

## TD Business Solutions

### Important Credit Card Terms and Conditions

Rates, fees, and other important costs of the TD Business Solutions Credit Card are disclosed below. Additional fees and account terms are described in the Business Credit Card Agreement that will be enclosed with the card if a card is issued. The terms disclosed below and in the TD Business Solutions Credit Card Agreement (together, the "Agreement") and the TD Business Solutions rewards program may be changed at any time subject to applicable law. Based on our evaluation of your personal consumer credit report and other factors, if approved for a TD Business Solutions Credit Card, you may receive a credit card account (an "Account") with a minimum credit line of \$500 or more.

**Individual Personal Liability:** You, the person applying for this Account, understand and agree that you will be the only person responsible for payment of all balances incurred on the Account and all cards issued pursuant to this application. You understand that if you leave the employment or are no longer associated with the business identified on your application, you will continue to be responsible for the outstanding balances on the Account. You must notify us immediately to close the Account and prevent further usage if you are no longer associated with the business identified on your application. You further understand that this account will be reported to consumer credit reporting agencies, but not to business credit reporting agencies.

The information about the costs of the card described below is accurate as of May 01, 2018. 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.

Interest Rates and Interest Charges	
<b>Annual Percentage Rate (APR) for Purchases:</b>	<b>0%</b> Introductory APR for the first 6 billing cycles after Account opening. After that, your APR will be <b>14.49%, 19.49% or 24.49%</b> , based on your creditworthiness. All APRs will vary with the market based on the Prime Rate.
<b>APR for Balance Transfers:</b>	<b>14.49%, 19.49% or 24.49%</b> , based on your creditworthiness. All APRs will vary with the market based on the Prime Rate.
<b>APR for Cash Advances:</b>	<b>26.74%</b> This APR will vary with the market based on the Prime Rate.
<b>Paying Interest:</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. We will begin charging interest on Cash Advances and Balance Transfers on the transaction date.
<b>Minimum Interest Charge:</b>	If you are charged interest, the charge will be no less than \$1.00.
Fees	
<b>Annual Fee:</b>	<b>None</b>
<b>Transaction Fees:</b>	
• Balance Transfers	Either <b>\$5</b> or <b>3%</b> of the amount of each transfer, whichever is greater.
• Cash Advances	Either <b>\$10</b> or <b>5%</b> of the amount of each cash advance, whichever is greater.
• Foreign Transactions	<b>None</b>
<b>Penalty Fees:</b>	
• Late Payment	Up to <b>\$37</b>
• Returned Payment	<b>\$39</b>

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

**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.

**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 Agreement for more information.

**Margins:** For Purchases and Balance Transfers, 9.74%, 14.74% or 19.74% will be added to the Index; for Cash Advances, 21.99% 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 May 01, 2018 the Prime Rate was 4.75%.

**Unlawful Internet Gambling:** "Restricted transaction" means a restricted transaction as defined in the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG and includes, without limitation, those transactions in which credit, electronic fund transfers, checks, or drafts are accepted by gambling businesses in connection with the participation by others in unlawful internet gambling. Restricted transactions are prohibited from being processed through your account or relationship with TD Bank. We reserve the right to block all such transactions. In the event that a charge or transaction described in this paragraph is approved and processed you will be liable for the charge.

**About This Credit Card Program:** This credit card program is issued and administered by TD Bank, N.A. ("TD Bank") located in Wilmington, DE. Any Account opened in response to this application shall be governed by applicable Federal law and the substantive laws of the State of Delaware (to the extent not preempted by federal law) without regard to principles of conflicts of law. Visa is a registered trademark and service mark of Visa International Service Association, and is used pursuant to a license.

**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 Account. You agree that all transferred balances consist of business-related expenses. **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 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.

**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.

**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.

**Credit Reports:** You agree that we have a right to obtain your personal consumer credit report in connection with our review of your application and if approved after we establish the 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 your 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.

**Important Notice & Acknowledgement:** By signing or otherwise authorizing and submitting an application, you authorize TD Bank, 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. By submitting a credit card application to TD Bank, N.A. you agree to the Important Credit Card Terms and Conditions, including the important rate, fee and cost information and the conditions of the Agreement, including the right of TD Bank 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 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).

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

**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 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, unless TD 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.

#### **Rewards Agreement for the TD Business Solutions Credit Card**

This Rewards Agreement includes important terms, conditions and limitations that you should understand. Use of your TD Business Solutions Credit Card Account ("Account") constitutes your acceptance of the following terms. Please read this Rewards Agreement and keep it in a safe place.

- Capitalized terms not defined in this Rewards Agreement have the same meaning as in the Credit Card Agreement for your Account.
- "You", "your" and "yours" mean each person who applied for the Account and the person to whom we direct billing statements.
- "We", "us", "our" and "TD Bank" mean TD Bank, N.A., and its affiliates.
- To participate in the Rewards Program, your Account must be open and in good standing, which means that your Account is not in Default as described in your Credit Card Agreement.
- We may make changes to this Rewards Agreement at any time and you may lose Points you have earned as more fully described later in this document.

