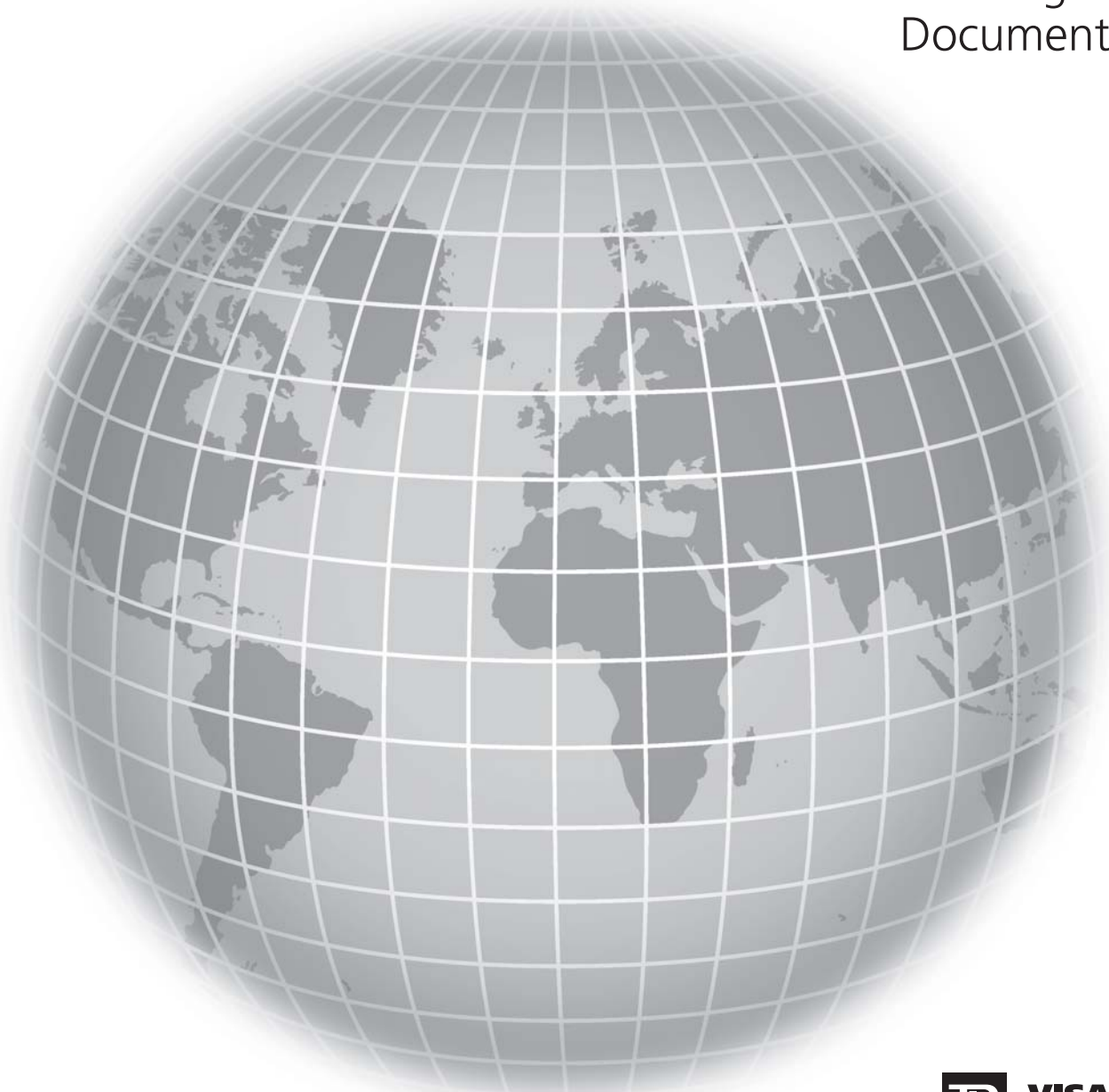




TD *Classic Travel *Visa****
Cardholder Agreement
and Benefit Coverages
Document



The
TD Classic Travel Visa
Cardholder Agreement
and Benefit Coverages Document

*This document contains important
and useful information about your
TD Classic Travel Visa Card.
Please keep this document in a
secure place for future reference.*

