

## TD Payment Plus Important Credit Card Terms and Conditions

Rates, fees, and other important costs of the TD Payment Plus<sup>SM</sup> 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 Personal Credit Card Agreement (together, the "Agreement") at any time subject to applicable law. Based on our evaluation of your credit report and other factors, if approved for a TD Credit Card, you may receive a minimum credit line of \$500 or more.

The information about the costs of the card described below is accurate as of **March 18, 2015**. This information may change after that date. To find out what may have changed (or to obtain a copy of the current Credit Card Agreement), please call TD Bank at 1-888-561-8861 or write to TD Card Services, P.O. Box 84037, Columbus, GA 31908-4037.

Interest Rates and Interest Charges	
<b>Annual Percentage Rate (APR) for Purchases</b>	<b>21.24%</b> This APR will vary with the market based on the Prime Rate.
<b>APR for Balance Transfers</b>	<b>0%</b> Introductory APR for the first 12 billing cycles after Account opening. After that, your APR will be <b>21.24%</b> . This APR will vary with the market based on the Prime Rate.
<b>APR for Cash Advances</b>	<b>23.24%</b> This APR will vary with the market based on the Prime Rate.
<b>How to Avoid Paying Interest on Purchases</b>	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month.
<b>Minimum Interest Charge</b>	If you are charged interest, the charge will be no less than \$1.00.
<b>For Credit Card Tips from the Consumer Financial Protection Bureau</b>	<b>To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a>.</b>
Fees	
<b>Annual Fee</b>	<b>None</b>
<b>Transaction Fees</b> • Balance Transfers • Cash Advances • Foreign Transactions	Either <b>\$10</b> or <b>4%</b> of the amount of each transfer, whichever is greater. Either <b>\$10</b> or <b>5%</b> of the amount of each cash advance, whichever is greater. <b>3%</b> of each transaction in U.S. dollars.
<b>Penalty Fees</b> • Late Payment	Up to <b>\$35</b> .

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

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

**Margins:** For purchases and Balance Transfers, 17.99% will be added to the Index; for Cash Advances, 19.99% will be added to the Index.

**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 03/01/2015, the Prime Rate was 3.25%.

**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 Index. Please see your Personal Credit Card Agreement for more information.

**Procedures for Opening a New Account (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.

**Balance Transfers:** You may be able to transfer balances from eligible credit card accounts to your TD Bank Credit Card 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.** 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.

Should your Balance Transfer request be approved, the Balance Transfer transaction fee will be reflected on your first monthly billing statement following the transfer. **The amount of the Balance Transfer transaction fee will be added to your minimum monthly payment amount.** 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.

It may take 2 to 4 weeks to process a Balance Transfer request after your account is opened. You should continue paying each of your creditors until a requested Balance Transfer appears on the applicable account 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.

**Transfers requested with Convenience Checks are processed as Cash Advances, not as Balance Transfers.** If you have a dispute with a creditor and pay that creditor with a Balance Transfer or Convenience Check, you may lose certain dispute rights with that creditor.

**Cash Advances:** 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 Fee Table above) and the Cash Advance transaction fee charge will appear on your first monthly billing statement following the Cash Advance, and that applicable Cash Advance transaction fee amount will be added to your minimum payment amount which will be due on the payment due date specified on that statement.

**Foreign Transactions Fee:** TD Bank will impose a 3% foreign transaction fee on the converted U.S. Dollar amount of the transaction and any transaction made outside the U.S. Account transactions (including Purchases and Cash Advances) made in a foreign currency will be converted to U.S. Dollars by or on behalf of Visa U.S.A. Inc. (or any of its affiliates) using its currency conversion procedures and charges then in effect, as of the date on which the transaction is first posted to the VISA system. Foreign Transactions are subject to a transaction fee (see Fee Table above) and the Foreign Transaction Fee charge will appear on your first monthly billing statement following the foreign transaction, and that applicable Foreign Transaction fee amount will be added to your minimum payment amount which will be due on the payment due date specified on that statement.

**How to Avoid Paying Interest on Purchases:** 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 beginning on the transactions date 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 Personal Credit Card Agreement for more details.

**Credit Reports:** You agree that we have a right to obtain a credit report in connection with our review of your application and after we establish an account, to administer the account. You agree that we may report to others our credit experience with you. At your request we will provide the name and address of each consumer-reporting agency from which we obtained a report about you.

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

**Information Sharing:** TD Bank's Privacy Policy is available online at [http://www.tdbank.com/bank/privacy\\_and\\_security.html](http://www.tdbank.com/bank/privacy_and_security.html).

**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, N.A. and its successors, assigns, employees and 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.

**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>.

**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 PAYMENT PLUS PROGRAM:**

When we receive qualifying payments of at least 5% of your Statement balance on or before the payment due date, you will receive a Payment Plus Statement credit. The Payment Plus Statement credit is calculated as follows: when you pay 5 to 9.99% of your current balance, you will receive a Statement credit worth 25% of next month's interest charges; and when you pay 10% or more of your current balance, you will receive a Statement credit worth 50% of next month's interest charges. The Payment Plus Statement credit will be applied to your Statement balance, and post to your Account on the Statement cycle date of your next Statement.

**Restrictions and Limitations:** Your Account must be open and in good standing to receive the Payment Plus credit. Qualifying payments do not include Payment Plus credits, other credits, adjustments, refunds or similar Account

transactions. If your Account is in default, if you are in a forbearance plan, or if charging privileges have been revoked, you will not receive a Payment Plus credit.

The TD Payment Plus<sup>SM</sup> Visa<sup>®</sup> Credit Card is Powered by Paymentflex<sup>®</sup> Technologies, LLC. TD Bank, N.A. is an authorized user of Paymentflex<sup>®</sup> US Patents #5,933,817 and #6,836,764, and of the Paymentflex<sup>®</sup> registered trademark pursuant to license from Paymentflex<sup>®</sup> Technologies, LLC. TD Bank, N.A. is the card issuer/creditor of the credit card program described in this offer.

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 Personal Credit Card Terms and Conditions."

Any account opened in response to this application shall be governed by the laws of the State of Delaware.

#### **Acknowledgement**

You acknowledge that you have read and agree to the "Important Personal Credit Card Terms and Conditions" for the TD Payment Plus<sup>SM</sup> VISA credit card, including the important rate, fee, and cost information. By submitting a credit card application to TD Bank, N.A. ("Bank"), you agree to all terms and conditions of the Personal Credit Card Agreement ("Agreement") (a copy of which is available to you upon request and will be sent to you with your card if your application is approved), including TD Bank, N.A.'s right 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, you personally agree to fully pay all amounts owed in connection with the Account as required by the Agreement. You also agree that the federal and state courts sitting in New Castle County, Delaware shall have exclusive jurisdiction over any judicial action or proceeding relating to or arising out of the credit card account or the Agreement, and you agree to submit to the personal jurisdiction of such courts. You also agree to waive the right to a trial by jury. You agree that the account will only be used for lawful personal, family or household purposes. You further acknowledge you are 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, you authorize TD Bank, N.A., its successors, assigns, employees and designated agents (together, "TD Bank"), to gather credit, employment and other information about you, including credit bureau reports, that TD Bank may deem necessary or appropriate in evaluating your application for credit. If your application is approved and credit is extended to you, you 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 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. You agree that all credit card applications remain the property of TD Bank. By submitting a credit card application to TD Bank, you also certify that no essential information has been concealed and that no misrepresentations have been made on the application. If approved, you agree to the terms and conditions applicable to the Account for which you are approved.

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