

# TD Aeroplan™

## Important Credit Card Terms and Conditions

Rates, fees, and other important costs of the TD Aeroplan Credit Card are disclosed below. Additional fees and account terms are described in the Credit Card Agreement that will be enclosed with the card if a card is issued. TD Bank, N.A. (“we,” “us,” “our,” and “TD Bank”) is the issuer of the TD Credit Cards. TD Bank may change the terms disclosed below and in the Credit Card Agreement (together, the “Agreement”) at any time subject to applicable law. For example, we may add new terms and fees before or after the Account is opened in accordance with the Agreement, based on information in your credit report, market conditions, or our business strategies. **If you apply for a TD Aeroplan Visa credit card and are approved, you will either receive a Visa Signature card if your approved credit limit is \$5,000 or greater or a Visa Platinum card if your approved credit limit is less than \$5,000. Both Signature and Platinum cards have the same account terms and conditions, however the Signature card comes with added Visa Signature benefits such as complimentary 24/7 concierge, access to exclusive events, special shopping perks and more.**

The information about the costs of the card described below is accurate as of April 21, 2017. This information may change after that date. To find out what may have changed, please call 1-888-561-8861 or write to TD Card Services, P.O. Box 84037, Columbus, GA 31908-4037.

**New York Residents** may contact the New York State department of financial services by telephone or visit its website for free information on comparative credit card rates, fees and grace periods. New York State Department of Financial Services: 1-800-342-3736 or <http://www.dfs.ny.gov>.

Interest Rates and Interest Charges	
<b>Annual Percentage Rate (APR) for Purchases:</b>	<b>14.74%, 19.74% or 23.74%</b> , based on your creditworthiness. All APRs will vary with the market based on the Prime Rate.
<b>APR for Balance Transfers<sup>1</sup>:</b>	<b>14.74%, 19.74% or 23.74%</b> , based on your creditworthiness. All APRs will vary with the market based on the Prime Rate.
<b>APR for Cash Advances<sup>2</sup>:</b>	<b>23.99%</b> This APR will vary with the market based on the Prime Rate.
<b>How to Avoid Paying Interest on Purchases<sup>3</sup>:</b>	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month.
<b>Minimum Interest Charge:</b>	If you are charged interest, the charge will be no less than \$1.00.
<b>For Credit Card Tips from the Consumer Financial Protection Bureau:</b>	<b>To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a>.</b>
Fees	
<b>Annual Fee:</b>	<b>\$95</b> Annual Fee (waived for the first year).
<b>Transaction Fees:</b>	
• Balance Transfers <sup>1</sup>	Either <b>\$10</b> or <b>4%</b> of the amount of each transfer, whichever is greater.
• Cash Advances <sup>2</sup>	Either <b>\$10</b> or <b>5%</b> of the amount of each cash advance, whichever is greater.
• Foreign Transactions <sup>3</sup>	<b>NONE.</b>
<b>Penalty Fees:</b>	
• Late Payment	Up to <b>\$35</b> <ul style="list-style-type: none"> <li>• First Occurrence \$25</li> <li>• Second Occurrence in 6 months \$35</li> </ul>

**How We Will Calculate Your Balance:** We use a method called “Average Daily Balance (including Current Transactions).”

**Annual Percentage Rate (APR) for purchases:** is based on the Prime Rate as published in *The Wall Street Journal*. For exact pricing, please refer to the Credit Card Agreement.

**How the Variable APRs on your Account are Determined:** The APRs on your account will be determined each billing cycle by adding a margin to the Prime Rate (which will be the highest rate published in the Money Rates section in *The Wall Street Journal*). Please see your Credit Card Agreement for more information about how the variable APRs on your Account are determined.

**Index:** The APRs that apply to your Account are subject to change each Billing Cycle with changes to the Index. The Index is the Prime Rate (U.S.) as published in the Money Rates section of *The Wall Street Journal*. As of 4/21/2017, the Prime Rate was 4.0%.

**Margins:** For Purchases, 10.74%, 15.74% and 19.74% will be added to the Prime Rate; for Balance Transfers, 10.74%, 15.74% and 19.74% will be added to the Prime Rate; for Cash Advances, 19.99% will be added to the Prime Rate.

**USA Patriot Act:** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means to you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

#### **CARD ELIGIBILITY**

To be eligible for an Account, you must meet certain minimum income, residency, age, credit quality and other requirements.