- This Rewards Agreement may be supplemented with additional terms, conditions, disclosures, and agreements that will be considered part of this Rewards Agreement. For the latest version of the Rewards Agreement and your Redemption Rules log in to rewards at [tdcardservices.com](http://tdcardservices.com). We may refer to this Rewards Agreement as "Program Rules" in other documents.

#### **How do I earn rewards?**

- You earn "Points" when you use your Account to make Purchases less credits, returns and adjustments each billing cycle. Not all transactions made with your Account will qualify as a Purchase for purposes of earning rewards—those restrictions are more fully described later in this document.
- You earn three (3) Points for each one dollar (\$1) of Phone, Internet and Cable Services purchased on the Account; two (2) Points for each one dollar (\$1) of Dining and Gas Station Purchases; and one (1) Point for each one dollar (\$1) of other Purchases.
- To qualify as Phone, Internet or Cable Services, the transaction must be assigned one of the following specified merchant category codes ("MCC"): 4814 - Telecommunication service including local and long distance calls, credit card calls, calls through use of magnetic-strip reading telephones and fax services; 4816 - Computer Network Information/Services; 4899 - Cable and other pay television. To qualify as a Dining or Gas Station purchase, the transaction must be assigned one of the following specified MCCs: 5812 - Eating places, restaurants; 5813 - Drinking places; 5814 - Fast food restaurants; 5462 - Bakeries; 5541 - Service Stations; 5542 - Automated Fuel Dispensers; 5499 - Miscellaneous Food Stores - Convenience Stores and Specialty Markets. MCCs may change. We are not responsible if MCCs change. Individual merchants and their credit card processors are responsible for designating MCCs based on the products and services sold by the merchant. Purchases made at merchants that do not process transactions using one of these MCCs will only qualify for one (1) Point per dollar (\$1).
- Wireless phone service payments made in a retail store location only qualify for one (1) Point per dollar (\$1). Internet Services refer to services to procure the service of the internet, not advertising costs associated with internet providers, for example. Merchants who offer a variety of services including cable/streaming services (and do not categorize this as their primary business function) may only qualify for one (1) Point per dollar (\$1). Large warehouse-type stores are generally not classified as gas stations and may only qualify for one (1) Point per dollar (\$1).
- Points are earned on each individual Purchase transaction and, therefore, we employ rounding to determine how many Points to award for each Purchase. We round up to the next whole Point if the calculation results in  $\frac{1}{2}$  of a Point or more and down to the nearest Point if the calculation results in less than  $\frac{1}{2}$  of a Point.
- You may be offered opportunities to earn additional Points ("Bonus Points"). Related terms will be provided with the offer.
- Points earned are estimated based on the authorization amount reported by retailers and are subject to be changed based on returns and retailer adjustments.

#### **Are there any transactions that do not earn Points?**

- Yes, the following types of transactions do not earn points and are not eligible for Purchase Redemption Credits: Balance Transfers, Cash Advances, purchases of travelers checks, money orders, lottery tickets, gambling chips, wire transfers, foreign currency, purchases or reloading of prepaid cards, or purchases of any other cash equivalents, fees, interest charges, disputed and unauthorized or fraudulent charges, account refunds, rebates, and similar credits are not eligible to earn Points and are not considered a Purchase for purposes of earning rewards.

#### **Is there a One-Time Bonus Offer available for new Accounts?**

- Yes. If you are approved for an Account in response to this specific offer, you are eligible to earn a One-Time Bonus Offer ("One-Time Bonus Offer") of 30,000 Bonus Points which can be redeemed for \$300 Cash Back if you spend \$3,000 in total Purchases using the Account within 90 days of the Account opening date. This One-Time Bonus can be redeemed for Cash Back or a variety of gift cards, merchandise or travel.
- Provided your Account is open and in good standing, the 30,000 Bonus Points will be reflected on your Account within 6 to 8 weeks after you have met the eligibility criteria.
- This One-Time Bonus Offer is not available if you open an account in response to a different offer that you may receive from us or if you previously received a One-Time Bonus Offer on this Account or any other account with us.

#### **How are Points converted to Cash Back?**

- You may redeem once you have accumulated at least 2,500 Points as either a statement credit or direct deposit into a checking or savings account held by a financial institution located in the United States ("Cash Back"). **Account statement credits will reduce your outstanding balance, but you are still required to make at least your minimum monthly payment.**
- Upon redemption one (1) Point is worth one penny (\$0.01) when redeemed for Cash Back. Here is an example of how Points are converted to Cash Back: 20,000 Points are redeemable for \$200 Cash Back.

#### **How can I redeem my Points?**

- Points may only be redeemed by the primary Cardholder at specified levels for a variety of Cash Back, gift cards, merchandise and travel. Specific gift cards, merchandise and travel are subject to availability and additional terms and conditions.
- Each Point is worth at least one penny (\$0.01) when redeemed for Cash Back, gift cards or travel. Redemption values for other reward options, such as merchandise, may be worth more or less than that or not be assigned a dollar value.
- For additional information and to redeem, log in to rewards at [tdcardservices.com](http://tdcardservices.com) or call 1-888-561-8861.

