TD Cash℠

Important Credit Card Terms and Conditions

Rates, fees, and other important costs of the TD Cash Credit Card are disclosed below. Additional fees and account terms are described in the Personal Credit Card Agreement that will be enclosed with the card if a card is issued. The terms disclosed below and in the TD Cash Credit Card Agreement (together, the "Agreement") and the TD Cash Credit Card reward program may be changed at any time subject to applicable law. Based on our evaluation of your credit report and other factors, if approved for a TD Cash Credit Card, you may receive a credit card account ("Account") with a minimum credit line of $500 or more. If you apply and are approved, you will receive either a Signature Visa card if your approved account credit limit is $5,000 or greater or a Platinum Visa card if your approved account credit limit is less than $5,000. Both Signature and Platinum cards have the same terms and conditions, however the Signature card comes with added Visa Signature benefits such as complimentary 24/7 concierge, access to exclusive events, special shopping perks and more.

The information about the costs of the card described below is accurate as of September 6, 2023. This information may change after that date. To find out what may have changed, please call us at 1-888-561-8861.

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Fees

| Annual Fee: | None |
| Transaction Fees: | Either $5 or 3% of the amount of each transfer, whichever is greater. Either $10 or 5% of the amount of each cash advance, whichever is greater. 3% of each transaction in U.S. dollars |
| Penalty Fees: | Up to $40 |

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.

Notice to Active Duty Service Members and Dependents: If you would like more information regarding your account, please call us at 1-877-488-3712.

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, 11.74%, 16.74% or 21.74% 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 July 27, 2023, the Prime Rate was 8.50%.

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 the laws of the State of Delaware. 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. 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. We may limit the number and types of credit card accounts from which we will allow Balance Transfers, and the times, manner, and circumstances in which Balance Transfers may be requested. Balance Transfers may not be payable to yourself or made payable to cash. Balance Transfers may be used to pay off other creditors but cannot be used to pay off accounts owned by TD Bank or to any bank now or previously affiliated with TD Bank.

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

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

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 a 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

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we obtained a report about you.

CONSENT TO USE CANADIAN CREDIT BUREAUS (for Canadian Customers Only):
You acknowledge you consented to TD Bank obtaining information and reports about you from TransUnion Canada located at P.O. Box 338, LCD1, Hamilton, ON L8L 7W2, at the time of and any time during the application process, and on an ongoing basis, to review and verify your creditworthiness, establish credit limits, help TD Bank collect a debt or enforce an obligation owed to TD Bank by you and/or manage and access TD Bank’s risk. Once you have a credit product with TD Bank, TD Bank may from time to time disclose information about you to credit reporting agencies seeking such information, which helps establish your credit history and supports the credit granting and processing functions in general. You may access and rectify any of your personal information contained in the files of TransUnion Canada by contacting them in writing at the address noted above.

Your Telephone Number: When you give us your mobile phone number, we have your permission to contact you at that number about your Account. Your consent allows us to use artificial or pre-recorded voice messages and automatic dialing technology for informational and account service calls, but not for telemarketing or sales. You may contact us anytime to change these preferences.

When you give us your Canadian mobile number, we have permission to contact you at that number about your Account. Your consent allows us to use text messaging for informational and account service, but not for telemarketing or sales. Message frequency varies. To opt-out, reply STOP. For assistance, reply HELP. You may contact us anytime to change these preferences.

Consent To Text: When you give us your mobile number and opt-in, we have permission to contact you at that number about your Account. Your consent allows us to use text messaging, artificial or pre-recorded voice messages and automatic dialing technology for informational and account service calls, telemarketing, or sales calls. Message frequency varies. Message and data rates may apply. To opt-out of alerts, reply STOP. For assistance, reply HELP. 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.

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 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.

