

**TD Canada Trust**

**TD Business Travel *Visa*\***

# Cardholder Agreement



The  
**TD Business Travel Visa**  
Cardholder Agreement

*This document contains important and  
useful information about your  
TD Business Travel Visa Card.*

*Please keep this document in a secure  
place for future reference.*

*A copy of this document is also available  
online at [tdcanadatrust.com](http://tdcanadatrust.com)  
for future reference.*

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This Cardholder Agreement is between you and The Toronto-Dominion Bank. The Toronto-Dominion Bank is referred to as **Bank, we, us** and **our**. It applies to the Card and the Account.

The individual whose name is on the Card provided with this Agreement is referred to as the **Cardholder**. The **Business Borrower** is the corporation, partnership or sole proprietor that requested the Card and the Account as indicated in our records.

The **Individual Borrower(s)** are the individual(s) who requested the Card and the Account as indicated in our records. The Cardholder may also be an Individual Borrower. An **Additional Card** is an additional Card that we may issue in respect of the Account or associated with the Account at the authorization of the Business Borrower or an Individual Borrower. The individual whose name is on the Additional Card is referred to as the **Additional Cardholder**. Each person who applied for a Card, whose name is on the Account in our records, the Cardholder, the Business Borrower and the Individual Borrower(s) are referred to as **you, your** and **yours**.

When you sign, activate or use the Card or the Account, it means that you have received and read both this Cardholder Agreement and the **Disclosure Statement** that together form the Agreement between you and the Bank.

We may send you changes or replacements for this Agreement from time to time. This Agreement replaces any previous Agreement between you and the Bank.

## 1. DEFINITIONS

What these **key words** mean in this Agreement:

**Account** means the credit card account we open and maintain for the Card.

**Agreement** means this Cardholder Agreement, the Disclosure Statement for the Account, and the TD Rewards Program Terms and Conditions.

**Available Credit** means the amount of credit that is available to you at any time on the Account. It is the positive difference between the Credit Limit and the Balance that is owed on the Account.

**Balance** means the total amount of all Transactions, fees, interest and other amounts charged to the Account under this Agreement, less any payments or other credits posted to your Account.

**Balance Transfer** means a Transaction where you request us to transfer any balance that is owed on another credit card account to the Account. The other credit card account cannot be an account with the Bank. A Balance Transfer is treated as a Cash Advance. We may offer you a promotional interest rate on a Balance Transfer, but if we do not, then the annual interest rate that applies on the Account for Cash Advances applies to that Balance Transfer. If you accept a promotional offer on a Balance Transfer, this Agreement will continue to apply to that Balance Transfer and any additional terms we set out in the promotional offer will also apply to that Balance Transfer.

**Card** means the credit card for the Account that we issue to you or any renewal or replacement of that credit card.

**Cash Advance** means a Transaction where you withdraw cash from the Account including through:

- any device such as an automated teller machine ("ATM"), phone, online or mobile device;
- our branches and at other financial institutions;
- a Balance Transfer;
- a TD *Visa* Cheque; or
- a Cash-Like Transaction.

**Cash-Like Transaction** means a Transaction to purchase items that are similar to and can be converted into cash. Cash-Like Transactions include casino gaming chips, money orders, wire transfers, travellers cheques and gaming transactions (including betting, off-track betting and race track wagers).

**Disclosure Statement** means the document that we provide to you with the Card that discloses information about the Card and the Account, additional to what is in the Cardholder Agreement, including interest rates and fees.

**Payment Due Date** means the date on which your payment is due as shown on the statement for the Account.

**Purchase** means any Transaction other than a Cash Advance.

**TD Visa Cheque** means a credit card cheque we may issue to you, that you can use to: (i) pay for goods and services with your Card; or (ii) transfer any balance on another credit card account to this Account. The other credit card cannot be an account you have with the Bank. We may offer you a promotional interest rate on your TD Visa Cheque, but if we do not, then the annual interest rate that applies on the Account for Cash Advances applies to your TD Visa Cheque. If you accept a promotional offer on a TD Visa Cheque, this Agreement will continue to apply to that TD Visa Cheque and any additional terms we set out in the promotional offer will also apply to that TD Visa Cheque.

**Transaction** means any use of a Card or the Account to purchase goods or services or make any other charges to the Account including a Purchase or Cash Advance.

## 2. USING THE ACCOUNT

You may use the Account for:

- Purchases;
- Cash Advances;
- Access to your other accounts at the Bank or our affiliates; and
- Any other purpose that we agree to.

You are responsible for and must pay us the Balance on the Account. If you want another Cardholder or any other person to repay you for any amount paid or owing on the Account, it is your responsibility, not the Bank's, to make the appropriate arrangements with that Cardholder or other person.

You must not allow any person other than a Cardholder to use the Account. If a Cardholder lets someone else use the Account or a Card, you are still responsible for any use of the Account or a Card, even if a Cardholder wanted to limit that use.

Although the Account is intended to be used by the Cardholder, if the Business Borrower or an Individual Borrower uses the Account, you will all be liable for each use of the Account.

**Authority:** We can let any Cardholder give us instructions for the Account without the approval of or notice to the other Cardholders. In some cases, we may only accept instructions from the Business Borrower or an Individual Borrower. The Business Borrower, an Individual Borrower, or if we permit, a Cardholder can request us to issue a Card to any person without notice to any other person. We may limit the number of Cards issued on the Account.