This document includes:

- TD Classic Travel Visa Cardholder Agreement
- TD Visa Travel Rewards Program Terms and Conditions

This Agreement is being provided by The Toronto-Dominion Bank (the **Bank**, also referred to as **we, us or our**) in connection with a *Visa*[®] / ChargeX¹ card or cards 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: 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.

If you use or give the Account number to someone for a Purchase, to obtain a Cash Advance, to transfer funds to your Account through a Balance Transfer, or 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.

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.

Credit Limit and Overlimit Fee: We will determine the maximum amount which may be charged to the Account (the **Credit Limit**). The current Credit Limit is shown in the Disclosure Statement and may change from time to time, without prior notice to you, as shown on the monthly statement (the **statement**) that we provide to you. 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 shown 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 Purchases and fees if we do not receive payment in full of your Balance by the Payment Due Date shown on your current statement. We will then charge interest on all Purchases and fees that appear on that month's statement as well as all new Purchases and fees. Interest will be charged on the amount owing to us from the transaction date until that amount has been paid in full.

You can regain your interest-free status on new Purchases and fees by paying your Balance in full by the Payment Due Date shown on your current statement. Interest accrued on all Purchases and fees from the Statement Date of your previous monthly statement until the date we received payment in full of the Balance on your current statement will appear on your next monthly statement. Once we have received payment in full of the Balance by the Payment Due Date on your current statement, any new Purchases and fees after that payment was received will not be subject to interest so long as we continue to receive payment in full of your Balance every month by the Payment Due Date shown on your 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 at any time. Any change to the applicable interest rate(s) will be indicated on your statement.

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 interest rate applicable to your Account will go up by 5% per annum, calculated on a daily basis, if you do not pay the Minimum Payment shown on your monthly statement within 30 days after the Payment Due Date shown on your monthly statement. You will also lose the benefit of any lower-rate promotional offers (including any offer that remains open to you to participate in). You will pay interest on your Account at the new higher rate shown on your monthly statement. You will continue to pay the higher rate of interest until such time as you have paid the Minimum Payment for two consecutive monthly statements by the Payment Due Date shown on each monthly statement.

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.

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) 307-7722.

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. Statements may not be given 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 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 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) 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 Primary Cardholder's or any Authorized User's failure to receive a statement or other communication if we send it to the address, or in accordance with other contact information 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) 307-7722. 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: All Cardholders are bound by the terms of this Agreement, however, it is the responsibility of the Primary Cardholder to ensure that payments are received by us by each Payment Due Date. If we receive a payment from you 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.

We will apply payments to the items in the Account in the following order:

- a) First, to any interest;
- b) Second, to any fees;
- c) Third, to any Cash Advances; and
- d) Fourth, to any Purchases.

If you pay more than your Balance, we will apply any extra payment to the amounts that have not yet appeared on your statement, in the following order:

- i) First, to any fees;
- ii) Second, to any Cash Advances; and
- iii) Third, to any Purchases.

We reserve the right to change the order in which we apply payments. In any category of items, those amounts which bear the lowest rate of interest will be paid first. 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 and use of a PIN or Password: The following provisions also apply 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 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 rattachant directement ou indirectement soient rédigés en anglais.