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
Rewards Agreement for the TD Cash Credit Card

This Rewards Agreement includes important terms, conditions and limitations that you should understand. Use of your TD Cash 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 tdbank.com or the TD Bank app, click or tap on your Credit Card Account, and choose "Redeem Rewards" ("Rewards Program Website"). 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, based on which Spend Category has been assigned to the 3%, 2% or 1% Reward Tier, as chosen by you through the Choose Your Own Reward feature of the rewards program. Additionally, you will also earn four (4) points per $1 spent on Purchases made at Gas Stations for the first 6 months from the account open date, or until you reach $6,000 in Gas Station Purchases, whichever occurs first. At account opening, the Gas Stations Spend Category will be assigned to the 1% Reward Tier.
- Not all transactions made with your Account will qualify as a Purchase for purposes of earning rewards, as more fully described in this Rewards Agreement.
- The Reward Tiers are as follows:
  - 3% Reward Tier: You earn three (3) Points for each one dollar ($1) spent on Purchases associated with the Spend Category that you assigned to this Reward tier;
  - 2% Reward Tier: You earn two (2) Points for each one dollar ($1) spent on Purchases associated with the Spend Category that you assigned to this Reward tier; and
  - 1% Reward Tier: You earn one (1) Point for each one dollar ($1) spent on all other Purchases.
- Each Spend Category represents Purchases that are grouped by the type of goods and services sold by the merchant, based on that merchant's Spend Category Code ("MCC").
- Merchants who accept Visa credit cards are assigned an MCC, which is determined by the merchant or its processor in accordance with Visa procedures and is based on the kinds of products and services they primarily sell. We do not determine which MCC a merchant uses. We group similar MCCs into Spend Categories to help you earn rewards on purchases made at specific merchants. We make every effort to include all relevant merchant codes in our Spend Categories. However, even though a merchant or some of the items it sells may appear to fit within a Spend Category, the merchant may not have a merchant code in that Spend Category. When this occurs, Purchases made at that merchant will not qualify for rewards.
offers on purchases in that Spend Category. Purchases made at merchants that do not process transactions using one of these MCCs will only qualify for one (1) Point per dollar ($1). In addition, superstores and warehouse clubs will only qualify for one (1) point, regardless of the MCC.

- 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 ½ of a Point or more and down to the nearest Point if the calculation results in less than ½ 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.

How does the TD Bank Choose Your Own Rewards feature work?

- Each calendar quarter, you can choose which Spend Category to assign to the 3% and 2% Reward Tiers. All other Spend Categories will be assigned to the 1% Reward Tier during that calendar quarter.
- Within 30 days of account opening, you will have a one-time opportunity to change the Spend Category that was initially assigned to the 3% and 2% Reward Tiers at account opening. This change will apply during the first calendar quarter following account opening.
- After the first 30 days from account opening, you can change the Spend Category assigned to the 3% and/or 2% Reward Tiers any time during a calendar quarter (January 1-March 31, April 1-June 30, July 1-September 30, October 1-December 31). Such change will take effect at the start of the next calendar quarter (January 1, April 1, July 1, October 1).
- If you do not make any changes during a calendar quarter to the Spend Categories assigned to the 3% and/or 2% Reward Tiers, those assignments will continue into the next calendar quarter.

Are there any transactions that do not earn Points?

- Yes, the following types of transactions are not considered purchases and therefore do not earn Points and are not eligible for purchase Redemption Credits: Balance Transfers, Cash Advances (including convenience checks and transactions to obtain traveler's checks, money orders, lottery tickets, casino gaming chips, wire transfers, foreign currency, cryptocurrency, debt repayments, race track wagers, legal online wagers or similar betting transactions, prepaid cards, or any other similar cash-like transactions), fees, interest charges, disputed and unauthorized or fraudulent charges, account refunds, rebates, and similar credits posted to your account.

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 15,000 Bonus Points which can be redeemed for $150 Cash Back if you spend $1,000 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 15,000 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 Program Website 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, as permitted by applicable law, 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 100 calendar days of Account closure or the date provided in any notice you may receive regarding the forfeiture

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and redemption of your Points.

• Your Points balance will be reduced for returns, credits and adjustments.

• We reserve the right to disqualify customers from earning or redeeming Points, or close your Account, in the event of fraud, abuse of program privileges, or violation of this Rewards Agreement, as determined by TD Bank, N.A. in its sole judgement, and in such event you may lose your Points.

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 advance notice as required by applicable law. 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 on Rewards Program Website.

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.