**1. Balance Transfers:** You may be able to transfer balances from eligible credit card accounts to your Account. **Balance Transfers are subject to a fee based on the amount of the transfer with a minimum fee as indicated in the Fees Table and are subject to your available credit limit.**

Should your Balance Transfer request be approved, the **amount of the Balance Transfer transaction fee will be added to your minimum monthly payment amount** in the month the balance transfer posts to your account. Each month you must pay at least the full amount of your minimum monthly payment which will include any Balance Transfer transaction fee(s) by the payment due date specified on that statement. The minimum Balance Transfer amount is \$250 (plus the applicable Balance Transfer transaction fee for the Account). We may limit the number and types of credit card accounts from which we will allow Balance Transfers, and the times, manner, and circumstances in which Balance Transfers may be requested. Balance Transfers may not be payable to yourself or made payable to cash. Balance Transfers may be used to pay off other creditors, but cannot be used to pay off accounts owned by TD Bank or to any bank now or previously affiliated with TD Bank.

It may take 2 to 4 weeks to process a Balance Transfer request after your account is opened. You must continue paying each of your creditors until the requested Balance Transfer appears on your monthly billing statement sent to you by your creditor as a credit. Your other credit card account(s) will not be closed even if you transfer your entire balance(s). If you want to close an account, please contact your other creditors directly.

Introductory or Promotional APRs on Balance transfers: If you take advantage of a 0% Introductory or Promotional Annual Percentage Rate (APR) balance transfer offer and then you use your Account to make new purchases, you can avoid paying interest on those new Purchases if you pay each month by payment due date, the amount that equals 1) the Minimum Payment Due, plus 2) the total outstanding Purchase balance; plus 3) the total of any outstanding balance(s) that is not at a 0% promotional APR, such as a cash advance; plus 4) any account fees.

<sup>2</sup> **Cash Advances** obtained from a financial institution, an automated teller machine, or any other party that agrees to honor the credit card for cash advance purposes, and all Convenience Checks (including Convenience Checks used to transfer balances) posted to your account are considered Cash Advances. Cash Advances are subject to a transaction fee (see above)

<sup>3</sup> **How to Avoid Paying Interest:** We charge interest on Balance Transfers and Cash Advances beginning on the transaction date (see your account disclosure for the applicable APR, including any promotional rates). We charge interest on purchases unless you pay your entire balance, which includes all purchases, cash advances and balance transfers by the payment due date each and every month. Please see your Credit Card Agreement for details on how interest accrues.

Visa is a registered trademark and service mark of Visa International Service Association, and is used by TD Bank, N.A. pursuant to license from Visa U.S.A. Inc. TD Bank, N.A. is the card issuer/creditor of the credit card program described in these "Important Credit Card Terms and Conditions." Any account opened in response to this application shall be governed by the laws of the State of Delaware.

**Notice to California Residents:** Married applicants may apply for separate accounts.

**Notice to Delaware Residents:** Service charges not in excess of those permitted by law will be charged on the outstanding balances from month to month.

**Notice to New York Residents:** Information About Applying for a Credit Card: When you sign or otherwise submit a credit application, you are providing your consent and authorizing TD Bank USA, N.A. and its successors, assigns, employees and

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designated agents to gather credit, employment and other information about you, including credit bureau reports, for purposes of evaluating your application for credit. If your application is approved and credit is extended to you, we may take steps to re-verify any or all of such information from time to time, including by obtaining additional credit bureau reports, for any legitimate purpose in connection with such extension of credit, such as for the purpose of reviewing the account, increasing the credit line on the account, or for collecting on the account. In addition, we will furnish information concerning your account to consumer reporting agencies and others who may properly receive that information. If you ask, you will be informed whether or not a consumer report was requested, and if a report was requested, you will be informed upon request of the name and address of the consumer reporting agency that furnished the report. When you submit a credit application to us, you are certifying that you have not concealed essential information for determining your identity and creditworthiness, and that no misrepresentations have been made on the application. If approved, you agree to abide by the terms and conditions applicable to the account.