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 Visa Card 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 *Visa* Card 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 *Visa* 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 *Visa* or to a transaction on your statement, you may contact a TD *Visa* Customer Service Representative toll-free at 1-800-983-8472, contact us by mail at TD *Visa*, 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 VISA TRAVEL REWARDS PROGRAM TERMS AND CONDITIONS

In this section the words "we", "us", and "our" mean the Bank and the TD Visa Travel Rewards Centre (the "**Centre**") which is operated by Carlson Marketing Canada Ltd. ("**Carlson**"). "Program" means the TD Visa Travel Rewards Program associated with the Account which includes all program privileges and travel rewards benefits including TD Points. All travel purchases and related services (including bookings) made through the Program using the Centre are provided and supplied by Carlson or its agents or suppliers. All travel purchases and related services (including bookings) made through the Program not using the Centre are provided and supplied by third party agencies, suppliers or other travel providers including online travel agencies, suppliers or providers (the "**Other Travel Providers**"). Applicable terms of the TD Classic Travel Visa Cardholder Agreement apply to the Program as well as the following additional terms and conditions, which together are referred to as this Agreement.

TD Points

TD Points are awarded for purchases of goods and services charged to the Account. Two (2) TD Points are earned for each one (1) dollar charged to the Account for eligible purchases. Credits for returned items and other similar credits will reduce or cancel the TD Points earned by the amounts originally charged to the Account. All fees, Cash Advances (including Balance Transfers and TD Visa Cheques), interest charges, optional services, refunds or other similar credits do not earn TD Points unless there is a special promotion.

We will provide you with your TD Points balance (the "**Points Statement**") within the monthly statement for the Account. You must promptly and carefully examine the Points Statement and notify us in writing of any errors in the Points Statement. In the event of an error, our only responsibility is to correct the error. If we do not receive written notice from you within thirty (30) days of the statement date of the monthly statement for the Account, the Points Statement will be considered correct and you may not afterwards make any claim against the Bank respecting any item in your Points Statement. However, we reserve the right to adjust the TD Points balance on the Account.

TD Points (including those earned from Card(s) issued to an Authorized User) are for the sole benefit of the Primary Cardholder.

TD Points from the Account cannot be combined or pooled with TD Points from another TD Visa Account unless you are the Primary Cardholder on each TD Visa Account.

TD Points cannot be transferred upon the death of the Primary Cardholder, except to an Authorized User, if an Authorized User applies, qualifies and becomes a Primary Cardholder.

TD Points have no cash value, cannot be redeemed for cash or credit and will be declared void if sold, bartered or otherwise assigned. TD Points cannot be divided or otherwise transferred in the event of separation or divorce.

The Cardholder may be subject to claims and may lose Program privileges if the redemption of TD Points breaches this Agreement.

TD Points Expiry

TD Points will not expire so long as the Account remains open and this Agreement has not ended. In the event that we end this Agreement for any reason, all TD Points will expire immediately. If the Account is in good standing and the Primary Cardholder ends this Agreement and/or transfers to another TD Visa Account, any accumulated TD Points from the Account can only be transferred to another TD Visa Account that earns TD Points if the Primary Cardholder is the Primary Cardholder of that other TD Visa Account, otherwise, TD Points from the Account must be redeemed within ninety (90) days of the date of the transfer to another TD Visa Account or when this Agreement ends. We reserve the right to delay expiration of TD Points, which delay will not be considered a precedent as to our future TD Points' expiry policy.

Purchasing and Booking Travel

i) Through the TD Visa Travel Rewards Centre

The Cardholder may purchase and book travel from the Centre in three ways: 1) you can redeem TD Points to cover the full cost of travel; 2) you can combine redemption of TD Points and a charge to the Account to cover the full cost of travel; or 3) you can charge the full cost of travel to the Account. You will not be charged a booking fee by Carlson for travel purchases charged to your Account when you book and make your travel purchase online through the Centre at www.tdtravelrewards.com. When you charge the cost of a travel purchase to the Account through the Centre, whether you redeem TD Points or not, Carlson will charge you a booking fee of \$40.00 (plus any applicable taxes) at the time you make that travel purchase. This booking fee is subject to change.

Travel can only be booked at the Centre by using TD Points or the Account.

