



## Personal Credit Card Agreement

### TD Bank VISA® Platinum Card\*

#### **1. INTRODUCTION**

Your TD Bank VISA Platinum Card account (your “*Account*”) is subject to this Personal Credit Card Agreement, including any Addendum or other related materials that accompany the TD Bank VISA Platinum card (the “*Card*”) we send you when we open an Account for you. This Personal Credit Card Agreement, Interest Rate and Fee Schedule and other related materials are all collectively referred to as the “*Agreement*.” Please read and keep this Agreement for your records. By accepting the Card and using or maintaining your Account, or letting someone else use your Card or your Account, you are agreeing to all of the terms of this Agreement, including any changes we make to the Agreement from time to time.

*You, your, and yours* mean each person responsible for paying all amounts owed under this Agreement, including the person who applied for the Account, and the person to whom we direct billing statements (“*Statements*”). *We, us, our, and TD Bank* mean TD Bank, N.A., a national bank with its main office located in Delaware, and its successors and assigns. If we agree to open an Account for you, we will issue one or more Card(s) imprinted with your Account number. We may also, in our sole discretion and from time to time after the Account is opened, issue additional Account access devices (such as, for example, Convenience Checks) imprinted with your Account number. *Authorized User* means any other person to whom you give permission to use your Account.

**You agree to use the Card and the Account only for your own lawful personal, family or household purposes. You agree that you and each Authorized User will not use the Card or the Account for any business or commercial purposes, and also will not use the Card or the Account for any unlawful or illegal purposes. Such transactions include, but are not limited to, online gambling transactions, and any betting transactions that are illegal under applicable law including the purchase of lottery tickets or casino chips, or off-track betting and wagering. We reserve the right to block all such transactions. However, in the event that a charge or transaction described in this disclosure is approved and processed, you will still be liable for the charge.**

**A. Promise to Pay** You (and any Authorized User) must activate and sign the Card to use it. You will be liable for all use of the Card or the Account by you or by any person with actual, implied, or apparent authority to act for you or to use the Card or the Account, including any Authorized User. Any such use will constitute acceptance of all the terms and conditions of this Agreement, even though this Agreement is not signed.

You authorize us to pay and charge your Account for all Purchases, Balance Transfers, and Cash Advances resulting from the use of your Card or the Account. You promise to pay us (in U.S. Dollars drawn on U.S. banks) as required by this Agreement for all of these Purchases, Balance Transfers, and Cash Advances, plus Interest Charges and all other fees and charges owed under this Agreement (including without limitation all Purchases and Cash Advances made by an Authorized User).

#### **2. GOVERNING LAW**

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 or choice of law shall govern this Agreement including the rate of interest and fees. If any part of this Agreement is held to be invalid, the rest will remain in effect.

#### **3. USING YOUR ACCOUNT**

##### **A. Credit Limit.**

**1. General.** Your initial credit limit for the Account is shown in the materials that accompany the Card(s) we send you when we open an Account for you. Your current credit limit for the Account will be shown on your Statement. You also may telephone Customer Service at 1-

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888-561-8861 to find out what your current credit limit is. You agree to not go over your credit limit. You also agree that we may permit you to go over your limit, but we are not required to do so. If we permit you to go over your credit limit, we will not charge you an overlimit fee.

**2. Cash Advances.** We may set a credit limit for the total dollar amount of Cash Advances that may be outstanding from time to time, that is lower than the overall credit limit for the Account, and we may also change the credit limit for Cash Advances in our discretion from time to time.

**3. Changes to Credit Limit.** In our discretion, at any time, we may change the credit limit that applies to your Account. We will notify you if we change your credit limit by mail and will list the credit limit on your Statement.

You may ask us to change your credit limit by contacting Customer Service at P.O. Box 84037, Columbus, GA 31908-4037, by first class mail, postage prepaid, or by telephoning Customer Service at 1-888-561-8861. We do not have to agree to any such request.

## **B. Types of Transactions.**

**1. Purchases.** You (and any Authorized User) may use the Card to pay for the purchase or lease of goods or services, wherever the Card is honored. If you use the Card to purchase or lease goods or services by telephone, mail, or internet, you agree that your signature is not necessary as identification in such cases. You authorize us to accept reasonable documentation from any merchant regarding use of your Card by telephone, mail, or internet.

**2. Balance Transfers.** You may obtain an advance from us by following instructions we give you (or by completing a special Balance Transfer check we give you), in order to transfer balances from other eligible credit card accounts of yours with third parties (not with TD Bank or with banks now or hereafter affiliated with TD Bank through common ownership or control) to the Account. We may limit the number and types of credit card accounts from which we will allow you to transfer balances to the Account, and the times, manner, and circumstances in which Balance Transfers may be requested. We may refuse to process Balance Transfer checks or Balance Transfer requests received after any applicable expiration date printed on the Balance Transfer checks or request forms. We will not return paid Balance Transfer checks to you. We will not certify any Balance Transfer checks. All Balance Transfers are subject to your available credit limit. The minimum Balance Transfer amount is \$250 (plus the Balance Transfer transaction fee described in the Section 5.B.4). You may not post-date any Balance Transfer check. You agree that we may refuse to process a post-dated Balance Transfer check, or process it before the date on the check, in our sole discretion.

