



## Credit Card Agreement

**1. INTRODUCTION.** Your TD Bank Clear Platinum Visa® Credit Card with \$1,000 Credit Limit account (“*Account*”) is subject to this TD Clear (\$1,000 Credit Limit) Credit Card Agreement, including the Fee Schedule we send with your credit card(s) (“*Card*”) when we open an Account for you. This TD Clear (\$1,000 Credit Limit) Credit Card Agreement and Fee Schedule and the application or solicitation you submitted for this Account are all a part of and collectively referred to as the “*Agreement*.” Please read and keep this Agreement for your records.

*You, your and yours* mean each 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. *Authorized User* means any other person to whom you give permission to use your Account.

**A. Account Use and Acceptance.** By accepting your Card and using or maintaining your Account, or letting someone else use your Card or your Account, you agree to all of the terms of this Agreement. You acknowledge that you received a copy of this Agreement. Your signature on your application or solicitation for this Account, including without limitation any electronic signature or oral acceptance of a telephone offer, your Card or any Account-related document represents your signature on this Agreement.

**You agree that you and each Authorized User will not use your Card or Account for any fraudulent or illegal purposes. Such transactions include, but are not limited to, illegal gambling transactions. We reserve the right to block all such transactions. If any such charge or transaction is approved and processed, you will still be liable for the charge.**

**B. Promise to Pay.** You promise to pay us for all purchases, balance transfers and cash advances resulting from the use of your Card or Account, plus all other amounts owed under this Agreement (including without limitation the Monthly Membership Fee and 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. To the extent any court determines that this Agreement is subject to Maryland law concerning credit, you and TD Bank agree that your Account is governed by Title 12, Subtitle 9 of the Commercial Law Article of the Annotated Code of Maryland, except as preempted by federal law.

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

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

**1. General.** Your credit limit is shown in the materials we send with your Card when we open an Account for you and on each Statement. You also may telephone 1-888-561-8861 for your credit limit. You agree to not go over your credit limit. We may permit you to go over your credit limit, but we are not required to do so. If your Account goes over your credit limit, you agree to pay the overlimit amount when it is billed or sooner upon our request.

**2. Limit for 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 your Account.

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

**1. Purchases.** You may use your Card to pay for the purchase or lease of goods or services wherever your Card is honored. If you use your 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.

**2. Cash Advances.** You may use your Card or Account to obtain cash advances wherever they are honored for cash advances.

a. Cash Advances obtained from a financial institution, an automated teller machine, or any other party that agrees to honor your Card or Account for cash advance purposes, and all convenience checks posted to your account are considered Cash Advances. For example, your Card may be used to obtain cash advances at ATMs displaying the VISA logo and from participating financial institutions honoring VISA credit cards. Transactions to obtain the following goods and services will also be treated as a Cash Advance: travelers checks, foreign currency, money orders, wire transfers, cryptocurrency, debt repayments, lottery tickets, casino gaming chips, race track wagers, legal online wagers, or similar betting transactions, and any other similar cash-like transactions.

b. You may be required to sign a special form and/or provide your personal identification number (PIN) when making a Cash Advance. Please 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

Account number. Do not write your PIN on your Card and do not keep your PIN with or near your Card or any Access Device.

**3. Balance Transfers.** We may allow you to transfer balances from other credit card accounts with third parties (but not us or our affiliates) to your Account. We may limit the number and types of credit card accounts from which we will allow you to transfer balances and the times, amounts, manner and circumstances in which Balance Transfers may be requested.

**4. Access Devices.** We may from time to time issue additional Account access devices ("Access Devices"). Access Devices may include, for example, special checks you may use to obtain cash advances or oral offers or written forms by which you may request balance transfers. Each Access Device must be in the form we issue and must be used according to the instructions we give you. We may refuse to process Access Devices received after any applicable expiration date. We will not return paid Access Devices to you. Access Devices may not be used to pay any amount owed to us or our affiliates. We will not certify any Access Device. You may not post-date any Access Device. We may refuse to process a post-dated Access Device or process it before the date on the Access Device.