TD will pay the Centre for the amount (the value of the TD Points) of any TD Points redeemed by the Cardholder towards the purchase of travel.

ii) Through Other Travel Providers

The Cardholder may also purchase and book travel through Other Travel Providers by charging the full cost of the travel purchase to the Account or any portion of that travel purchase to the Account. To redeem TD Points towards any amount of a travel purchase made at Other Travel Providers, refer below to "**TD Points Redemption**".

Who Can Book Travel

All Cardholders are entitled to book travel through the Program using their Card at the Centre or Other Travel Providers, whether or not TD Points are being redeemed or will be redeemed for that travel booking.

Travel Arrangements

i) Through the TD Visa Travel Rewards Centre

The Centre will make every effort to ensure that all your travel requirements are met. However, your travel is based on supplier available space and seating and is subject to terms and conditions of the travel supplier, such as pre-payment requirements. Travel space and

prices are not confirmed until the Centre confirms the reservation with the travel supplier. It is the Cardholder's responsibility to instruct the Centre to confirm the reservation with the travel supplier. A reservation which merely holds your space, does not guarantee the price. Once your travel arrangement has been confirmed, the treatment of any routing changes, changes to travel dates, cancellations, "no-shows", additional charges such as any taxes and any other changes will be solely at the discretion of the travel supplier or other third party and are not our responsibility. Travel supplier policies may vary from time to time and may differ among travel suppliers. It is the Cardholder's responsibility to know the relevant policies, terms and conditions of the travel supplier. We recommend you contact the Centre to book your travel arrangements at least fourteen (14) business days prior to the requested travel date, otherwise we reserve the right not to fulfill such travel arrangements.

The Centre cannot book any non-commission travel including net rates, time-shares, group conferences, motor-home rentals or travel offered by independent travel suppliers such as Bed and Breakfasts. The Centre will make every reasonable effort to provide travel information upon your request. However, we accept no responsibility or liability in the event that failure to provide you with information results in travel arrangements that have a higher cost or differ in any way from arrangements that may be available through other travel service providers. Other travel service providers may have access to exclusive arrangements that are not available for booking through the Centre. The Centre will not price-match against any discount travel service providers.

ii) Through Other Travel Providers

You are responsible for confirming the details and terms and conditions of travel arrangements that are purchased and booked through Other Travel Providers including all supplier restrictions and reservations that apply to those travel purchases even if you redeem TD Points through the Centre towards those bookings and purchases.

Travel Documents

i) From the TD Visa Travel Rewards Centre:

All correspondence and travel documents provided by the Centre will be sent to the Primary Cardholder's address appearing in our records at the Centre or in accordance with instructions from the Primary Cardholder that we consider to be reasonable. However, the Centre does not offer facilities to pick-up travel documents in-person. We are not responsible for any failure to receive correspondence and travel documents if we send it to the address or in accordance with other contact information for the Account, appearing in our records at the Centre or in accordance with the Primary Cardholder's reasonable instructions.

You and your travel companions are responsible to ensure that you have in your possession on departure and as otherwise required, all necessary travel documents as required by law. If you do not have the necessary travel documents, you may be denied boarding by the travel supplier. We are not responsible if you do not have the necessary travel documents and you will not be entitled to any compensation from us. It is your responsibility to check with the airlines and other travel suppliers for all estimated departure times and arrival times, as well as appropriate check-in times. Some travel suppliers will not board passengers unless the passengers have checked in within an appropriate amount of time prior to departure. The appropriate amount of time is determined by the airline or other travel supplier in advance of departure.

ii) From Other Travel Providers:

You are responsible for confirming the details and terms and conditions of travel arrangements that are purchased and booked through Other Travel Providers including all travel documents and correspondence required and arrangements for obtaining them from the Other Travel Providers, even if you redeem TD Points through the Centre towards the cost of your travel purchases with the Other Travel Providers.