**3. Cash Advances.** You may use the Card to obtain Cash Advances from a financial institution, an automated teller machine or similar device or terminal (ATM), or any other party that agrees to honor the Card for cash advance purposes. For example, the Card may be used to obtain Cash Advances at ATMs displaying the VISA® logo, and from participating banks or other financial institutions honoring VISA® credit cards. You may be required to sign a special form and/or provide your Personal Identification Number (PIN) before your Card will be honored for a Cash Advance. Cash Advances may not be used to pay amounts owed to TD Bank or banks now or hereafter affiliated with TD Bank through common ownership or control. Please be sure to select a PIN that is not easily identifiable and does not consist of one single number (for example, "1111"), or consecutive numbers. PINs should also not be based on or include your birth date, ZIP code, or Card/Account number. Please do not write your PIN on the Card and do not keep your PIN with or near the Card or convenience checks. See Section 5.B.4 for fee information.

**4. Convenience Checks.** We may agree to provide you with Convenience Checks for your use from time to time, in our sole discretion, after the Account is opened. Each Convenience Check must be in the form we issue, and must be used according to the instructions we give you. You may use a Convenience Check, which is a special check that we may provide you from time to time, in our sole discretion, to access your Account. You may be required to sign a special form and/or provide your Personal Identification Number (PIN) before your Convenience Check will be honored for a Cash Advance. We may refuse to process Convenience Checks received after any applicable expiration date printed on them. We will not return paid Convenience Checks to you. Convenience Checks may not be used to pay any amount owed to us under this Agreement or any other agreement you or any Authorized User may have with us, now or in the future. We will not certify any Convenience Checks. You may not post-date any Convenience Check. You agree that we may refuse to process a post-dated Convenience Check, or process it before the date on the check, in our sole discretion.

**C. Stop Payment.** If you want us to stop payment on a Convenience Check or Balance Transfer, notify Customer Service immediately at P.O. Box 84037, Columbus, GA 31908-4037, by first class mail, postage prepaid, or call us at 1-888-561-8861. If you call, you must confirm the call in writing within 14 days. A written stop payment request will remain in effect for 6 months unless renewed in writing as described above.

You agree to call or write us with your stop payment request as soon as possible after you have written the Convenience Check or Balance Transfer check or otherwise submitted a Balance Transfer request. Describe the check or Balance Transfer, and give us enough information about the check or Balance Transfer so that we can identify it.

Whenever you ask us to stop payment on a Convenience Check or Balance Transfer, we will make reasonable efforts not to pay that check or Balance Transfer. However, if we pay that check or Balance Transfer despite these efforts, you agree that we will not be liable to you for paying that Convenience Check or Balance Transfer. You also agree that we may not be able to stop payment on a Convenience Check or Balance Transfer if you call or write us after we have started processing the check or Balance Transfer.

You agree to pay us a stop payment fee whenever you ask us to stop payment on a Convenience Check or Balance Transfer. See Fee Table for more information.

**D. Refusal to Honor the Card or Other Account Access Device.** You and each Authorized User agree that a merchant, business, or financial institution may refuse to honor the Card, a Convenience Check, or any other Account access device we may provide you as payment for Purchases or as a means of obtaining Cash Advances. You and each Authorized User agree that you have no legal claims or damages against us or anyone else if your use of the Account is denied by any merchant, business, or financial institution.

In addition, you agree that we may prohibit use of the Card or the Account if the use would exceed your credit limit, if you are in default under this Agreement, if your Account has been closed to new transactions, if your Card has expired, or at our discretion.

#### **E. Statements.**

**1. Billing Cycle.** In order to manage your Account, we divide time into Billing Cycles, which means a period of approximately 28 to 34 days, depending on the Billing Cycle. (Your first Billing Cycle may be shorter, if the Account is opened in the middle of what would otherwise have been a regular Billing Cycle.) At the end of a Billing Cycle, if there was activity on your Account, we will send you a Statement showing what you owe (the “*New Balance*”) as of the end of the Billing Cycle, including Purchases, Payments, Credits, Cash Advances, Balance Transfers, fees and charges, and other information about your Account transactions.

**2. General.** At the end of a Billing Cycle, if there was activity on your Account, we will send you a Statement showing what you owe as of the end of the Billing Cycle. The Statement will show the New Balance, any Interest Charges you owe, the Minimum Payment due, and the payment due date. The Statement will also show your current credit limit for the Account, an itemized list of fees, charges, payments, and credits posted to the Account during the Billing Cycle, and other important information. We will mail or deliver the Statement to the last address we have on file for your Account. You agree that your most recent Statement is the best evidence of what you owe on your Account as of the end of the Billing Cycle covered by that Statement.

**3. Change of Address.** You must notify us promptly of any change in your address by contacting Customer Service at P.O. Box 84037, Columbus, GA 31908-4037, by first class mail, postage prepaid, or by calling us at 1-888-561-8861. Until we receive, process, and verify your new address, we will continue to send Statements and other notices to the last address we have on file for your Account. If we make a change to our address or another material change to how we process payments and there is a material delay in the crediting of payments, there will be a courtesy period of 60 days after the effective date of the change before we consider the receipt of payments as late.

**F. How We Determine the New Balance.** The total outstanding balance on your Account as of the last day of a Billing Cycle appears as the New Balance on your Statement. To determine the New Balance, we begin with the total outstanding balance on your Account at the beginning of each Billing Cycle (called the Previous Balance on the Statement), add any new Purchases, Balance Transfers, and Cash Advances posted to the Account during the Billing Cycle, and subtract any payments and credits we have posted to the Account during the Billing Cycle. We then add the appropriate Interest Charges, fees, and other applicable adjustments to your Account. The New Balance on your Statement for the current Billing Cycle will be the Previous Balance on your Statement for the next Billing Cycle.

**G. Credit Balance.** We will make a good faith effort to return to you any credit balance on your Account over \$1.00 if the credit balance has been on your Account longer than six (6) months (or, in our discretion, for a shorter time period). You may also request a refund of a credit balance on your Account at any time, by sending your request to Customer Service at P.O. Box 84037, Columbus, GA 31908-4037, by first class mail, postage prepaid. We may reduce the amount of any credit balance on your Account by applying the credit balance towards new fees and charges posted to your Account. We do not pay any interest on credit balances.