When you pay for goods and services using your Card number without using your Card or entering your PIN (for example by mail, telephone, Internet, mobile or any other electronic method), we will treat that use the same as if you had shown your Card.

You may not use the Card before the *valid from* date or after the expiry date shown on the Card. However, if any amounts are charged to the Account before the *valid from* date or after the expiry date, you are responsible for, and must pay us those amounts.

We can stop providing TD *Visa* Cheques at any time. We can also refuse to process any TD *Visa* Cheque. We do not allow stop payments on TD *Visa* Cheques.

If you use the Card outside of Canada to withdraw cash from the Bank or with our affiliates, the withdrawal may be treated as a Cash Advance from the Account, rather than a cash withdrawal from your other account because of certain limitations in some countries.

You agree not to use the Card or the Account for anything illegal or fraudulent.

We may block use of the Card or the Account without telling you in advance if we suspect illegal, unauthorized or fraudulent use of the Account. This includes transactions relating to Internet gambling or where we have any other reasonable grounds to do so.

You agree you will use the Card or the Account for business purposes and not for personal, family or household purposes.

You should be aware that under U.S. Office of Foreign Asset Control (“OFAC”) regulations, customers who are U.S. Citizens are subject to regulations that limit the use of their Cards in certain jurisdictions sanctioned by OFAC, and that similar regulations may exist in other jurisdictions that apply to their citizens.

### 3. UNAUTHORIZED TRANSACTIONS

You are not responsible for unauthorized Transactions. A Transaction is considered an “unauthorized Transaction” if we complete an investigation and determine that:

- The Account was used by someone other than you;
- You did not receive any benefit from the Transaction;
- You co-operated fully with us in our investigation; and
- You followed your responsibilities under this Agreement, including in these sections:
  - i. **“Unauthorized Transactions”**;
  - ii. **“Using the Account”**;
  - iii. **“Electronic Services; Use and Protection of a Card, PIN or Password”**; and
  - iv. **“Lost or Stolen Cards”**.

You are also not responsible for any Transactions made on the Account that occur after you promptly tell us that a Card has been lost or stolen because we will also consider them unauthorized Transactions.

### 4. CREDIT LIMIT AND OVERLIMIT

We set the maximum amount that you can charge to the Account (the **“Credit Limit”**).

The initial Credit Limit is on the Disclosure Statement. We may also set one Credit Limit that applies both to the Account and to Additional Cards. We may change the Credit Limit at any time without telling you in advance.

We display the Available Credit on the statement. Your Available Credit may not be up to date at all times including if a payment or other Transaction has not yet been processed or posted to the Account. Some merchants may pre-authorize the amount or estimated amount of a Purchase and that will reduce the Available Credit. We can allow any Transaction or the Balance to exceed the Credit Limit without telling you first, but we are not required to do so even if we have done so before. If we allow any Transaction or the Balance to exceed the Credit Limit, you are responsible for and must pay the amount that exceeds the Credit Limit on or before the Payment Due Date.

The Account may be charged an overlimit fee, as shown on the Disclosure Statement. Only one overlimit fee is charged per statement period. You remain responsible for the Balance owing on the Account, whether or not it exceeds the Credit Limit.

## 5. MINIMUM PAYMENT

You must pay at least the Minimum Payment shown on your statement on or before each Payment Due Date. We calculate the minimum payment as described in the Disclosure Statement.

## 6. PAYMENT DUE DATE

The Payment Due Date is shown on your statement. It is always at least 21 days from your statement date. This time period may extend depending on your payment activity. For example, if we do not receive payment of the Balance shown on your statement on or before the Payment Due Date, the Payment Due Date on your next statement will be 25 days after your Statement Date. **Any interest still applies during this period.** When we receive payment in full of your Balance on or before the Payment Due Date, the number of days between the Statement Date and the Payment Due Date on your next statement will revert back to your standard Grace Period (the "Grace Period" is defined below). If the Payment Due Date falls on a Saturday, Sunday or holiday in Canada, we will extend the Payment Due Date to the following business day. **Any interest still applies during this period.**

## 7. GRACE PERIOD AND INTEREST

### Grace Period

The Grace Period starts on the day after your Statement Date and ends on your Payment Due Date ("Grace Period"). You have a Grace Period of at least 21 days to make your payment.

### Interest-Free Grace Period on New Purchases and Fees

We will not charge interest on new Purchases and fees that appear for the first time on your statement ("New Purchases") as long as we receive payment of the Balance shown on your statement on or before your Payment Due Date. If you pay an amount that is less than your Balance shown on your statement, then we will charge interest on those New Purchases starting from their transaction date until the amount of those New Purchases is paid in full.

This interest-free Grace Period does not apply to Cash Advances. We charge interest on Cash Advances as described in the "**Interest on Cash Advances including Balance Transfers, Cash-Like Transactions and TD Visa Cheques**" section.

### How We Calculate and Charge Interest

Interest is calculated at the applicable annual interest rate(s), as initially shown in the Disclosure Statement. If interest applies, we calculate interest as follows:

- add the amount you owe each day in each Transaction category (for example, the amount of Purchases or Cash Advances) and divide that total by the number of days in your statement period (usually 30 or 31). This is your average daily balance for the amount you owe in each Transaction category (the "**Average Daily Balance**").
- multiply the Average Daily Balance by the daily interest rate(s) that applies (the daily interest rate(s) is equal to the annual interest rate(s) divided by 365 (or 366 in a leap year)); then multiply the result by the number of days in your statement period.

