



## TD FlexPay Credit Card

### Important Credit Card Terms and Conditions

Rates, fees, and other important costs of the TD Bank FlexPay Platinum Visa® Credit Card are disclosed below. Additional fees and account terms are described in the TD FlexPay Credit Card Agreement that will be enclosed with the card if a card is issued. The terms disclosed below and in the TD FlexPay Credit Card Agreement (together, the "Agreement") 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 FlexPay Credit Card you may receive a credit card account ("Account") with a minimum credit line of \$500.

The information about the costs of the card described below is accurate as of May 9, 2023. This information may change after that date. To find out what may have changed, please call us at 1-888-561-8861.

Interest Rates and Interest Charges	
<b>Annual Percentage Rate (APR) for Purchases:</b>	<b>18.74%, 20.74%, 23.74%, 26.74% or 28.74%</b> based on your creditworthiness. All APRs will vary with the market based on the Prime Rate.
<b>APR for Balance Transfers:</b>	<b>0%</b> Introductory APR for the first 18 billing cycles after Account opening. After that, your APR will be <b>18.74%, 20.74%, 23.74%, 26.74% or 28.74%</b> based on your creditworthiness. All APRs will vary with the market based on the Prime Rate.
<b>APR for Cash Advances:</b>	<b>29.99%</b> This APR will vary with the market based on the Prime Rate.
<b>How to Avoid Paying Interest on Purchases:</b>	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month.
<b>Minimum Interest Charge:</b>	If you are charged interest, the charge will be no less than \$1.00.
<b>For Credit Card Tips from the Consumer Financial Protection Bureau:</b>	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> .
Fees	
<b>Annual Fee:</b>	<b>None</b>
<b>Transaction Fees:</b> • Balance Transfers  • Cash Advances • Foreign Transactions	Intro fee of either <b>\$5</b> or <b>3%</b> of the amount of each transfer, whichever is greater, on transfers made within the first 18 billing cycles after Account opening referenced in the offer above. After that: Either <b>\$5</b> or <b>5%</b> of the amount of each transfer, whichever is greater.  Either <b>\$10</b> or <b>5%</b> of the amount of each cash advance, whichever is greater. <b>3%</b> of each transaction in U.S. dollars
<b>Penalty Fees:</b> • Late Payment • Returned Payment	Up to <b>\$40</b> , first late payment fee refunded every 12 billing cycles. Up to <b>\$40</b>

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

**Procedures for Opening a New Account (USA Patriot Act):** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means to you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

**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, 10.74%, 12.74%, 15.74%, 18.74% or 20.74% 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 March 23, 2023, the Prime Rate was 8.00%.

**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 we obtained a report about you.

**Late Payment Fee Refund:** Your Account includes a one-time late payment fee refund every twelve billing cycles. If you incur a late payment fee based on the terms of your Credit Card Agreement, the first late payment fee will be automatically credited to your account. If you have not had a late payment fee forgiven in the last twelve billing cycles, you may qualify for another late payment fee forgiveness. However, late payments may still reflect on your credit report.

**Skip a Payment Feature:** Your Account includes a Skip a Payment feature, you can use that feature to select when you want to skip your obligation to make a payment (including any Minimum Payment due) for a future Billing Cycle ("Skipped Payment Period"). For clarity, you cannot skip your current Minimum Payment due. This means you do not have to make any payment for the Skipped

Payment Period and you will not be assessed a Late Payment Fee. **However, Interest Charges will continue to accrue on the unpaid balance of your Account during the Skipped Payment Period (other than balances not subject to interest during the Skipped Payment Period, as described in the Credit Card Agreement for your Account).** At the end of the Skipped Payment Period, your obligation to make the Minimum Payment due for the next Billing Cycle will resume. All other terms of your Account apply during the Skipped Payment Period, including when interest charges begin and any terms applicable to special introductory or promotional offers. Please note that while the Skip a Payment feature will allow you to avoid making a payment during the Skipped Payment Period, your next Minimum Payment due may be higher than expected since you did not pay down your outstanding balance, or the Interest Charges that accrued, during the Skipped Payment Period. It may also take you longer to pay down your outstanding balance. The Skip a Payment feature is not available during the first six months from when you opened your Account, and you may only use the Skip a Payment feature once every twelve (12) Billing Cycles. You will also not be able to use the Skip a Payment feature if your Account is delinquent or in default for any other reason.

**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 calls. 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](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 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 your account to consumer reporting agencies and others who may properly receive that information. If you ask, you will be informed whether or not a consumer report was requested, and if a report was requested, you will be informed upon request of the name and address of the consumer reporting agency that furnished the report. When you submit a credit application to us, you are certifying that you have not concealed essential information for determining your identity and creditworthiness, and that no misrepresentations have been made on the application. If approved, you agree to abide by the terms and conditions applicable to the account. New York Residents may contact the New York State Department of Financial Services by telephone or visit its website for free information on comparative credit card rates, fees and grace periods. New York State Department of Financial Services: 1-800-342-3736 or <http://www.dfs.ny.gov>.

**Notice to Rhode Island and Vermont Residents:** A consumer credit report may be ordered in connection with this application, or subsequently for purposes of review or collection of the account, increasing the credit line on the account, or other legitimate purposes associated with the account. *If you are a Vermont resident, you consent to the obtaining of such reports by signing or otherwise submitting a credit application.*

**Notice to Married Wisconsin Residents:** No provision of any marital property agreement, unilateral statement under Section 766.59 of the Wisconsin statutes or court decree under Section 766.70, adversely affects the interest of the creditor, TD Bank, unless TD Bank, prior to the time of the credit is granted, is furnished a copy of the Agreement, Statement or Decree, or has actual knowledge of the adverse provision when the obligation to the creditor is incurred. **IF I AM A MARRIED RESIDENT, CREDIT EXTENDED UNDER THIS ACCOUNT WILL BE INCURRED IN THE INTEREST OF MY MARRIAGE OR FAMILY.** Married applicants must provide their Social Security number and address and their spouse's name and address to TD Credit Card Department, PO Box 100207, Columbia, SC 29202-3207.