**5. Foreign Transactions.** A foreign transaction is a purchase or cash advance that is (1) made in a foreign currency, or (2) made in U.S. dollars if the transaction is processed or made outside of the United States. If you use your Account to make a purchase or cash advance in a foreign currency, the transaction will be converted to U.S. Dollars based on a rate selected by VISA U.S.A. Inc. (or any of its affiliates) from the range of rates available in wholesale currency markets for the applicable Transaction (which rate may vary from the rate VISA U.S.A. Inc. itself receives), or the rate mandated by a government or governing body in effect for the applicable Transaction. The currency conversion rate used by VISA U.S.A. Inc. (or any of its affiliates) on the currency conversion date may differ from the exchange rate in effect on the day you made the transaction or on the day the transaction is posted to your Account. Additionally, a foreign transaction includes, for example, a transaction that is made in the United States online but with a merchant who processes the transaction in a foreign country. A transaction that is made in the United States with a merchant located in the United States may also be considered a foreign transaction under applicable Visa U.S.A. Inc. rules. We do not control how these merchants and transactions are classified for the purposes of foreign transactions.

**C. Stop Payment.** If you want us to stop payment on an Access Device, notify us by calling Customer Service immediately at 1-888-561-8861. Call us with your stop payment request as soon as possible after you have submitted the Access Device and give us information about the Access Device to help us identify it.

If you ask us to stop payment, we will make reasonable efforts not to pay that Access Device. However, if we pay that Access Device despite these efforts, we will not be liable to you for paying that Access Device. We may not be able to stop payment if you call us after we have started processing the Access Device.

**D. Refusal to Honor Your Card or Access Device.** A merchant, business or financial institution may refuse to honor your Card or Access Device. You and each Authorized User agree that you have no legal claims or damages against us or anyone else if your use of your Account is denied by any merchant, business or financial institution.

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

**1. General.** At the end of each monthly billing cycle ("*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. The Statement will show your Monthly Membership Fee amount, any charges you owe, the minimum payment due, the payment due date, your credit limit, an itemized list of charges, payments and credits posted to your Account during the Billing Cycle and other important information. We will mail or deliver the Statement to the address we have on file for your Account.

**2. Change of Address.** You must notify us promptly of any change in your address by calling Customer Service at 1-888-561-8861. We may accept mailing address corrections from the United States Postal Service. You may also update your address online via tdbank.com. 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 (which may be a correction from the United States Postal Service).

**F. Credit Balance.** We will make a good faith effort to return to you any credit balance that has been on your Account longer than six consecutive Billing Cycles (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 calling Customer Service at 1-888-561-8861. We may reduce the amount of any credit balance on your Account by applying the credit balance towards new charges (including the Monthly Membership Fee) posted to your Account. We do not pay any interest on credit balances.

**G. Payments.** You may at any time pay off the full unpaid balance or part of the unpaid balance under this Agreement.

**1. Minimum Payment.** If you have an outstanding balance, we must receive your minimum payment as set forth in section 2 "Making Payments" below. The minimum payment will be:

- (i) \$35; plus
- (ii) The amount of your Monthly Membership Fee; plus

(iii) Any overlimit amounts and any past due minimum payment amounts.

If your New Balance is less than your minimum payment, 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. A prepayment in one Billing Cycle will not excuse you from paying the minimum payment due in the next Billing Cycle.

**2. Making Payments.** Payments may be made by mail, online, at a TD Bank store or over the phone. All payments must be in U.S. Dollars and, if applicable, drawn on a U.S. bank. *Business Day* is defined as Monday through Friday, excluding federal holidays.

**a. By Mail.** Send a check or money order to the payment address shown on your Statement with the payment stub from your Statement. Do not mail any cash payments. A properly addressed payment with the payment stub will be credited to your Account as of the date received if we receive it by 5 p.m. Eastern Time on a Business Day. A properly addressed payment with the payment stub received after 5 p.m. Eastern Time or on a day that is not a Business Day will be credited to your Account as of the next Business Day. You agree to not give us any post-dated check as payment on your 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.

**b. Online.** You may pay online by logging in to our website. A payment made online will be credited to your Account as of the date the payment is received. Online payments may not post to your online account until the next Business Day, but you will receive credit for the payment based on the payment submission date.

**c. At TD Bank Stores.** You may make a payment in person to one of our employees at a TD Bank store. A payment made at a TD Bank store will be credited to your Account as of the date received if we receive it by the close of business for that location.

**d. By Phone.** You may pay by phone by calling 1-888-561-8861. A payment made by phone will be credited to your Account as of the date received if we receive it by 5 p.m. Eastern Time on a Business Day. Phone payments received after 5 p.m. Eastern Time or on a day that is not a Business Day will be credited to your Account as of the next Business Day. From time to time, we may allow you to expedite a single payment to your Account from a designated bank account of yours by telephone.