The total is the amount of interest we charge on each statement on the last day of your statement period.



If different daily interest rate(s) apply to the Average Daily Balance, we use the different daily interest rate(s) in our calculation (for example, a promotional interest rate Balance Transfer will use a different daily interest rate than your regular Purchases).

If interest is charged, we charge it on any amount you owe from the transaction date until that amount has been paid in full.

We do not charge interest on interest.

**If we do not receive the Minimum Payment within 30 days from the Payment Due Date shown on your statement then:**

- a) The annual interest rate(s) that applies to the Account will go up 5%; and**
- b) You will lose the benefit of any lower rate promotional offer on the Account (including any offer made but not yet accepted by you).**

**The increased rate(s) will apply starting on the first day of your next statement period after the 30-day period from the missed payment. You will continue to pay these higher interest rate(s) until you have paid the Minimum Payment on or before the Payment Due Date shown on your statement for two consecutive statements and then, your regular annual interest rate(s) will apply starting on the first day of your next statement period after those two consecutive statements.**

### **Interest on Cash Advances including Balance Transfers, Cash-Like Transactions and TD Visa Cheques**

We always charge interest on Cash Advances from the transaction date of the Cash Advance until the amount of the Cash Advance is paid in full. When you transfer funds from the Account through a Balance Transfer, obtain a Cash-Like Transaction or use a TD Visa Cheque, we treat that Transaction as a Cash Advance. If you are uncertain whether a Transaction will be treated as a Cash Advance, please call us toll-free at 1-800-983-8472 or collect at (416) 307-7722.

## **8. FOREIGN CURRENCY TRANSACTIONS**

If you use the Account to make Purchases or obtain Cash Advances in U.S. Dollars, Euros, Great British Pounds, Australian Dollars, or Mexican Pesos, the foreign currency will be converted directly to Canadian Dollars before it is recorded in the Account. If you use the Account to make Purchases or obtain Cash Advances in any other foreign currency, the currency will be first converted to U.S. Dollars and then to Canadian Dollars before it is recorded in the Account. Credits to the Account involving a foreign currency will also be converted directly to Canadian Dollars, or first to U.S. Dollars and then to Canadian Dollars, depending on the foreign currency involved as set out above.

For debit Transactions, currency will be converted by applying a rate established by VISA plus a fixed percentage as shown in the Disclosure Statement. For credit Transactions, currency will be converted by applying a rate established by VISA minus a fixed percentage as shown in the Disclosure Statement. As a result, for credit Transactions made in respect of prior, related debit Transactions, the Canadian Dollar amount credited to the Account will in most cases be less than the Canadian Dollar amount that was originally debited to the Account. The rate that is used will be the rate on the date that a Transaction is recorded in the Account and may be different from the rate in effect on the date of the Transaction.

When we convert a Transaction, in some cases it will appear on your statement displaying only the first five decimal places after the decimal point, even though we used the more detailed calculation above.

## **9. STATEMENTS**

We will provide one of you with a monthly statement if there has been any activity on the Account during the last month or if you owe us or we owe you more than \$1.00 on the Account, except if, during any three-month period, there is an outstanding credit Balance on the Account that is less than \$10 and there has been no activity on the Account during that three-month period, then we may provide one of you with a monthly statement only at the end of that three-month period. Statements may not be given on the same date in each month and therefore the Payment Due Date on the statement may not always be the same.

You must immediately review each statement and tell us about any errors. We will investigate errors that you tell us about within 30 days of the statement date.

If you do not tell us about errors within 30 days of the statement date, we will consider the statement, every item on it and our records to be correct (except for any amount that has been credited to the Account in error). This means that you may not make any claim against us after that 30-day period.

## **10. HOW WE COMMUNICATE WITH YOU**

We will send statements and other communications by ordinary mail to any one of you at the address in our records. We may, but are not obligated to, send statements and other communications to more than one of you.

We may also send statements and other communications by another method, including electronically, if we agree to. Communication with one of you will be sufficient.

Each of you and all Cardholders agree that the statement, information on the statement and other communications or information about the Account may be shared with you or any Cardholders without notice to you or other Cardholders, if requested and if we agree, or are required to do so by law.

You must tell us immediately about any address change or other information to keep our records current. We are not responsible if you do not receive a statement or other communication if we send it to the address or other contact information we have in our records. For our mutual protection, we may record telephone calls that relate to the Account.

If there is fraud or potential fraud on the Account, we may send you communications by telephone, mail, email, SMS text message or any other electronic communication method.

## **11. LOST OR STOLEN CARDS**

You must tell us immediately by telephone or in writing if you know or suspect that a Card is lost or stolen, or if you know or suspect that your Card or the Account is being used without your authority. Our toll-free number is 1-800-983-8472, or call us collect at (416) 307-7722. Once you have told us that your Card or Account is lost, stolen or used without your authority, we will be able to prevent use of that Card and the Account number.

## **12. MAKING PAYMENTS**

We must receive payment on or before each Payment Due Date shown on the statement. Payments to the Account can be made at any time.

Payments made by mail or at the branch, ATM or online banking service of another financial institution may take several days to reach us. You are responsible to make sure that your payment is received by us on or before the Payment Due Date. If a payment is made during our normal business hours we treat it as made on the same day, otherwise we will treat the payment as received by us on the next business day.