Language Practices at TD Bank

Thank you for banking with us. Please be aware that verbal and written communications from TD Bank ordinarily will be in English. These communications in English may include, but are not limited to, applications, account agreements, statements and disclosures, notices concerning changes in terms or fees, and communications related to account servicing. As a courtesy to our customers, we sometimes communicate in languages other than English. If you need assistance in a language other than English, please contact us, as we have language services that may help. However, we cannot guarantee that customer service or other Bank communications will be available in any language other than English, and many important bank documents are available only in English.
Gracias por realizar sus operaciones bancarias con nosotros. Tenga en cuenta que las comunicaciones verbales y escritas de TD Bank normalmente estarán en inglés. Estas comunicaciones en inglés pueden incluir, entre otras, solicitudes, acuerdos de cuenta, estados de cuenta y divulgaciones, avisos relacionados con cambios en los términos o cargos, y comunicaciones relacionadas con la administración de cuentas. Como cortesía hacia nuestros clientes, a veces nos comunicamos en otros idiomas que no sean el inglés. Si necesita asistencia en otro idioma que no sea inglés, comuníquese con nosotros, ya que contamos con servicios lingüísticos que pueden ayudar. Sin embargo, no podemos garantizar que el servicio al cliente u otras comunicaciones del banco estarán disponibles en otro idioma que no sea inglés, y muchos documentos bancarios importantes están disponibles solo en inglés.
**Indonesian**


**Korean**

저희 은행을 이용해 주셔서 감사합니다. TD Bank에서 제공하는 구두 및 서면 소통은 보통 영어로 진행됩니다. 가령, 신청서, 계좌 개설 계약서, 서약서 및 공개, 약관 또는 수수료 변경 안내서, 계좌 서비스 관련 안내문 등은 영어로 제공됩니다. 고객의 편의를 위해 경우에 따라 영어 외 다른 언어로도 소통하고 있으며, 영어 이외의 언어로 도움이 필요한 경우 저희에게 연락해 주시면 필요한 언어 서비스를 제공할 수 있도록 하겠습니다. 단, 고객 서비스나 다른 은행과의 소통 시 영어 외 다른 모든 언어로 항상 소통이 가능하지 않을 수 있으며, 많은 중요한 은행 서비스는 영어로만 제공됩니다.

**Russian**

Благодарим Вас за сотрудничество с нами. Обращаем Ваше внимание на то, что устные и письменные сообщения от TD Bank обычно будут на английском языке. Эти сообщения на английском языке могут включать, помимо прочего, следующее: заявки, соглашения о счетах, финансовую отчетность и раскрытие информации, уведомления об изменениях в условиях или платежах, а также сообщения, связанные с обслуживанием счета. В знак уважения к нашим клиентам мы иногда ведем переписку не на английском языке. Если Вам нужна помощь на другом языке (не на английском), пожалуйста, свяжитесь с нами, поскольку у нас есть отдел лингвистических услуг, который может помочь. Тем не менее, мы не можем гарантировать, что клиентская служба или другие банковские сообщения будут доступны на каком-либо языке, кроме английского, и многие важные банковские документы доступны только на английском языке.

**Vietnamese**

Cảm ơn quý khách đã sử dụng dịch vụ ngân hàng của chúng tôi. Xin lưu ý rằng thông tin liên lạc bằng lối và bằng văn bản từ Ngân hàng TD theo cách thông thường sẽ bằng tiếng Anh. Những thông tin liên lạc bằng tiếng Anh này có thể bao gồm, nhưng không giới hạn ở, các đơn đăng kí, thỏa thuận tài khoản, sao kê và tiết kiệm, thông báo liên quan đến những thay đổi với các điều khoản hoặc phí và thông tin liên quan đến dịch vụ tài khoản. Như một phần của trách nhiệm, chúng tôi sẽ không dịch cho quý khách, và khi chúng tôi giao tiếp bằng các ngôn ngữ khác ngoài tiếng Anh. Nếu quý khách cần hỗ trợ bằng ngôn ngữ khác ngoài tiếng Anh, vui lòng liên hệ với chúng tôi, vì chúng tôi có các dịch vụ ngôn ngữ có thể hỗ trợ giúp quý khách. Tuy nhiên, chúng tôi không thể đảm bảo rằng dịch vụ khách hàng hoặc thông tin liên lạc của Ngân hàng sẽ được cung cấp bằng bất kỳ ngôn ngữ nào khác ngoài tiếng Anh và nhiều tài liệu ngân hàng quan trọng chỉ có bằng tiếng Anh.