## **H. Payments.**

**1. Minimum Payment.** In accordance with the laws governing this Agreement, we reserve the right to change your Minimum Payment. Each Billing Cycle you must pay a Minimum Payment so that we receive it with the required payment stub (if you mail your Minimum Payment to us) at the address we specify for payments on your Statement by no later than 5:00 p.m., Eastern Time, on (or before) the payment due date shown on your Statement. The Minimum Payment due each billing Cycle is the greater of:

- (i) Two percent (2.00%) of the New Balance rounded up to the next whole dollar where applicable, or
- (ii) \$ 15.00, or
- (iii) One percent (1.00%) of the New Balance plus:
  - (a) The full amount of any transaction fees (such as Cash Advance, Balance Transfer, and foreign transaction fees) owed for the Billing Cycle; plus
  - (b) The periodic Interest Charges for the Billing Cycle; plus
  - (c) The full amount of any late payment fee, returned payment fee, and other applicable Account fees owed; plus
  - (d) Any past due Minimum Payments.

If your New Balance is less than \$ 15.00, your Minimum Payment will equal your New Balance. Credits, adjustments, refunds, prepayments, and similar Account transactions may not be used in place of payment of any portion of a required Minimum Payment. You may pay more than the Minimum Payment due (this is a prepayment) without any penalty. The sooner you pay the New Balance, the less you will pay in Interest Charges. A prepayment in one Billing Cycle will not excuse you from paying the Minimum Payment due in the next Billing Cycle.

**2. Where to Send Payments.** Payments may be completed by mail, online, at a TD Bank store or over the phone.

Payments must be sent to the payment address shown on your statement and must include the remittance coupon from your statement. For payments made by mail, we will credit your Account with a payment as of the Business Day we received the payment at the address we specify for payments on your Statement, provided we received the payment by 5 p.m., Eastern Time on a Business Day at that address, accompanied by your Statement's payment stub. A Business Day is defined as Monday through Friday, excluding federal holidays. Payments we receive after 5 p.m. Eastern Time or on a day that is not a Business Day, at the address we specify for payments on your Statement, will be posted to your Account as of the next Business Day, provided they are accompanied by your Statement's payment stub (if mailed). Payments that are mailed to us should be in the form of checks or money orders (in U.S. dollars drawn on U.S. banks). You agree to not give us any post-dated check as payment on the Account. If the payment due date falls on a day on which we do not receive or accept payments, the payment will not be treated as late if received the next business day. **Important:** We may reject or delay posting nonconforming payments. For example: there may be a delay of up to five (5) days in crediting a payment if it is received at an address other than the address we specify for payments on your Statement, or if it is received without the required payment stub (if mailed).

For payments made online, we will credit your Account with a payment as of the Business Day we receive the payment by internet if it is received by 5 p.m., Eastern Time on a Business Day. If we receive an internet payment after 5 p.m., Eastern Time, or on a day that is not a Business Day we will credit your Account the next Business Day.

For payments made in person to one of our employees at TD Bank locations by the close of business for that location, we will credit your Account on the day you make your payment.

For payments made by phone, we will credit your Account with a payment as of the Business day we receive the payment by phone if it is received by 5 p.m., Eastern Time on a Business Day. If we receive a phone payment after 5 p.m., Eastern Time, or on a day that is not a Business Day we will credit your Account the next Business Day.

For up to fifteen (15) days after we have posted a payment to your Account, your available credit limit(s) may not reflect the payment.

**3. No Cash Payments.** Do not mail any cash payments. Cash payments should only be made in-person at a TD Bank store. (Please see "Where to Send Payments" section above.)

#### 4. Application of Payments.

**a. Generally.** We will generally apply your Minimum Payment in the following order:

- (i) to interest charges and other fees.
- (ii) to transactions (purchases, balance transfers, cash advances) with the lowest Daily Periodic Rates and corresponding APRs;
- (iii) to transactions with the highest Daily Periodic Rates and corresponding APRs;

**b. Application of Payments in Excess of Minimum Payment.** We will generally apply your payments and credits in excess of the Minimum Payment in the following order:

- (i) to transactions (purchases, balance transfers, cash advances) with the highest Daily Periodic Rates and corresponding APRs;
- (ii) to transactions with the lowest Daily Periodic Rates and corresponding APRs;

**5. Payments Marked “Paid in Full”.** If you, any Authorized User, or anyone else, marks a check, money order, or other instrument sent in payment on your Account “paid in full” or uses a similar phrase on or with the check, money order or other instrument, in order to settle a debt owed on your Account that is reasonably in dispute, you must send the check, money order or other instrument (and any accompanying letter or other instructions) to: TD Bank, P.O. Box 23072, Columbus, GA 31902-3072, Attention: Customer Service.

If you send your payment to any other address, you agree that (i) we may ignore any special notations or instructions on or with the payment, and (ii) our crediting any such payment to the Account does not mean that we have agreed to any special notations or instructions on or with the payment.

**6. No Waiver.** We may accept late or partial payments, and payments that do not comply with the requirements of this section entitled Payments, without losing any of our rights under this Agreement.

**7. Automatic Payments.** We may, in our sole discretion, agree to allow you to make the Minimum Payments required under this Agreement (or any larger monthly payment you and we may agree to from time to time) through automatic payments from a savings or checking account each Billing Cycle. We do not have to allow automatic payments under this Agreement. If we agree to allow automatic payments, we may terminate our agreement to permit you to make automatic payments at any time.