TD Points Redemption

Every 10,000 TD Points are worth \$50 off the cost of travel purchased through the Program. Redemptions can only be made in 10,000 TD Points increments.

TD Points can only be redeemed at the Centre and not through Other Travel Providers. TD Points redemption can only be accepted from the Primary Cardholder or an Authorized User. However, if we permit, the Primary Cardholder can designate in writing, by submitting a designation form in our standard format, another person as agent for the Primary Cardholder to redeem TD Points and provide other instructions to the Centre on behalf of the Primary Cardholder. The designation form is available from the Centre and online at www.tdtravelrewards.com. In order to redeem TD Points, the Account must be open, in good standing, and not in default under the terms and conditions of this Agreement.

i) Redeeming TD Points when booking through the TD Visa Travel Rewards Centre

When you are booking travel through the Centre, you can only redeem TD Points accumulated to the date of booking as indicated in our records (even if the travel supplier being used by the Centre requires only a deposit at that time). This means that you cannot continue to earn TD Points toward a particular travel booking once that travel has been booked with a travel supplier.

ii) Redeeming TD Points after booking through an Other Travel Provider

To redeem TD Points towards any amount of a travel purchase booked at Other Travel Providers and charged to the Account, the Cardholder must redeem TD Points through the Centre within ninety (90) days of the transaction date of the travel purchase and after the travel purchase has been posted to the Account (and must appear on our records at the Centre). The Cardholder cannot redeem TD Points through the Other Travel Providers.

To determine when a travel purchase has been posted to your Account, view your transactional history for the Account online through our EasyWeb internet banking or allow the travel purchase to appear on your next monthly statement after the transaction date of that travel purchase.

Charges to the Account that have not been posted to the Account and that have not been recorded in our records at the Centre of accumulated TD Points are not available to be redeemed. This includes any travel bookings made through Other Travel Providers. Until the travel booking and purchase has been posted to the Account and the TD Points earned on that travel purchase have been recorded in your TD Points balance, you cannot redeem any TD Points that you may earn on that travel purchase.

You can redeem TD Points through the Centre for any amount of the travel purchase charged to your Account and arranged through Other Travel Providers in two ways: 1) you can either redeem the required number of TD Points to cover the full amount of the travel purchase charged to your Account; or 2) you can redeem the required TD Points for any portion of the travel purchase that has been charged to the Account. Your Account will be credited by the amount (the value of the TD Points) of the TD Points redeemed on the date that the TD Points are redeemed through the Centre. Any charge to the Account that is not credited by the amount of the TD Points redeemed will remain on the Account and the Primary Cardholder will continue to be responsible for payment of that remaining amount. TD Points can only be redeemed up to the full amount of the travel purchase that has been charged to your Account. Your Account will not be credited for more than the full amount of the travel purchase that has been charged to your Account.

TD Points will be redeemed from the TD Points balance available on the date you redeem TD Points through the Centre. This means that you can continue to earn TD Points toward a particular travel purchase even after that travel has been purchased and booked through the Other Travel Provider.

Whether travel is purchased and charged to the Account through the Centre or Other Travel Provider, TD will pay the Centre for the amount (the value of the TD Points) of any TD Points redeemed by the Cardholder towards the purchase of travel.

Other Rewards Programs

Although travel arrangements booked at the Centre or through Other Travel Providers may earn frequent flyer miles, points or other benefits from other travel rewards programs (“**Other Benefits**”) you cannot redeem Other Benefits at the Centre. The Centre will not book the portion of your travel arrangements for which you are using Other Benefits. You must book your travel through the originating issuer of your Other Benefits. We are not responsible for the issue or redemption of Other Benefits.

TD Points Conversion

We may permit the Primary Cardholder to convert TD Points from the Account into points, miles or rewards of another loyalty program available through the Program under certain terms and conditions as set by us including setting minimum redemption levels for such conversions or prohibiting or limiting the TD Points that may be converted. The Account must be open and in good standing and you must not be in breach of this Agreement to allow this conversion. TD Points cannot be converted into points, miles or rewards of another loyalty program account unless the Primary Cardholder is the owner of the other account with that loyalty program operator. No taxes or charges of any kind will apply or be payable by the Bank for or as a result of the Primary Cardholder’s conversion of TD Points from the Account.

