends, benefits, services and coverages will automatically end or may be cancelled or changed at our discretion.

Liability: The Primary Cardholder will be liable for payment of all amounts owing under this Agreement, including for all Transactions made by an Authorized User.

Headings: The headings to each section of this Agreement are added for convenience and do not change the meaning of any provision of this Agreement.

Severability: If it is found by a court that any portion of this Agreement is invalid or unenforceable, the remainder of the Agreement will not be affected.

Governing Law: This Agreement will be governed by and interpreted in accordance with the laws of the province or territory in Canada where you reside or most recently resided and the laws of Canada, as applicable. If you have not resided in Canada, this Agreement will be governed by and interpreted in accordance with the laws of the Province of Ontario and Canada, as applicable.

For Quebec Only: It is the express wish of the parties that this Agreement and any directly or indirectly related documents be drawn up in English. Les parties ont exprimé la volonté expresse que cette convention et tous les documents s'y rattachent directement ou indirectement soient rédigés en anglais.

Privacy Agreement: Protecting Your Privacy – In this section, the words "we", "us" and "our" mean the TD Bank Financial Group[†]. The word "Information" means personal, financial and other details about you that you provide to us and we obtain from others outside our organization, including through the products and services you use.

You acknowledge, authorize and agree as follows:

Collecting and Using your Information – At the time you 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, date of birth, occupation and other identification, all of which are required under law; records that reflect your business dealings with and through us; and your financial preferences and activities.

This Information may be collected from you and from sources outside our organization, including from:

- government agencies and registries, law enforcement authorities and public records;
- credit reporting agencies;
- other financial institutions;
- other service providers, agents and other organizations with whom you make arrangements;
- references you have provided; and
- persons authorized to act on your behalf under a power of attorney or other legal authority.

You authorize those 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;
- operate and administer the Card network system;
- analyze your financial needs and activities to help us serve you better;
- help protect you and us against fraud and error;
- help manage and assess our risks, operations and relationship with you; and
- 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, 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 including any supplier of services that you receive as an included benefit with your Card or that you request in order for the supplier to establish and serve you as a user of that service;
- to any Authorized User for whom you request an Authorized User Card;
- to operate and administer the Card network system;
- when we buy or sell all or part of our businesses or when considering such transactions;
- to help us collect a debt or enforce an obligation owed to us by you; or
- where permitted by law.

Sharing Information within TD Bank Financial Group (TDBFG) – Within TDBFG, we may share Information, other than health-related Information, for the following purposes: to manage your total relationship within TDBFG, including servicing your Account, as well as our business risks and operations; to comply with legal or regulatory requirements; and to allow other businesses within TDBFG to tell you about products and services. If you prefer, you may choose not to have us share your Information in this way.

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, your choice to provide it is optional. 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 Consent – **We will obtain Information and reports about you from credit reporting agencies and other lenders at the time of and any time during the application process, and on an ongoing basis to review and verify your creditworthiness and/or establish credit and hold limits.**

We may from time to time disclose your Information to other lenders and credit reporting agencies seeking such Information, which helps establish your credit history and supports the credit granting and processing functions in general. If you have a TD Canada Trust Credit Card Account or other credit product with us, you may not withdraw your credit consent.

Insurance – If you are applying for, requesting prescreening for, modifying or making a claim under an insurance product that we insure, reinsure, administer or sell, we may, if necessary, collect, use, disclose and retain health-related Information about you. We may collect this Information from you or any health care professional, medically related facility, insurance company or other person who has knowledge of your Information. We may also obtain a personal investigation report.

We may use your Information to:

- ensure you are eligible for coverage;
- administer your insurance and our relationship with you;
- investigate and adjudicate your claims;
- help manage and assess our risks.

We may share your Information with any health care professional, medically related facility, insurance company or other person who has knowledge of your personal Information, 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 TDBFG, except to the extent that other TDBFG companies insure, reinsure, administer or sell relevant coverage and the disclosure is required for the purposes described above. Your 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: better understand your financial needs and activities so that we may tell you about other products and services that may be of interest to you, including those offered by our affiliates and third parties we select; determine your eligibility to participate in contests, surveys or promotions, and to conduct and administer contests that you enter; conduct research and surveys to assess your satisfaction with us as a customer, and to develop products and services to meet your needs; contact you by telephone, fax and automatic dialing-announcing device, at the numbers you have provided us, or by Internet, mail and other methods.

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

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

Telephone Discussions – When speaking with one of our telephone service representatives, we may monitor and/or record your telephone discussions for our mutual protection, to enhance customer service and to confirm our discussions with you.

More Information

Please read our Privacy Code – “Protecting Your Privacy” – for further details about these provisions and our privacy policies. Visit www.td.com/privacy or contact us for a copy. You acknowledge that we may amend these privacy provisions and our Privacy Code from time to time to reflect changes in legislation or other issues that may arise. We will post the revised provisions 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 above, you may do so by contacting us at 1-866-222-3456. Please read our Privacy Code for further details about your opt-out choices.

If You Have a Problem or Concern: Tell us about your problem or concern in the way that is most convenient for you. If your problem pertains to TD Canada Trust Credit Card Group or to a transaction on your statement, you may contact a TD Canada Trust Customer Service Representative toll-free at 1-800-983-8472, contact us by mail at TD Canada Trust Credit Card Group, TD Centre, P.O. Box 300, Toronto, Ontario M5K 1K6, by fax at 1-877-983-2932, or by email** at customerfeedback@td.com. For other types of problems, please contact your Branch, or the Business Unit that handles your account, once again, in the way that is most convenient. As a next step, if your concern remains unresolved, the Manager will offer to elevate your problem to a representative of the Senior Management Office. Alternatively, if you prefer to elevate the problem yourself, the Manager will be pleased to provide you with the contact information. You may also speak with one of our telephone banking specialists at 1-800-430-6095, and they will assist you by having the appropriate representative contact you.

If your concern remains unresolved, you may contact the TD Ombudsman, by mail at P.O. Box 1, TD Centre, Toronto, Ontario M5K 1A2, or toll-free at 1-888-361-0319. If your concern still remains unresolved, you may then contact the Ombudsman for Banking Services and Investments (OBSI) by mail at P.O. Box 896, STN Adelaide, Toronto, Ontario, M5C 2K3 or toll free at 1-888-451-4519.

For a more detailed overview please obtain a copy of our "If You Have a Problem or Concern" brochure from any branch or from our website at www.td.com.

Financial Consumer Agency of Canada – If you have a complaint regarding a potential violation of a consumer protection law, you may contact the Financial Consumer Agency of Canada (FCAC) in writing at 6th Floor, Enterprise Building, 427 Laurier Ave. West, Ottawa, Ontario K1R 1B9. Please note that the FCAC does not become involved in matters of redress or compensation – all such requests must follow the process set out above.

** 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.

** TD Bank Financial Group means The Toronto-Dominion Bank and its affiliates who provide deposit, investment, loan, securities, trust, insurance and other products or services.

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