### **13. HOW WE APPLY PAYMENTS**

We will apply payments on the Account first towards your Minimum Payment in the following order:

- first, to any interest that appears on your statement;
- second, to any fees that appear on your statement;
- third, to any Transactions that appear on your statement, including any amount that exceeds your Credit Limit or any past due amounts;
- fourth, to any fees and other Transactions that do not yet appear on your statement.

In any of the above categories 1 to 4, the amounts with the lowest interest rate(s) are paid first before those with higher interest rate(s).

If you pay more than your Minimum Payment, once we have applied the payment to the Minimum Payment, we will then apply any excess amount to the remaining Balance on your statement, as follows:

- i. All items that have the same interest rate(s) will be placed into the same category. For example, if your Balance is made up of Purchases and promotional Balance Transfers, then all items at your regular interest rate for Purchases are placed in one category and all promotional Balance Transfers are placed in a different category because of the different interest rates that apply to each of them.
- ii. We will then apply the excess payment to the different interest rate(s) categories in section i. above, in the percentage (%) the amount in each category represents to the remaining Balance. For example, if the amount of your Purchase category represents 70% of your remaining Balance and the amount of your promotional Balance Transfer category represents 30% of your remaining Balance, we apply 70% of your excess payment towards the amount of the Purchase category and 30% of your excess payment towards the amount of your promotional Balance Transfer category.

If you pay more than your Balance on your statement, we apply the excess amount of your payment to Transactions that have not yet appeared on your statement, in the same way as we have described above for payments to the remaining Balance.

We can apply late or partial payments that we receive without losing any rights we have under the Agreement or by law, to collect all amounts that are owed to us on the Account.

### **14. OUR RIGHTS IF YOU DO NOT FOLLOW THIS AGREEMENT**

If you do not make the minimum payment on or before the Payment Due Date on your statement, or otherwise do not follow this Agreement, or if anything occurs which causes us to believe that you will be unable to make a payment or otherwise not be able to follow this Agreement:

- a) we may require you to pay the entire Balance on the Account immediately, plus interest on that Balance at the annual interest rate(s) on the Account at that time;
- b) we may, without notice, deduct money from any other account that you have with us or any of our affiliates which would include any member of the TD Bank Group, and use it to pay the amount that is owing to us; and
- c) you must pay all our legal expenses on a solicitor and own client basis (including legal fees of our internal counsel) for attempting to collect what is owing to us).

## 15. PAYMENTS AND CREDITS

If we owe you any amount on the Account (a “**credit Balance**”) we will not pay you interest on that credit Balance. A credit Balance will not be insured as a deposit. A credit Balance on the Account will not increase your Available Credit or Credit Limit.

We are not responsible if you cannot access funds from the Account or a credit Balance. You must not deposit a cheque or other item to the Account to obtain a Cash Advance or otherwise use the Account if you have any reason to believe that the cheque or other item will not clear.

## 16. OWNERSHIP OF CARD

The Card is our property. We can cancel or take the Card back or require you to return the Card to us at any time.

## 17. RESPONSIBILITY FOR SERVICES

If you have any problems with Purchases on the Account, you must settle them directly with the merchant. You must still pay us the full amount of the Purchase, even if you have a dispute with the merchant.

If a merchant gives you a refund and we receive a credit voucher from the merchant, we will credit the Account with that refund. But, if interest is charged on a Transaction that you are disputing with the merchant, we will not refund the interest charged.

We do not treat credits from merchants as payments.

We are not responsible for benefits, services and coverages that other companies provide for the Account. You must pay us any amount charged to the Account for these benefits, services and coverages. These benefits, services and coverages have their own terms set by the companies providing them. You must settle any disputes directly with those companies.

If we credit the Account, you agree that your rights and claims are assigned to us and you will cooperate with us and sign any documents to evidence that assignment before we credit the Account. However, we do not have to credit the Account and if we do credit the Account, it does not mean we will credit the Account in the future.

## 18. ELECTRONIC SERVICES – USE AND PROTECTION OF A CARD, PIN OR PASSWORD

This section applies when you use a Card or the Account including if we allow you to access or use the Card or the Account with a personal identification code such as a Personal Identification Number (“PIN”) or Connect ID, password, pass code or identification code or other credentials (all together the “**Password**”), through a terminal, including one that accepts contactless payment cards, or other machine such as an ATM, telephone, the Internet, or other electronic service including a mobile device.

- a) For access to or use of the Account through EasyLine® telephone banking, EasyWeb® Online banking, mobile banking or to make electronic bill payments — the Bank’s Financial Services Terms apply if the Cardholder has signed a Financial Services Agreement, or the *Cardholder and Electronic Financial Services Agreement* applies if the Cardholder has not signed a Financial Services Agreement.
- b) Care and control of the Card, PIN and Password — You are responsible for the care and control of the Card, PIN and Password. You must maintain them safely at all times. This includes that you must:
  - keep possession of the Card;
  - keep your PIN and Password separate from the Card;
  - keep your PIN and Password strictly confidential;