If we agree to allow automatic payments, no automatic payment will occur unless the savings or checking account has sufficient collected funds in it, on the Business Day before the payment due date, to cover the full amount of the Minimum Payment due (or any larger monthly payment you and we may agree to from time to time). If an automatic payment does not occur, for any reason, you will be responsible for sending us the Minimum Payment and any late fee due.

If you have authorized us to pay your credit card bill automatically from your checking or savings account with us, you can stop the payment on any amount you think is wrong. To stop the payment write to: TD Bank P.O. Box 84037 Columbus, GA 31908-4037 or call 1-888-561-8861. To stop the payment, your letter or telephone call must reach us 3 business days before the automatic payment is scheduled to occur.

**8. Electronic Check Conversion.** When you send a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or (at our option) to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account on the same day we receive your payment, and you will not receive your check back from your financial institution. If we cannot process the electronic fund transfer, or if it is returned to us, you authorize us to reinitiate the electronic fund transfer from your bank account. Alternatively, we may (at our option) present the original check, a substitute check, draft or similar negotiable instrument to obtain payment. If your payment is returned unpaid, you authorize us to make a one-time electronic fund transfer from your account to collect the Returned Payment Fee disclosed. If you have questions about electronic check conversion, you may telephone us at 1-888-561-8861.

**9. Other Payment Requirements.** All Account payments must conform to the requirements described above in this section entitled Payments and any additional requirements set forth on the Statement. We may change any of these requirements (including without limitation requirements set forth on the Statement) without advance notice.

#### **I. The Card, Convenience Checks, and Authorized Users.**

**1. General.** The Card, Convenience Checks, and any other access device we choose to issue from time to time in connection with the Account, belong to us. If we close the Account, you agree to cut, tear or otherwise deliberately damage (to prevent unauthorized use by third parties) and surrender all Cards, Convenience Checks, and other Account access devices in your possession or control, or in the possession or control of any Authorized User, and to stop all use of the Account immediately upon our request.

**2. Additional Cards.** You may request additional Cards, and you may permit Authorized Users to have access to the Card or Account. However, if you do, you are liable for all Account transactions made by those Authorized Users, including transactions that go over the Account's credit limit, and also all fees incurred by Authorized Users (including without limitation Interest Charges). You agree that we may limit the total number of Cards and other Account access devices that may be used to charge transactions to your Account, in our sole discretion.

**3. Revoking Authorized User's Authority.** If you want to revoke your permission for any person you previously authorized to use a Card or the Account, you must either notify Customer Service at P.O. Box 84037, Columbus, GA 31908-4037, by first class mail, postage prepaid, or call us at 1-888-561-8861. We will not discontinue any Authorized User's ability to use the Account until we have received the Authorized User's Card and other Account access devices (cut, torn, or otherwise deliberately damaged to prevent unauthorized use by third parties). You agree to send the Authorized User's Card and other Account access devices to Customer Service, P.O. Box 84037, Columbus, GA 31908-4037. You will remain responsible for all Account transactions by Authorized Users until we receive the Authorized Users' Card(s) and other Account access devices, at Customer Service, P.O. Box 84037, Columbus, GA 31908-4037.

To discontinue an Authorized User's ability to use the Account, you agree that we may close the Account to new transactions, change the Account number, and issue you a new Card(s) and other new Account access devices, all with a different Account number. If we do this, you must notify anyone you have authorized to submit and post charges to your Account of the new Account number. You are responsible for the use of each Card and other Account access device we issue in connection with the Account, according to the terms of this Agreement.

#### **J. Lost or Stolen Cards, Account Numbers, Convenience Checks, or Balance Transfer Checks.**

If any Card, Account number, Convenience Check, Balance Transfer check, or other access device we issue in connection with the Account, is lost or stolen, or if you think someone used or may use them without your permission, notify us **AT ONCE** by calling 1-888-561-8861. Unless prohibited by applicable law, we may close your Account if you fail to notify us immediately of any of these events. You agree that we may close the Account to new transactions, change the Account number, and issue you a new Card(s) and new Account access devices with a different Account number, if we have been notified of the possible loss, theft, or unauthorized use of your Card, Account number, Convenience Check, Balance Transfer check, or other Account access device. If we do this, you must notify anyone you have authorized to submit and post charges to your Account of the new Account number. Do not use the Card, Account number, any Convenience Check, Balance Transfer check, or other Account access device, after we've been notified, even if the Card, Convenience Check, Balance Transfer check, or other Account access device is later found or returned.

Under Visa U.S.A.'s "Zero Liability Policy" you may not be liable for the unauthorized use of your Account or Card that results in a fraudulent transaction made over the Visa network. To be eligible, you must notify us immediately of any unauthorized use of your Account or Card. We will provisionally credit you for losses from the unauthorized Card use within five (5) business days of your notification to us of the loss. The Visa Zero Liability Policy does not apply to transactions made at an ATM or to any transactions made using your PIN that are not processed by Visa. We may impose greater liability, or withhold, delay, limit or rescind any provisional credit that we provide to you under the Zero Liability Policy, based on factors such as your gross negligence or fraud, your delay in reporting unauthorized use, our investigation and verification of your claim, your Account standing and history and other factors. If you are not eligible for the Visa Zero Liability Policy or it otherwise does not apply, you may be liable for unauthorized use of your Account, but not for more than \$50. You won't be liable for any unauthorized use of the Account that occurs after you notify us of the loss, theft, or possible unauthorized use of your Card, Account number, Convenience Check, Balance Transfer check, or other Account access device. We may require you to provide certain information in writing to help us find out what happened. You also must identify for us any charges on your Statement that were not made by you or someone authorized by you, and from which you received no benefit.