**Notice to Ohio Residents:** The Ohio Laws against discrimination require that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

**Notice to Rhode Island and Vermont Residents:** A consumer credit report may be ordered in connection with this application, or subsequently for purposes of review or collection of the account, increasing the credit line on the account, or other legitimate purposes associated with the account. *If you are a Vermont resident, you consent to the obtaining of such reports by signing or otherwise submitting a credit application.*

**Notice to Married Wisconsin Residents:** No provision of any marital property agreement, unilateral statement under Section 766.59 of the Wisconsin statutes or court decree under Section 766.70, adversely affects the interest of the creditor, TD Bank USA, N.A., unless the Bank, prior to the time of the credit is granted, is furnished a copy of the Agreement, Statement or Decree, or has actual knowledge of the adverse provision when the obligation to the creditor is incurred. **IF I AM A MARRIED RESIDENT, CREDIT EXTENDED UNDER THIS ACCOUNT WILL BE INCURRED IN THE INTEREST OF MY MARRIAGE OR FAMILY.** Married applicants must provide their Social Security number and address and their spouse's name and address to TD Card Services, P.O. Box 84037, Columbus, GA 31908-4037.

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#### **FOUR EASY OPTIONS TO MAKE SURE YOUR PAYMENT IS ON TIME:**

- **Mail your payment, accompanied by your statement's payment stub, to the following address:** TD Bank, P.O. Box 16027, Lewiston, ME 04243-9513; always allow time for us to receive your payment on or before the due date.
- **Schedule an online payment** at [www.tdcardservices.com](http://www.tdcardservices.com).
- **Pay in person directly** to a teller at a retail location.
- **Payments can be made over the phone at 1-888-561-8861.**

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#### **IMPORTANT INFORMATION ABOUT THE TD AEROPLAN VISA CREDIT CARD REWARDS PROGRAM**

##### **How do I earn Aeroplan Miles under the TD Aeroplan Visa Credit Card Program?**

Aeroplan Miles are earned in two ways:

- **Bonus Earn Rate:** You earn 2 Aeroplan Miles per dollar spent on Air Canada purchases. Air Canada purchases consist of the following: the purchase of flight reservations on flights operated by Air Canada, Air Canada rouge and under the Air Canada Express brand as well as ancillary products and services relating to the foregoing (i.e. lounge purchases, seat upgrades, etc.) To qualify for the 2 Aeroplan Miles earn, Air Canada purchases must be completed: (i) exclusively online at [aircanada.com](http://aircanada.com), in-person at an Air Canada customer service counter at the airport or aboard an Air Canada flight. For certainty, Air Canada purchases do not include purchases of Air Canada Vacations' packages; or (ii) at merchants classified through the Visa network with a Merchant Category Code ("MCC") that identifies them in the "Air Canada" category. Merchants who accept Visa credit cards have a Merchant Code based in part on the kinds of products and services they sell. Whether or not a Merchant classifies a purchase as an Eligible Retail Purchase is based upon the Merchant Code. Some purchases that appear to qualify may not qualify if the Merchant processes the transaction with an ineligible Merchant Code.
- **Base Earn Rate:** You earn 1 Aeroplan Mile per dollar spent using the TD Aeroplan Visa Credit Card Program on all other Purchases.

Aeroplan Miles are posted to your Account each billing cycle based on Purchases posted to your Account within that billing cycle.

##### **Are there any earning or redemption restrictions?**

Balance transfers, cash advances, fees, interest charges, disputed and unauthorized or fraudulent charges, account refunds, rebates, and similar credits are not eligible for Aeroplan Miles. Net purchases are qualifying purchases less credits, returns and adjustments that are charged to the card each billing cycle. In addition, any return credits will result in deductions from the miles earned. Your account must be in good standing in order to redeem Aeroplan Miles. Aeroplan Miles may not be transferred or assigned.

##### **What are my redemption options under the TD Aeroplan Visa credit card program?**

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Aeroplan Miles must be redeemed through the Aeroplan program. The terms of the Aeroplan Program will apply to any Aeroplan Miles redeemed. It's easy to redeem Aeroplan Miles for a wide choice of travel, entertainment, merchandise and gift card reward options. Just visit [www.aeroplan.com](http://www.aeroplan.com) and redeem online or call 1-800-361-5373.

**Do Aeroplan miles expire?**

Miles do not expire as long as the TD Aeroplan Visa credit card is open and in good standing.