- take all reasonable precautions to make sure that no one finds out your PIN or Password, including while you key in your PIN or Password at an ATM or other machine or mobile device;
  - avoid PIN or Password combinations that may be easily guessed by others, such as birthdays, phone numbers, age, social insurance number, etc.;
  - make sure that each PIN or Password is unique; and
  - contact us immediately if your Card is lost or stolen or your PIN or Password becomes known to any other person other than you.
- c) Your responsibility for use of the Card, PIN and Password — You are responsible for all authorized activity or other Transactions resulting from use of the Card or PIN or Password by any person, including any entry error or fraudulent or worthless deposit at an ATM or other machine or device. When you promptly tell us that your PIN, Password or Card is lost or stolen or may have become known to an unauthorized person, we will block the use of the Card, PIN or device, to prevent use of your Account number. See the “**Unauthorized Transactions**” section for your responsibility for unauthorized Transactions.
- d) Account activity — Our records are the final proof of use of a Card or the Account, including electronic services. They are evidence of your written request to perform a Transaction. Even if you are provided with a Transaction receipt or other confirmation, through an ATM or other machine or device, the following still applies to all Transactions or other activity on the Account:
- our acceptance, count and verification of Transactions or deposits is deemed correct and binding unless there is an obvious error; and
  - Transactions or other activity on the Account through an ATM or other machine or device may be credited or debited by us to the Account on a date determined by us. This date may be different than the date on which you used the ATM, or other machine or device.
- e) *Verified by Visa* — You must register for and use the *Verified by Visa*\* program to access or use the Account for Internet transactions with merchants participating in the *Verified by Visa* program. The *Verified by Visa* Cardholder Terms of Services applies when you access or use the Account for the *Verified by Visa* program.

## 19. LIMITS ON OUR DAMAGES

We are not responsible for any damages (including special, indirect or consequential damages) from:

- any failure, error, malfunction or inaccessibility of any Card, ATM, terminal or other machine or equipment including a mobile device, or
- if, for any reason your Card is not accepted, or you cannot use the Account for any reason, even if we knew that damage was likely or the damage was a result of our negligence or the negligence of our employees, agents or representatives.

## 20. PRE-AUTHORIZED PAYMENTS

You are responsible for all pre-authorized payments (“**PAPs**”) charged to the Account. This includes PAPs charged to the Account before the Agreement is cancelled or after the Agreement ends, or charges by any Additional Cardholder or those that are made after an Additional Card has been cancelled, unless the merchant receives a written request from you to cancel the PAP before the PAP is charged to the Account.

You must contact a merchant in writing if you want to cancel any PAP and then check the statement to confirm the PAP was cancelled. If the PAP was not cancelled, we may be able to assist you if you provide us with a copy of the written cancellation request you sent to the merchant. You must provide merchants with adequate, correct and

up-to-date information for any PAPs, including if your Card number or Card expiry date changes. However, if you have a PAP with a merchant and your Card number or Card expiry date changes, you agree that we may, but we are not required to, provide that merchant with your new Card number or Card expiry date including by using the updating service provided to us through your Card's payment card network. We are not responsible if any PAPs cannot be posted to the Account.

You must settle any dispute or liability you may have for the Transactions relating to those PAPs directly with the merchant involved.

## **21. CANCELLING ADDITIONAL CARDS**

We may cancel an Additional Card, or limit access to the Account by an Additional Card at any time without telling you in advance. The Business Borrower or Individual Borrower, or if we permit, the Additional Cardholder, may also cancel an Additional Card and confirm that the Additional Card is in the possession of the Business Borrower or Individual Borrower or has been destroyed. In either case, cancelling an Additional Card will not affect your obligation to pay us all amounts owing on the Account for Transactions by any Additional Cardholder even if you are unable to cancel, obtain or destroy that Additional Card.

## **22. CHANGES TO THIS AGREEMENT AND THE ACCOUNT**

We may make changes to this Agreement and the Certificates of Insurance (the "**Certificates**") that are included within your Benefit Coverages Guide at any time. We will tell you about a change in the statement or by other notice to you. We will provide advance notice of a change if required by law and for other changes, we will provide you with advance notice unless we are not able to do so. Your regular annual fee, annual interest rate(s), fees and other charges for the Account are shown on the initial Disclosure Statement. If we increase your annual fee, annual interest rate(s), fees or any other charges for the Account, we will provide you with advance notice of those changes.

If you sign, use or activate any Card or the Account, if your Account remains open, or if any Balance owing on the Account remains unpaid after the change is made, it will mean you have accepted any change to the Agreement.

Benefits, services and coverages for the Account may also change or end. We will provide you notice of a change in your statement or in some other way, after the change is made, unless we must provide advance notice by law.

## **23. TRANSFER OF RIGHTS**

We may transfer, sell or otherwise assign all of our rights under this Agreement. If we do so, we may disclose information about you and the Account to anyone to whom we assign our rights.

## **24. ENDING THIS AGREEMENT**

We may end this Agreement, close the Account or limit your right to access the Account at any time without telling you in advance. Any one of you may also end this Agreement by telling us in writing.

Even if this Agreement is cancelled, you are still responsible to pay all amounts owing on the Account.

When the Agreement ends, benefits, services and coverages will automatically end, or we can cancel or change them at our discretion.

## **25. LIABILITY**

**Each of you (the Cardholder, the Business Borrower and the Individual Borrower(s)) will be liable jointly and severally (individually and collectively) with each other for payment of all amounts owed to us under this Agreement. The Business Borrower and the Individual Borrower(s) will be liable jointly and severally (individually and collectively) with each**

**other for payment of all amounts owed to us under the agreements in respect of any Additional Cards.**

## **26. HEADINGS**

The headings to each section of this Agreement are added for convenience and do not change the meaning of any sections of this Agreement.

## **27. ENFORCEABILITY**

If it is found by a court that any portion of this Agreement is invalid or cannot be enforced, the remainder of the Agreement will remain valid.