#### **4. INTEREST CHARGES**

**A. Annual Percentage Rates.** Annual Percentage Rate or APR means the annual rate of interest charged on Account balances, without taking into account transaction fees (such as Cash Advance or Balance Transfer transaction fees or foreign transaction fees). The standard (non-introductory) Annual Percentage Rates ("APRs") and corresponding Daily Periodic Rates are listed in the Interest Rate and Fee Schedule that is at the end of this document or provided separately. To get the daily periodic rate we divide the APR by 365 and round up at the sixth place after the decimal point. We may charge different Daily Periodic Rates and APRs on different Account transactions (for example, different Daily Periodic Rates and APRs on Purchases, Cash Advances, and Balance Transfers), or during special promotional periods.

**B. Variable Rates.** 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.) published in the Money Rates section of The Wall Street Journal. The APRs will be adjusted each Billing Cycle by adding a Margin to the Index. Any change in the APRs will take effect on the first day of the Billing Cycle in which a change to the Index

occurs. When a range of rates has been published on the day we calculate the APR, the highest of the rates will be used. Please see the Interest Rate and Fee Schedule for more information.

**C. Introductory or Promotional APR.** We may offer you an introductory or promotional Annual Percentage Rate (APR) to encourage specific Account transactions, such as (for example) Balance Transfers. Any introductory or promotional APR offer will be subject to the terms of the offer and this Agreement. Upon the expiration of an introductory or promotional Annual Percentage Rate (APR), the rate will return to the rate for purchases stated in this Agreement. If you are 60 days past due, you may lose your right to the offer and the rate will return to the rate for purchases as stated in this Agreement which will be applied to all existing and new balances on the Account.

**D. How to Avoid Paying Interest on Purchases.** We will not impose a Daily Periodic Rate of Interest Charge on new Purchases or on any new fees that are added to your Account balance, if you have paid the Previous Balance shown on the Statement for the current Billing Cycle in full by the payment due date shown on the Previous Statement and we receive payment in full of the New Balance shown on the Statement by the cut-off time listed in Section, 3.H.2 on (or before) the payment due date. The payment due date will be at least 25 days after the closing date of your Billing Cycle. Interest charges as a result of the loss of a grace period will not be charged if those Interest charges are based on any portion of a balance subject to the grace period that was repaid prior to the expiration of the grace period.

**E. Paying Interest on Cash Advances and Balance Transfers.** We will impose a Daily Periodic Rate of Interest Charge on new Cash Advances and Balance Transfers as of the date you received the Cash Advance or make a Balance Transfer (sometimes referred to as the transaction date or Activity Date) unless we choose, in our discretion, to accrue Interest Charges as of a later date. There is no time period in which you may repay a Cash Advance or Balance Transfer and avoid imposition of a Daily Periodic Rate of Interest Charge on the Cash Advance or Balance Transfer.

**F. Unpaid Interest Charges and Fees.** Unpaid Interest Charges from previous billing cycles relating to Purchases, Cash Advances and Balance Transfers, and also all unpaid fees, will be added to your outstanding balance for Interest Charge calculation purposes at the start of a new Billing Cycle until they are paid in full. Once any unpaid Interest Charge (including any unpaid transaction fee(s)) is included in the outstanding balance of the Account, it will accrue Interest Charges at the applicable Daily Periodic Rate until it is repaid in full. This means that we charge an Interest Charge on certain unpaid Interest Charges.

**G. Interest Charge Calculation for Purchases, Balance Transfers & Cash Advances Average Daily Balance Method (Including Current Transactions).** If you do not pay the Previous Balance shown on the Statement for the current billing cycle in full by the payment due date shown on the Statement, then we will charge an Interest Charge on Purchases, Balance Transfers, and Cash Advances (including any unpaid fees or Interest Charges) at the applicable Daily Periodic Rate. We figure a portion of the Interest charge on your Account by applying a Daily Periodic Rate to the Average Daily Balance of your Account (including current transactions), multiplied by the number of days in the Billing Cycle. To get the Average Daily Balance, we take the "Previous Balance" (including any applicable unpaid Interest Charges and any applicable unpaid fees) at the beginning of the Billing Cycle and on each day of the Billing Cycle we add new transactions and any applicable fees, subtract payments and credits and make other appropriate adjustments. This gives us the daily balance. Unless we elect to use a later date, we add new transactions to the daily balance as of the transaction date (Activity Date) of the new transaction. We consider credit balances as zero balances when we figure the daily balance and average daily balance. We then add the daily balances together and then divide that amount by the number of days in the Billing Cycle. For Interest Charge calculation purposes, the Billing Cycle begins on the day after the close of the previous Billing Cycle. We then multiply the Average Daily Balance by the number of days in the Billing Cycle. That product is multiplied by the applicable Daily Periodic Rate. The resulting number is the Interest Charge.

If your Purchases are subject to more than one Daily Periodic Rate and corresponding APR (for example, because of Purchases made during a special promotional APR offer), we will separately calculate the balance subject to each applicable Daily Periodic Rate and corresponding APR, and the resulting Interest Charge, in the same manner as described above, using the Daily Periodic Rate applicable to the appropriate Purchases and related Interest Charges and fees. Outstanding promotional Balance Transfers that are subject to the same APR in effect for Purchases may appear on your Statement as Purchases, and may be included in the daily balances and Average Daily Balance for Purchases.

**Minimum Interest Charge.** If the total Interest Charges accrued on the Account for a Billing Cycle are greater than zero but less than \$1.00, the Interest Charge for that Billing Cycle will be \$1.00.

## **5. FEES**

You agree to pay the additional fees described below in connection with your Account whenever applicable. These fees will be added to the balance for Purchases made during the Billing Cycle.