**e. Delay in Crediting and Available Credit.** We may reject or delay crediting payments that do not follow the instructions above. For example, there may be a delay of up to five days in crediting a payment by mail 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. Your available credit limit(s) may not reflect the payment for up to 15 days after we have credited a payment to your Account.

**3. Application of Payments.** We will generally apply any payments we receive to your outstanding Account balance, in any manner that we deem appropriate. This means, for example, that we may apply your payment first to the Monthly Membership Fee, then overdue amounts, and then current transactions.

**4. Payments Marked "Paid in Full".** Any check, money order or other instrument sent in payment on your Account marked with "paid in full" or similar notation to settle a debt on your Account that is reasonably in dispute (and any accompanying letter or other instructions) must be sent to: TD Bank, P.O. Box 100290, Columbia, SC 29202-3290, Attention: Customer Service. If such payment is sent 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 your Account does not mean that we have agreed to any special notations or instructions on or with the payment.

**5. Automatic Payments.** We may allow you to repay amounts owed under this Agreement through automatic payments from a savings or checking account. We may terminate our permission to make automatic payments at any time. If we 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 still must pay the minimum payment.

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, notify us by calling Customer Service at 1-888-561-8861. To stop the payment, your telephone call must reach us three Business Days before the automatic payment is scheduled to occur.

**6. 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, 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 you have questions about electronic check conversion, you may telephone us at 1-888-561-8861.

#### **H. Additional Cards and Authorized Users.**

**1. Additional Cards.** You may request additional Cards and permit Authorized Users to have access to your Card or Account. You will be liable for all Account transactions made by those Authorized Users. We may limit the total number of Cards and other Access Devices issued.

**2. Revoking Authorized User's Authority.** To revoke your permission for any person you previously authorized to use your Card or Account, notify us by calling Customer Service at 1-888-561-8861. We reserve the right not to discontinue any Authorized User's ability to use your Account until we have received the Authorized User's Card and any unused Access Devices in the possession or control of the Authorized User (cut, torn, or otherwise deliberately damaged to prevent unauthorized use by third parties). You will remain responsible for all Account transactions by Authorized Users until we discontinue the Authorized User's authority to use your Account.

If you ask us to revoke an Authorized User's ability to use your Account, you agree that we will close the affected card(s) only to new transactions. Your Account number will not change. If we do this, you must notify anyone you have authorized to submit and post charges to your Account using the affected card.

**I. Lost or Stolen Cards, Account Numbers or Access Devices.** If any Card, Account number or Access Device 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. You agree that we may close your Account to new transactions, change your Account number(s) and issue you a new Card(s) and new Access Devices with different Account number(s) if we have been notified of the possible loss, theft or unauthorized use. If we do this, you must notify anyone you have authorized to submit and post charges to your Account of your new Account number(s). Do not use your Card, Account number or Access Device after you notify us, even if your Card or other 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 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 your Account that occurs after you notify us of the loss, theft or possible unauthorized use of your Card, Account number or 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.**

**5. FEES.** You agree to pay the fees described below whenever applicable.

**A. Monthly Membership Fee.** Your account has a Monthly Membership Fee that will be billed to your account each month as a charge, whether or not you use your account, and applied against your available credit like other charges. The Monthly Membership Fee amount is listed in the Fee Schedule. Your payment of the Monthly Membership Fee does not affect our right to close your Account or limit your right to make transactions on your Account.

#### **6. DEFAULT**

**A. Events of Default.** Subject to restrictions of applicable law, 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 any payment required by this Agreement when such payment is due.
- You exceed any credit limit.
- You are unwilling or unable to pay what you owe under this Agreement, for any reason.
- You die, 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 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 or any other account or loan you have with us or our affiliates.

- 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 suspend your ability to make new purchases or other transactions with your Account, close your Account, require you to pay the unpaid balance in full or take any other action permitted by applicable law.

**C. Collection Costs.** If we refer any past due amounts you owe under this Agreement to a collection agency or lawyer for collection, 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.

## **7. CLOSING YOUR ACCOUNT**

**A. We May Close Your Account.** Except where prohibited by applicable law, we may close your Account to new transactions at any time, for any reason including Account inactivity and/or lack of credit card usage for an extended period of time, and without prior notice.

**B. You May Ask Us to Close Your Account.** You may ask us to close your Account to new transactions at any time by calling Customer Service at 1-888-561-8861.