## **28. WHAT LAW APPLIES**

The laws of the province or territory in Canada where you live or where you most recently lived and the laws of Canada apply to this Agreement. If you have not lived in Canada, the laws of the Province of Ontario and Canada apply to this Agreement.

## **29. LANGUAGE (FOR QUEBEC ONLY)**

It is the express wish of the parties that this Agreement and any directly or indirectly related documents be drawn up in English. Les parties ont exprimé la volonté expresse que cette convention et tous les documents s’y rattachant directement ou indirectement soient rédigés en anglais.

## **30. PRIVACY AGREEMENT**

In this **Privacy** Agreement, the words **“you”** and **“your”** mean any person, or that person’s authorized representative, who has requested from us, or offered to provide a guarantee for, any product, service or account offered by us in Canada. The words **“we”**, **“us”** and **“our”** mean TD Bank Group (**“TD”**). TD includes The Toronto-Dominion Bank and its world-wide affiliates, which provide deposit, investment, loan, securities, trust, insurance and other products or services. The word **“Information”** means personal, financial and other details about you that you provide to us and we obtain from others outside TD, including through the products and services you use.

You acknowledge, authorize and agree as follows:

**COLLECTING AND USING YOUR INFORMATION** — At the time you request to begin a relationship with us and during the course of our relationship, we may collect Information including:

- details about you and your background, including your name, address, contact information, date of birth, occupation and other identification
- records that reflect your dealings with and through us
- your preferences and activities

This Information may be collected from you and from sources within or outside TD, including from:

- government agencies and registries, law enforcement authorities and public records
- credit reporting agencies
- other financial or lending institutions
- organizations with whom you make arrangements, other service providers or agents, including payment card networks
- references or other information you have provided

- persons authorized to act on your behalf under a Power of Attorney or other legal authority
- your interactions with us, including in person, over the phone, at the ATM, on your mobile device or through email or the Internet
- records that reflect your dealings with and through us

You authorize the collection of Information from these sources and, if applicable, you authorize these sources to give us the Information.

We will limit the collection and use of Information to what we require in order to serve you as our customer and to administer our business, including to:

- verify your identity
- evaluate and process your application, accounts, transactions and reports
- provide you with ongoing service and information related to the products, accounts and services you hold with us
- analyze your needs and activities to help us serve you better and develop new products and services
- help protect you and us against fraud and error
- help manage and assess our risks, operations and relationship with you
- help us collect a debt or enforce an obligation owed to us by you
- comply with applicable laws and requirements of regulators, including self-regulatory organizations

**DISCLOSING YOUR INFORMATION** – We may disclose Information, including as follows:

- with your consent
- in response to a court order, search warrant or other demand or request, which we believe to be valid
- to meet requests for information from regulators, including self-regulatory organizations of which we are a member or participant, or to satisfy legal and regulatory requirements applicable to us
- to suppliers, agents and other organizations that perform services for you or for us, or on our behalf to payment card networks in order to operate or administer the payment card system that supports the products, services or accounts you have with us (including for any products or services provided or made available by the payment card network as part of your product, services or accounts with us), or for any contests or other promotions they may make available to you
- to any Authorized User or Additional Cardholder for whom you request a Card
- on the death of a joint account holder with right of survivorship, we may release any information regarding the joint account up to the date of death to the estate representative of the deceased, except in Quebec where the liquidator is entitled to all account information up to and after the date of death
- when we buy a business or sell all or part of our business or when considering those transactions
- to help us collect a debt or enforce an obligation owed to us by you
- where permitted by law

**SHARING INFORMATION WITHIN TD** – Within TD we may share Information world-wide, other than health-related Information, for the following purposes:

- to manage your total relationship within TD, including servicing your accounts and maintaining consistent Information about you



- to manage and assess our risks and operations, including to collect a debt owed to us by you
- to comply with legal or regulatory requirements

You may not withdraw your consent for these purposes.

Within TD we may also share Information world-wide, other than health-related Information, to allow other businesses within TD to tell you about products and services. In order to understand how we use your Information for marketing purposes and how you can withdraw your consent, refer to the “**Marketing Purposes**” section below.

## **ADDITIONAL COLLECTIONS, USES AND DISCLOSURES**

**Social Insurance Number (“SIN”)** – If requesting products, accounts or services that may generate interest or other investment income, we will ask for your SIN for revenue reporting purposes. This is required by the Income Tax Act (Canada). If we ask for your SIN for other products or services, it is your option to provide it. When you provide us with your SIN, we may also use it as an aid to identify you and to keep your Information separate from that of other customers with a similar name, including through the credit granting process. You may choose not to have us use your SIN as an aid to identify you with credit reporting agencies.

**Credit Reporting Agencies and Other Lenders – For a credit card, line of credit, loan, mortgage or other credit facility, merchant services, or a deposit account with overdraft protection, hold and/or withdrawal or transaction limits, we will exchange Information and reports about you with credit reporting agencies and other lenders at the time of and during the application process, and on an ongoing basis to review and verify your creditworthiness, establish credit and hold limits, help us collect a debt or enforce an obligation owed to us by you, and/or manage and assess our risks.** You may choose not to have us conduct a credit check in order to assess an application for credit. Once you have such a facility or product with us and for a reasonable period of time afterwards, we may from time to time disclose your Information to other lenders and credit reporting agencies requesting such Information, which helps establish your credit history and supports the credit granting and processing functions in general.