**A. Penalty Fees.** The amounts of these fees are listed in the Interest Rate and Fee Schedule.

**1. Late Fee.** If we do not receive a required Minimum Payment by 5 p.m., Eastern Time, on the payment due date as outlined in section 3.H.2., accompanied by your statement's payment stub (if mailed), we may charge a late fee.

**2. Dishonored Balance Transfer or Convenience Check Fee.** If we decline to honor a Balance Transfer request or Convenience Check (for example, because the Balance Transfer or Convenience Check would exceed your available credit limit), we may impose this fee even if your Balance Transfer or Convenience Check is eventually honored after a second presentment (for example, if the Balance Transfer or Convenience Check is re-presented to us after we have posted a payment or credit to the Account). We may in our sole discretion agree to waive this fee in connection with Balance Transfer requests we receive before the Account has been opened.

**3. Returned Payment Fee.** If you send us a payment on your Account (by check, electronically, or otherwise), and the payment is not honored, is returned unpaid, or we must return it because it cannot be processed, we may impose this fee even if your payment is eventually paid after a second presentment (if we elect to re-present the payment).

**4. Stop Payment Fee.** If you ask us to stop payment on a Balance Transfer or Convenience Check, we may charge you a stop payment fee.

## **B. Other Fees.**

**1. Administrative Fees.** If you request a copy of a Statement or sales draft, we may charge you \$7 for each copy. If you request a copy of a payment check, convenience check or balance transfer check, we may charge you \$5 for each copy. If you request a replacement Card on an expedited basis (for example, to replace a lost or stolen Card), we may charge you \$25 for this service. However, we will not charge you for copies of billing Statements, sales drafts, or other documents that you request for a billing error/inquiry you may assert against us under applicable law.

**2. Account Research Fee.** We reserve the right (subject to applicable law) to impose a reasonable charge for researching and supplying additional information to you, or supplementing the information that appears on your Statement. However, we will not charge you for copies of billing Statements, sales drafts, or other documents that you request for a billing error/inquiry you may assert against us under applicable law.

**3. Same Day Telephone Payment Processing Fee.** We encourage you to mail all Account payments to us. However, from time to time, in our sole discretion, we may make available to you the option of expediting a single payment on the Account from a designated bank account of yours by telephone, for a payment processing fee. If you speak with a TD Bank customer service representative and authorize us to process any such single telephone payment after 5 p.m. and request the payment to be posted to your Account the same day, you agree that we will deduct the payment amount from your designated bank account, and post the payment processing fee to your Account. The amount of the fee will be disclosed at the time you request this optional payment service.

**4. Cash Advance and Balance Transfer Transaction Fees.** In addition to the periodic Interest Charge on Cash Advances and Balance Transfers, we will also charge a transaction fee on each Cash Advance and Balance Transfer you obtain (including promotional Balance Transfers). These transaction fees are listed in the Interest Rate and Fee Schedule. We add the fee to the balance for the related category as of the transaction date of the Cash Advance or Balance Transfer. For example, a Cash Advance transaction fee would be added to your Cash Advance balance.

If you use an ATM that is not owned by TD Bank to obtain a Cash Advance, you may also be charged a separate transaction fee by that ATM owner/operator.

## **5. Foreign Transactions.**

**a. General.** If you use your Account to make a foreign transaction (such as a Purchase or Cash Advance in a foreign currency), the transaction will be converted to U.S. Dollars and posted to your Account based on a rate selected by Visa USA Inc. (or any of its affiliates) from the range of rates available in wholesale currency markets for the applicable central processing date (which may vary from the rate Visa itself receives), or the government-mandated rate in effect for the applicable central processing date. The currency conversion rate used by Visa USA, Inc. (or any of its affiliates) on the currency conversion date may differ from the exchange rate in effect on the day you used your Account to make the foreign transaction, or on the day the foreign transaction is posted to your Account.

**b. Foreign Transaction Fee.** We impose a foreign transaction fee equal to 3 percent (3.0%) of the U.S. Dollar amount of a foreign transaction. The 3% foreign transaction fee is an Interest Charge. In addition, all other applicable transaction fees and Interest Charges apply to the U.S. Dollar amount of a foreign transaction (including, for example, Cash Advance transaction fees, if the foreign transaction was a Cash Advance, and including any applicable Interest Charges due to the application of the Daily Periodic Rate to the Account balance that includes the foreign transaction). The foreign transaction fee may cause the effective APR for the foreign transaction on the Statement on which the foreign transaction fee first appeared to exceed the APR that corresponds to the Daily Periodic Rate applicable to that foreign transaction.

## **6. DEFAULT**

**A. Events of Default.** You will be in default, and we will not be obligated to honor any attempted use of your Account (even if we do not give you advance notice) if any of the following events occurs:

- We do not receive a required Minimum Payment by the cut-off time listed in Section 3.H.2, on the payment due date, accompanied by your statement's payment stub (if mailed), or we do not receive any other payment required by this Agreement when such payment is due.
- You exceed the credit limit
- You are unwilling or unable to pay what you owe under this Agreement, for any reason.
- You die, are declared legally incompetent or incapable of managing your affairs, become insolvent, file for bankruptcy, or otherwise become the subject of a bankruptcy petition or filing.
- You give us false or misleading information at any time in connection with your Account.
- You send us more than one check or similar instrument that is returned to us unpaid, or any automatic, electronic or other payment on your Account cannot be processed or is returned unpaid, for any reason, within the last six (6) Billing Cycles.
- You breach or otherwise fail to comply with any term or condition of this Agreement.
- We have reason to suspect that you or any Authorized User may have engaged or participated in any unusual, suspicious, fraudulent, or illegal activity on your Account.
- You do not give us any updating information about your finances, employment, or any other information we may reasonably request, promptly after our request.