**Is there a Promotional Rewards Bonus Offer available for new TD Aeroplan Visa credit card accounts?**

New accounts are eligible to earn a one-time bonus offer of 25,000 miles if at least \$1,000 in total net purchases ("net purchases" defined as any purchase in any category subject to the limitations below) are made within 3 billing cycles of the Account opening date. Net purchases are qualifying purchases less credits, returns and adjustments that are charged to the card each billing cycle. Qualifying Purchases do not include Balance Transfers, Cash Advances, fees, interest charges, disputed and unauthorized or fraudulent charges, purchases made by or for a business or for a business purpose, account refunds, rebates, and similar credits. Maximum one time promotional bonus award for this offer is 25,000 Aeroplan miles. Provided your TD Aeroplan Visa Credit Card Account is open and in good standing, bonus miles will be reflected on your Credit Card statement within 2 billing cycles after the spending criteria has been met. This offer is non-transferable.

Aimia Canada Inc. ("Aeroplan") is the administrator of the Aeroplan Program and as such is solely responsible for establishing the terms and conditions of participation in the program and reserves the right to modify, amend, or terminate the program at any time.

For more information about the Aeroplan Program please contact Aeroplan directly at 1-800-361-5373 or visit their website at [www.aeroplan.com](http://www.aeroplan.com).

TD Aeroplan Visa Credit Card Program terms, rewards and offers may change. Please telephone TD Customer Service at 1-888-561-8861 for details.

**ADDITIONAL PRIVACY INFORMATION AND DISCLOSURES FOR TD AEROPLAN VISA CARDHOLDERS:**

If I apply for and receive a TD Aeroplan card, I also agree that TD Bank and Aimia Canada Inc. who owns and operates the Aeroplan Program ("Aeroplan") may share information about my account transactions with each other, for the purpose of administering and managing the Aeroplan program. If I have any questions, I may contact TD Bank at 1-800-561-8861.

**Please note that any information that is provided directly to Aeroplan or that Aeroplan obtains about a Cardholder as a member of the Aeroplan program (including as a potential member) will be governed by Aeroplan's privacy policy and practices and is not the responsibility of TD.**

**If you have any questions about the collection, use or disclosure of information by Aeroplan, would rather not be contacted about Aeroplan's products or services, or wish to obtain more information about Aeroplan's privacy policy and practices, simply call Aeroplan directly or visit the Aeroplan program website at [Aeroplan.com](http://Aeroplan.com).**

**For trade-mark ownership details, see [tdbank.com/aeroplancards](http://tdbank.com/aeroplancards).**

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

**Acknowledgement**

I have read and agree to the "Important Credit Card Terms and Conditions" for the TD Aeroplan Visa credit card, including the important rate, fee, and cost information. By submitting a credit card application to TD Bank, N.A. ("Bank"), I agree to all terms and conditions of the Personal Credit Card Agreement ("Agreement") (a copy of which is available to me upon request and will be sent to me with my card if my application is approved), including the right of the Bank or its successors or assigns to change terms and add new terms to the credit card account at any time.

By activating a card or allowing an authorized person to activate or use a card or the account, I personally agree to fully pay all amounts owed in connection with the account as required by the Agreement. I agree that the account will only be used for lawful personal, family or household purposes. I am at least 18 years of age (19 years of age for residents of Alabama or Nebraska or 21 years of age if you are a resident of Mississippi).

**IMPORTANT NOTICE:** By signing or otherwise authorizing and submitting an application, I authorize TD Bank, N.A., its successors, assigns, employees and designated agents (together, "TD Bank"), to gather credit, employment and other information about me, including credit bureau reports, that TD Bank may deem necessary or appropriate in evaluating my application for credit. If my application is approved and credit is extended to me, I further authorize TD Bank to re-verify any or all of such information from time to time, including obtaining additional credit bureau reports, for any legitimate purpose in connection with such extension of credit, such as for the purpose of reviewing the account, increasing the credit line on the account, or for taking collection on the account, and to furnish information concerning my account to consumer reporting agencies and others who may properly receive that information. If I ask, I will be informed whether or not a consumer report was requested, and if a report was requested, I will be informed upon request of the name and address of the consumer reporting agency that furnished the report. I agree that all credit card applications remain the property of TD Bank. By

submitting a credit card application to TD Bank, I also certify that no essential information has been concealed and that no misrepresentations have been made on the application. If approved, I agree to the terms and conditions applicable to the Account for which I am approved.

**If I have any questions, I may contact TD Bank at 1-888-561-8861.**