**C. After Your Account is Closed.** After your Account is closed, you still must pay us any unpaid amounts under this Agreement. We will not be liable to you for any consequences resulting from closing your Account. You agree to cut, tear or otherwise deliberately damage all Cards and unused Access Devices in your or any Authorized User's possession or control to prevent unauthorized use by third parties.

**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, or increasing your required minimum payment. We may 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). Any changes we make to this Agreement may apply to new transactions and/or then-existing balances as described in any notice we are required to provide to you. We will notify you of changes to this Agreement as required by applicable law. We will mail any required written notice to the address we have on file for your Account.

## **9. INFORMATION SHARING**

**A. Credit Information.** We may review your credit history by obtaining information from consumer reporting agencies and others. We may report information about your Account to credit bureaus. Late payments, missed payments or other defaults on your Account may be reflected in your credit report. We may report Account information on Authorized Users.

**B. 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: TD Bank, Credit Disputes (Attn: US Bank Card), PO Box 71466, Philadelphia, PA 19176-1466. With your letter, please provide us with:

- 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 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 may be unable to investigate your dispute. We will notify you of the results of our investigation within 30 days of receiving your dispute. A delay may be experienced if the dispute is not mailed to the address above. 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 five Business Days.

**C. Telephone Monitoring and Recording.** You consent to and authorize us and any of our 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.

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

**E. 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® Card may be eligible for certain benefits or services through VISA U.S.A. Inc. (or its affiliates). 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 another person 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 may not assign or transfer your Account or any of your responsibilities under this Agreement to any other person.

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

**F. Severability.** If any part of this Agreement is held to be invalid, the rest will remain in effect.

**G. Delay in Enforcement/No Waiver.** 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.

**H. Entire Agreement.** The Agreement is the entire agreement between you and us relating to your Account. The Agreement replaces any other agreement relating to your Account that you and we made earlier or at the same time. In the event of a conflict between this TD Clear Credit Card (\$1,000 Credit Limit) Agreement and any other document (including the other documents that are collectively called the Agreement), this TD Clear Credit Card (\$1,000 Credit Limit) Agreement will control unless otherwise expressly provided in the other document.

**NJ RESIDENTS:** Because certain provisions of this Agreement are subject to applicable laws, they may be void, unenforceable or inapplicable in some jurisdictions. None of these provisions, however, is void, unenforceable or inapplicable in New Jersey.

**Cardholder:** Your name, address and signature (including any electronic or digital signature) and the date on any application or solicitation or on any sales slip or other evidence of indebtedness on your Account represents your name, address and signature and the date on this Agreement.

### *Your Billing Rights: Keep This Document For Future Use*

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

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

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

TD Bank  
P.O. Box 873  
Mt. Laurel, NJ 08054-0873

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 problem:** If you think there is an error on your bill, 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 bill.
- 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 to you why we believe the bill is 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 bill.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance, including any Monthly Membership Fee.
- 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.
- *If we do not believe there was a mistake:* You will have to pay the amount in question. 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 bill 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 do not follow all of the rules above, you do not have to pay the first \$50.00 of the amount you question even if your bill is 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 873  
Mt. Laurel, NJ 08054-0873

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.

**Active Duty Service Members and Dependents:** The following important notice applies if you are an active duty service member or a dependent of one at the time you request an Account. Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: the costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account). If you would like more information regarding your account, please call us at 1-877-488-3712.

## Fee Schedule

**The Fee Schedule is incorporated into and made a part of your TD Clear (\$1,000 Credit Limit) Credit Card Agreement. Please read and keep this Schedule with your Agreement for your records.**

Fees	
<b>Monthly Membership Fee:</b>	\$10 per month ( <b>\$120</b> annualized)
<b>Transaction Fees:</b>	
• Balance Transfers	<b>\$0</b>
• Cash Advances	<b>\$0</b>
• Foreign Transactions	<b>\$0</b>
<b>Penalty Fees:</b>	
• Late Payment	<b>\$0</b>
• Returned Payment	<b>\$0</b>
<b>For Credit Card Tips from the Consumer Financial Protection Bureau:</b>	<b>To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a>.</b>

**How We Will Calculate Your Balance:** To calculate your account balance, we add the transactions on your account in the billing cycle to any outstanding balance from the previous billing cycle, add the Monthly Membership Fee for the billing cycle, and subtract any payments and credits received during the billing cycle. See the "Payments" section of your account agreement for more details.

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