### **B. Our Rights After Default.**

In the event of default, we may terminate your Account as provided in section 7 below, accelerate the unpaid balance and commence collection activity.

**1. Collection Costs.** We may refer any past due amounts you owe under this Agreement to a collection agency or lawyer for collection, in which case you agree to pay us our reasonable costs of collection, including without limitation collection agency fees, court costs and attorneys' fees actually incurred by us, to the fullest extent permitted by applicable law.

**2. Delay in Enforcement.** We may delay or waive enforcing any of our rights or remedies under this Agreement or under applicable law without losing any of those rights or remedies. Even if we do not enforce our rights or remedies at any one time, we may enforce them at a later time.

## **7. CLOSING YOUR ACCOUNT**

**A. We May Close Your Account.** Except where prohibited by applicable law and without prior notice, we may close your Account to new transactions at any time, for any reason. If we close your Account to new transactions, you agree to pay us all amounts you owe under this Agreement, under the terms and conditions of this Agreement, and you agree that we are not liable to you for any consequences resulting from closing your Account.

If you are in default, we may close your Account and require you to pay us immediately the entire amount you owe under this Agreement, in full. We may also increase the dollar amount of your Minimum Payment, instead of requiring immediate payment in full, without losing our right to require immediate payment in full.

If we close your Account to new transactions, you must return all Cards, unused Convenience Checks and other Account access devices to us (cut, torn, or otherwise deliberately damaged to prevent unauthorized use by third parties).

**B. You May Ask Us to Close Your Account.** You may ask us to close your Account to new transactions at any time, by notifying Customer Service at P.O. Box 84037, Columbus, GA 31908-4037, by first class mail, postage prepaid, and returning all Cards, unused Convenience Checks and other Account access devices to us (cut, torn, or otherwise deliberately damaged to prevent unauthorized use by third parties) with your written notice or contacting us at 1-888-561-8861. If you request to close your Account by phone, we reserve the right to require a written notice from you. You also agree to stop using the Account immediately after you notify us that you want us to close your Account to new transactions.

## **8. CHANGING THIS AGREEMENT**

We may change this Agreement, including (for example) changing the addresses and telephone numbers you should use to contact us, changing fees, adding new fees, changing the Daily Periodic Rates and corresponding Annual Percentage Rates (APRs) that apply to your

Account, or increasing your required Minimum Payment. We may periodically review your Account and credit and change the APRs on your Account. We may also change this Agreement based on economic or market conditions, our business strategies, or for any other reason (including reasons unrelated to you or your Account). However, we must review these changes on a periodic basis to determine if the conditions still exist. Any changes we make to this Agreement will apply to new transactions only unless we are permitted to apply them to then-existing balances. We will notify you of changes to this Agreement as required by applicable law. We will mail the notice to the last address we have on file for your Account.

## **9. INFORMATION SHARING**

### **A. How to Dispute Reports Regarding Your Account**

If you think the information we furnished to consumer reporting agencies on your Account is not accurate please write to us at:

P.O Box 84037  
Columbus, GA 31908-4037

In order for us to investigate your dispute, you will need to provide us with the following information:

- Your name, address, and telephone number;
- The Account number(s) for the Account(s) you are disputing;
- A description of the specific information you are disputing and an explanation of the basis for your dispute; and
- Copies of documents that support your dispute. These could include (but are not limited to): a copy of your consumer report showing the information that you are disputing, your Account statements, a court order, or (if applicable) a copy of a police report or fraud or identity theft affidavit.

If you fail to provide us with the information listed above we will be unable to investigate your dispute. We will notify you of the results of our investigation within 30 days of receiving your dispute. We may take up to 45 days to investigate your dispute if, after providing us with your initial notice of dispute, you provide us with additional information that is relevant to our investigation. If our investigation finds that the information you are disputing was inaccurate, we will notify the consumer reporting agency of our determination and provide the consumer reporting agency with the information necessary to correct the inaccuracy.

We will have no duty to investigate disputes that are substantially similar to a prior dispute that we have responded to, or that relate to your identifying information (such as your name, date of birth, Social Security number, telephone number or address), inquiries appearing on your consumer report, information from public records (such as judgments, liens, or bankruptcies, unless these matters relate to your Account(s) with us), information related to fraud or active duty alerts on your report, or information provided to the consumer reporting agency from someone other than us. We will also have no duty to investigate your dispute if we reasonably believe it was submitted or prepared by (or if you submitted it on a form provided by) a credit repair organization. If we determine that we will not investigate your dispute for one of these (or some other) reasons we will notify you of that determination within 5 Business Days.

**B. Telephone Monitoring and Recording.** You consent to and authorize TD Bank and any of its affiliates, agents, and marketing associates, 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.

**C. Telephone Numbers.** If you give a cell phone number directly to us, you consent to and agree to accept collection calls to your cell phone from us and our agents. For any telephone or cell phone calls placed to you by us or our agents, you consent and agree that those calls may be automatically dialed and/or use recorded messages.

**D. Account Benefits.** We may offer you certain third-party benefits and services with your Account, as outlined in benefits brochures or other documents and Internet web sites. For example, certain eligible Purchases charged with a VISA® Platinum Card may be eligible for certain benefits or services through Visa U.S.A. Inc. (or its affiliates). Certain eligible Purchases charged with your Card also may be eligible for Easy Rewards points benefits. Any benefits or services we make available through third parties (including without limitation Visa U.S.A. Inc.) are not a part of this Agreement, but are subject to the terms and restrictions outlined in the applicable benefits brochures or other documents or Internet web sites provided or made available to you from time to time. You agree that we may give information about you, any Authorized User, and your Account, to any third party reasonably needing the information to provide you with such benefits or services. You also agree that we or any third party providing any Account-related benefits or services may change, add, or delete benefits or services at any time without notice.