We may obtain Information and reports about you from Equifax Canada Inc., Trans Union of Canada, Inc. or any other credit reporting agency. You may access and rectify any of your personal information contained in their files by contacting them directly through their respective websites [www.consumer.equifax.ca](http://www.consumer.equifax.ca) and [www.transunion.ca](http://www.transunion.ca). Once you have applied for any credit product with us, you may not withdraw your consent to this exchange of Information.

**Fraud** – In order to prevent, detect or suppress financial abuse, fraud, criminal activity, protect our assets and interests, assist us with any internal or external investigation into potentially illegal or suspicious activity or manage, defend or settle any actual or potential loss in connection with the foregoing, we may collect from, use and disclose your Information to any person or organization, fraud prevention agency, regulatory or government body, the operator of any database or registry used to check information provided against existing information, or other insurance companies or financial or lending institutions. For these purposes, your Information may be pooled with data belonging to other individuals and subject to data analytics.

**Insurance** – This section applies if you are applying for, requesting prescreening for, modifying or making a claim under, or have included with your product, service or account, an insurance product that we insure, reinsure, administer or sell. We may collect, use, disclose and retain your Information, including health-related Information. We may collect this Information from you or any health-care professional, medically related facility, insurance company, government agency, organizations who manage public information data banks, or insurance information bureaus, including MIB Group, Inc. and the Insurance Bureau of Canada, with knowledge of your Information.

With regard to life and health insurance, we may also obtain a personal investigation report prepared in connection

with verifying and/or authenticating the information you provide in your application or as part of the claims process. With regard to home and auto insurance, we may also obtain Information about you from credit reporting agencies at the time of, and during the application process and on an ongoing basis to verify your creditworthiness, perform a risk analysis and determine your premium.

We may use your Information to:

- determine your eligibility for insurance coverage
- administer your insurance and our relationship with you
- determine your insurance premium
- investigate and adjudicate your claims
- help manage and assess our risks and operations

We may share your Information with any health-care professional, medically related facility, insurance company, organizations who manage public information data banks, or insurance information bureaus, including the MIB Group, Inc. and the Insurance Bureau of Canada, to allow them to properly answer questions when providing us with Information about you. We may share lab results about infectious diseases with appropriate public health authorities.

If we collect your health-related Information for the purposes described above, it will not be shared within TD, except to the extent that a TD company insures, reinsures, administers or sells relevant coverage and the disclosure is required for the purposes described above. Your Information, including health-related Information, may be shared with administrators, service providers, reinsurers and prospective insurers and reinsurers of our insurance operations, as well as their administrators and service providers for these purposes.

**Marketing Purposes** – We may also use your Information for marketing purposes, including to:

- tell you about other products and services that may be of interest to you, including those offered by other businesses within TD and third parties we select
- determine your eligibility to participate in contests, surveys or promotions
- conduct research, analysis, modeling, and surveys to assess your satisfaction with us as a customer, and to develop products and services
- contact you by telephone, fax, text messaging, or other electronic means and automatic dialing-announcing device, at the numbers you have provided us, or by ATM, internet, mail, email and other methods

With respect to these marketing purposes, you may choose not to have us:

- contact you occasionally either by telephone, fax, text message, ATM, internet, mail, email or all of these methods, with offers that may be of interest to you
- contact you to participate in customer research and surveys

**Telephone and Internet discussions** – When speaking with one of our telephone service representatives, internet live chat agents, or messaging with us through social media, we may monitor and/or record our discussions for our mutual protection, to enhance customer service and to confirm our discussions with you.

## **MORE INFORMATION**

This Privacy Agreement must be read together with our Privacy Code. You acknowledge that the Privacy Code forms part of the Privacy Agreement. For further details about this Privacy Agreement and our privacy practices, visit [www.td.com/privacy](http://www.td.com/privacy) or contact us for a copy.

You acknowledge that we may amend this Privacy Agreement and our Privacy Code from time to time. We will post

the revised Privacy Agreement and Privacy Code on our website listed above. We may also make them available at our branches or other premises or send them to you by mail. You acknowledge, authorize and agree to be bound by such amendments.

If you wish to opt-out or withdraw your consent at any time for any of the opt-out choices described in this Privacy Agreement, you may do so by contacting us at 1-866-567-8888. Please read our Privacy Code for further details about your opt-out choices.

## 32. IF YOU HAVE A PROBLEM OR CONCERN

If you have a problem or concern you may call us toll free at 1-866-222-3456, email\*\* us at [customer.service@td.com](mailto:customer.service@td.com), or visit us at any branch. For a more detailed overview of our complaint process visit us at [www.td.com](http://www.td.com).

**Financial Consumer Agency of Canada** – If you have a complaint regarding a potential violation of a consumer protection law, a public commitment, or an industry code of conduct, you can contact the Financial Consumer Agency of Canada (“FCAC”) in writing at 6th Floor, Enterprise Building, 427 Laurier Ave. West, Ottawa, Ontario K1R 1B9. The FCAC can also be contacted by telephone at 1-866-461-3222 (en français 1-866-461-2232) or through its website at [www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca). The FCAC will determine whether we are in compliance. It will not, however, resolve individual consumer complaints.

\*\*For your protection, do not send confidential or personal information (such as your Account number) via email, as it is not a secure method of communication. If your request is urgent or requires disclosure of confidential information for resolution, please phone us.