#### **Do Points expire?**

- No, as long as the Account remains open and in good standing, your Points will not expire and there is no limit to the number of Points that may be earned.

**Can I lose my Points?**

- Yes, your Points may be forfeited immediately if your Account is closed due to Default as defined in your Credit Card Agreement. Such reasons for closure may include, but are not limited to:
  - Filing for bankruptcy
  - Serious delinquency in making payments on your account (TD Bank shall be solely responsible for making the determination as to what constitutes "serious delinquency," but in no event will it be less than 60 days)
  - Fraudulent activity or misuse associated with your Account or the Rewards Program
- If your Account is closed for any other reason, whether by you or by us, your Points will be forfeited if you do not redeem them within 60 calendar days of Account closure.
- Your Points balance will be reduced for returns, credits and adjustments.

**When am I prevented from redeeming my Points?**

- If your Account is not open to new Purchases you cannot redeem your Points until it is open to Purchases again.

**Can the Rewards Program change?**

- Yes, the Rewards Program may change. We may, at our sole discretion, cancel, modify, restrict, or terminate the Rewards Program or any aspects or features of the Rewards Program at any time.
- If we materially change or terminate the Rewards Program, we will provide you with 30 days advance notice. Examples of material changes include: if we were to reduce the rate at which you earn Points, or if we were to increase the minimum redemption amount for Cash Back.
- Other changes may be made without prior notice by posting an updated copy of the Rewards Agreement at [tdcardservices.com](http://tdcardservices.com).

**What else do I need to know?**

- All interpretations of the Rewards Program shall be at TD Bank's sole discretion. In the event of any fraudulent, abusive, or gaming activity related to the Rewards Program or your Account, as determined by us, we may make adjustments to your Points balance, cancel your participation in the Rewards Program, close your Account, or take any other action available to us at law or equity.
- Points have no cash value until redeemed, are not your property and may not be transferred or assigned by agreement or operation of law.
- You are responsible for any tax liability related to the Rewards Program. Please consult a tax advisor regarding any tax concerns.
- Applicable federal law and the substantive laws of the State of Delaware shall govern this Agreement.
- You consent to and authorize us and any of our affiliates, agents and service providers to monitor and/or record any of your telephone conversations with any of our or their representatives for quality control, training and other lawful purposes.
- If any part of this Rewards Agreement is found to be void or unenforceable under applicable law, all other parts of the Rewards Agreement will still apply. We may delay or waive enforcing any of our rights or remedies without losing them.
- The Rewards Program is offered by TD Bank and may be administered or serviced by third parties who are not affiliated with TD Bank. You agree that TD Bank may share information about your Account and Account transactions with such third parties to administer and service the Rewards Program.
- TD Bank may assign its rights and obligations under this Agreement to a third party who will take our place in this Agreement.
- By participating in the Rewards Program, and accepting and using rewards earned, you or any other beneficiary of the Rewards Program release, discharge and hold harmless TD Bank and their respective parent companies, subsidiaries, affiliates, agents, administrators, service providers, employees, officers, directors, successors and assignees from all claims, damages or liability including, but not limited to, physical injury or death, arising out of participation in the Rewards Program or travel taken or use of products purchased in connection with the Rewards Program.
- The merchants and service providers that participate in the Rewards Program are solely responsible for the quality and performance of any products or services they provide, are not affiliated with TD Bank, are not sponsors or co-sponsors of the Rewards Program, and are subject to change without notice. All participating third party service provider names, logos and marks are used with permission and are the property of their respective owners.

**Important Notice & Acknowledgement:** By signing below you acknowledge that you are submitting an application for a TD Bank, N.A. credit card. You authorize TD Bank, 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 (the "Account"), 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.

By submitting a credit card application to TD Bank you agree to the Important Credit Card Terms and Conditions, including the rate, fee and cost information and if approved, and the conditions of the Credit Card Agreement, including TD Bank N.A.'s right to change terms and add new terms to the credit card 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.

\_\_\_\_\_  
**Customer Signature**

\_\_\_\_\_  
**Print Customer's Name**

\_\_\_\_\_  
**Date**

XXX-XX-

**Please print last four numbers of Customer's Social Security Number**

Serving companies of all sizes is important to us, and we are collecting this information in accordance with the Community Reinvestment Act to help ensure we're providing lending solutions to Customer businesses large and small. Please enter your business's gross annual sales as reported on your most recent tax return.

**Business Gross Annual Sales/Revenue** (as reported on your most recent tax return)

\$    ,    ,    .00

**For Internal Use Only - Please print clearly**

Store RC Number:      
Please Print Clearly

Employee Name: \_\_\_\_\_  
Please Print Clearly

Please scan and email completed for to: [CIFBankcardConsentForm@td.com](mailto:CIFBankcardConsentForm@td.com)