## **10. MISCELLANEOUS**

**A. Certain Waivers.** You waive the right of “presentment” and “notice of dishonor.” “Presentment” means the right to require us to demand payment of amounts due under this Agreement. “Notice of dishonor” means the right to require us to give notice to other persons that amounts due under this Agreement have not been paid. You also waive demand for payment, protest, notice of protest, and all other notices and demands, to the fullest extent permitted by applicable law.

**B. Assignment.** We may assign your Account and our rights under this Agreement to our affiliates or to some other financial institution or company without advance notice to you. That entity will take our place in this Agreement if we do this.

You and your estate or personal representative are bound by the terms of this Agreement, as this Agreement may be amended from time to time. You may not assign or transfer the Account or any of your responsibilities under this Agreement to any other person without first obtaining our written consent. We do not have to give our consent.

**C. No Security.** This Account is unsecured. We are not taking a security interest in any property in connection with this Account.

**D. Evidence.** You agree that we may use a copy, microfilm, microfiche or digital image of any Statement or other document to prove what you owe us, and that the copy, microfilm, microfiche or digital image will have the same validity as the original.

**E. Captions and Interpretation.** The captions used in this Agreement are for convenience only. They do not affect the meaning of the paragraphs in this Agreement. In this Agreement, use of the singular includes the plural and use of the plural includes the singular. If any term of this Agreement is held invalid or unenforceable by a court or administrative agency having proper jurisdiction, the remainder of this Agreement shall remain in effect.

## **11. YOUR BILLING RIGHTS; KEEP THIS DOCUMENT FOR FUTURE USE**

**This notice contains important information about your rights and our responsibilities under the Federal Credit Billing Act.**

### **What To Do If You Find a Mistake on Your Statement**

If you think there is an error on your Statement, write to us at:

TD Bank  
P.O Box 84037  
Columbus, GA 31908-4037

In your letter, give us the following information:

- **Account Information:** Your Name and Account number.
- **Dollar Amount:** The dollar amount of the suspected error.
- **Description of the problem:** If you think there is an error on your Statement, describe what you believe is wrong and why you believe it is a mistake.;

You must contact us:

- Within 60 days after the error appeared on your Statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors *in writing*. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

### **What Will Happen After We Receive Your Letter**

**When we receive your letter, we must do two things:**

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain why we believe the Statement was correct.

**While we investigate whether or not there has been an error:**

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your Statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

**After we finish our investigation, one of two things will happen:**

- *If we made a mistake:* You will not have to pay the amount in question or any interest or other fees related to that amount.
- *If we do not believe there was a mistake:* You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your Statement is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we don't follow all of the rules above, you do not have to pay the first \$50.00 of the amount you question even if your Statement was correct.

**Your Rights If You Are Dissatisfied With Your Credit Card Purchases**

If you are dissatisfied with the goods or services that you have purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50.00. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us *in writing* at:

TD Bank  
P.O Box 84037  
Columbus, GA 31908-4037

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

## INTEREST RATE AND FEE SCHEDULE

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for purchases:	Either <b>11.24%, 16.24%, or 21.24%</b> When you open your account, based on your creditworthiness and other factors. All available APRs will vary with the market based on the Prime Rate.
Annual Percentage Rate (APR) for balance transfers:	Either <b>11.24%, 16.24%, or 21.24%</b> When you open your account, based on your creditworthiness and other factors. All available APRs will vary with the market based on the Prime Rate.
APR for Cash Advances:	<b>23.24%</b> This APR will vary with the market based on the Prime Rate.
Paying Interest:	Your due date is at least 25 days after the close of each billing cycle. We will not charge you interest on purchases if you pay your entire balance by the due date each month. Interest charges will begin to accrue on Balance Transfers and Cash Advances as of the transaction date or Activity Date.
Minimum INTEREST CHARGE:	If you are charged interest, the charge will be no less than \$1.00
For Credit Card Tips from the Federal Reserve Board:	To learn more about factors to consider when applying for or using a credit card, visit the website of the Federal Reserve Board at <a href="http://www.federalreserve.gov/creditcard">http://www.federalreserve.gov/creditcard</a> .
Fees	
Annual Fee:	None
Transaction Fees:	
• Cash Advances	3% (minimum \$10)
• Balance Transfers	3% (minimum \$10)
• Foreign Transactions	3% of each transaction in U.S. dollars
Penalty Fees:	
• Late Fee	\$39
• Returned Payment Fee	\$39
• Stop Payment Fee	\$39
Other Fees:	
• Statement Reprint Fee	\$7
• Emergency Replacement Card Fee	\$25
• Sales Draft Copy Fee	\$7
• Check Copy Fee	\$5
• Convenience Check Copy Fee	\$5

**How We Will Calculate Your Balance:** We use a method called “Average Daily Balance (Including Current Transactions).” See Section 4.G. for more information.

**Billing Rights:** Information about your rights to dispute transactions and how to exercise those rights is provided in Section 11.

**Loss of Introductory APR:** If you are 60 days past due, we may end the Introductory APR and apply the standard Purchase APR.

**Margins:** 7.99%, 12.99%, 17.99% will be added to the Index for Purchases  
7.99%, 12.99%, 17.99% will be added to the Index for Balance Transfers  
19.99% will be added to the Index for Cash Advances

**Index:** Prime Rate as of January 31, 2010 is 3.25%

The corresponding **DAILY PERIODIC RATES** as of January 31, 2010 are:

**0.030795%, 0.044493%, 0.058192%** for Purchases

**0.030795%, 0.044493%, 0.058192%** for Balance Transfers

**0.063671%** for Cash Advances