Any taxes or charges of any kind, if applicable, to any conversion of TD Points into the points, miles or rewards of another loyalty program operator will be the sole responsibility of the Primary Cardholder.

Taxes

The payment of all applicable taxes related to travel rewards is your sole responsibility including travel purchases made through the Centre or Other Travel Providers. Some of the applicable taxes may be charged to the Account and/or paid by redeeming TD Points at the time of booking through the Centre or when redeeming TD Points through the Centre or ticketing, while others may be collected from the Cardholder upon arrival or departure at the Cardholder’s destination or otherwise collected. The payment by TD to the Centre for the amount of any TD Points redeemed by the Cardholder towards the purchase of travel or to pay taxes applicable thereto, whether purchased through the Centre or Other Travel Supplier, will not result in the Bank being responsible for the payment of any applicable taxes relating to the purchase and supply of travel from the Centre or any Other Travel Provider.

The amount of any taxes or other charges associated with your travel arrangements that are imposed by travel suppliers and other third parties (including any Other Travel Provider) are your sole responsibility and may change at any time without notice, even after the date that travel arrangements have been confirmed. Any personal income tax liability that may arise from the receipt or redemption of TD Points is your sole responsibility.

Liability for Travel Suppliers

We accept no responsibility or liability for the failure of any travel supplier including any Other Travel Provider to perform travel arrangements for any reason or for any other actions, errors or omissions by a travel supplier or Other Travel Provider. We will not, under any circumstances, assume any liability for any loss or damage caused by goods or services supplied or requested in connection with the Program. We accept no responsibility or liability if travel arrangements are voluntarily or involuntarily rerouted, downgraded or upgraded from your original paid itinerary and class of service by a travel supplier or Other Travel Provider or for any other changes or substitutions that a travel supplier or Other Travel Provider may make. It is the Primary Cardholder’s responsibility to know the relevant policies, terms and conditions of the travel supplier including those of any Other Travel Provider.

Changes and Termination

We reserve the right to change any of the rules, regulations, terms, conditions, restrictions, benefits, procedures and suppliers of services in respect of the Program and the Account, in whole or in part, with or without prior notice. However, when no prior notice is provided, we

will make every effort to inform you of such changes as soon as possible after they are made. We are not responsible for market changes beyond our control. We may terminate the Program at any time. If the Program is terminated, TD Points may only be redeemed within ninety (90) days from the date of our notice of Program termination. We reserve the right to cancel or make changes regarding the Account, TD Points, or travel reward benefits, with or without notice, if you abuse the Program privileges, do not comply with this Agreement, misrepresent any information provided to us or if you conduct yourself in a manner detrimental to us or the interests of the Program.

Interpretation and Limitation of Liability

We will be the final authority as to the interpretation of all rules, regulations, terms, conditions, restrictions and benefits of the Program as outlined in this Agreement.

We are not responsible or liable for any loss suffered by Cardholders or third parties in respect of the Program, TD Points, Other Travel Providers, travel rewards benefits, terms and conditions of the Program or as a result of changes in respect of or termination of the Program, Card(s) or the Account. We will not be liable for any damages (including special, indirect or consequential damages) in respect of the Program, TD Points, Other Travel Providers or travel rewards benefits.

Every effort has been made to ensure that the information in materials provided by the Centre to Cardholders from time to time is accurate. However, we will not be liable for any errors or omissions in that information provided to you by the Centre, or for any loss to or damages suffered by Cardholders arising from such errors or omissions. We do not review any materials or information that is provided to you by or through Other Travel Providers and we are not liable for any errors or omissions that may be contained in that information or materials.

†† 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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