## TD REWARDS PROGRAM TERMS AND CONDITIONS

In this section, the words “**we**”, “**us**” and “**our**” mean: (1) the Bank; and (2) the Expedia For TD online and phone channels (“**Expedia For TD**”) that are operated by Expedia, Inc. (“**Expedia**”). “**Program**” means the TD Rewards Program associated with the Account and includes all Program privileges and travel reward benefits, including TD Rewards Points. “**Travel Purchases**” means all Purchases of travel and related services (including bookings) under the Program charged to the Account. All Travel Purchases made through Expedia For TD are provided by Expedia or its agents or suppliers. All Travel Purchases made under the Program, but not using Expedia For TD, are provided by third party agencies, suppliers or other travel providers, including any online sites or phone channels operated by Expedia (except for Expedia For TD) and any other online travel agencies, suppliers or providers (the “**Other Travel Providers**”). “**Restaurant Purchases**” means a Purchase made at a restaurant including a fast food restaurant, from a merchant classified through the Visa network with a Merchant Category Code (“**MCC**”) that identifies the merchant in the restaurant or fast food category. “**Foreign Currency Purchases**” means a Purchase made in a foreign currency. Applicable terms of the TD Business Travel *Visa* Cardholder Agreement apply to the Program, as do the following additional terms and conditions, which together are referred to as this Agreement.

### TD Rewards Points

TD Rewards Points are earned for Purchases charged to the Account as follows:

- 1) Two (2) TD Rewards Points are earned for each one (1) dollar in Purchases (“**Standard Rate**”);
- 2) Nine (9) TD Rewards Points are earned for each one (1) dollar in Travel Purchases made online through

Expedia For TD (“**Online Travel Bonus Rate**”);

- 3) Six (6) TD Rewards Points are earned for each one (1) dollar in Travel Purchases made by phone through Expedia For TD (“**Phone Travel Bonus Rate**”);
- 4) Six (6) TD Rewards Points earned for each one (1) dollar in Restaurant Purchases (“**Restaurant Bonus Rate**”) to maximum annual amount of \$80,000 of Restaurant Purchases;
- 5) Six (6) TD Rewards Points are earned for each one (1) dollar in PAPs (“**PAP Bonus Rate**”) to a maximum annual of \$80,000 in PAPs; and
- 6) Six (6) TD Rewards Points earned for each one (1) dollar in Foreign Currency Purchases (“**Foreign Currency Bonus Rate**”) to maximum annual amount of \$80,000 of Foreign Currency Purchases, which, for clarity, does not include Purchases in the categories listed in 1) to 5) above. Please see section 8. “**Foreign Currency Transactions**” for additional details.

Please contact TD if you wish to confirm the MCC that applies to a particular merchant, or if the Purchase qualifies as a Restaurant Purchase. If you have earned TD Rewards Points on the maximum annual amount of Restaurant Purchases, PAPs or Foreign Currency Purchases charged to your Account (from January 1 to December 31) or if your Purchase does not qualify as a Restaurant Purchase, PAP or a Foreign Currency Purchase, you will instead earn the Standard Rate of TD Rewards Points that applies to all other Purchases charged to the Account as described above. Each of the Online Travel Bonus Rate, the Phone Travel Bonus Rate, the Restaurant Bonus Rate, the PAP Bonus Rate and the Foreign Currency Bonus Rate is in place of and not in addition to the Standard Rate of TD Rewards Points earned on all other Purchases charged to the Account.

All fees, Cash Advances (including Balance Transfers, Cash-Like Transactions and TD Visa Cheques), interest charges, optional services, refunds, rebates or other similar credits do not earn TD Rewards Points unless there is a special promotion. Credits for refunds, returned items, rebates and other similar credits will reduce or cancel the TD Rewards Points earned by the full or partial amount originally charged to the Account.

### **TD Rewards Points – Travel Purchase Redemptions**

When you redeem TD Rewards Points towards a Travel Purchase charged to your Account: 1) The dollar value of the redeemed TD Rewards Points is applied as a credit to the original amount of the Travel Purchase charged to your Account, leaving you with a net Travel Purchase amount, if any, that is charged to your Account (the “**Net Amount**”); and 2) You will earn TD Rewards Points only on the Net Amount. For more details, refer below to “**TD Rewards Points Redemption**”.

### **TD Rewards Points Balance**

We will provide you with the TD Rewards Points balance (the “**TD Rewards Points Balance**”) within the monthly statement for the Account. You must promptly and carefully examine the TD Rewards Points Balance and tell us in writing of any errors in the TD Rewards Points Balance. In the event of an error, our only responsibility is to correct the error. If you do not tell us about an error within thirty (30) days of the statement date of the monthly statement for the Account, the TD Rewards Points Balance will be considered correct and you may not afterwards make any claim against the Bank relating to your TD Rewards Points Balance. However, we can adjust the TD Rewards Points Balance on the Account at any time.

### **TD Rewards Points – Other Redemption Options**

We may let you redeem TD Rewards Points towards items other than Travel Purchases (“**Other Redemption Options**”) such as merchandise, services and gift cards (“**Merchandise**”).

If we do, you will agree to the additional terms and conditions that will apply to that Other Redemption Option in

addition to these TD Rewards Program Terms and Conditions. Merchandise is provided by external suppliers and we are not responsible or liable for Merchandise.

TD Rewards Points have no cash value and cannot be redeemed for cash or credit except as we may permit.

### **Selling TD Rewards Points**

TD Rewards Points are void if sold, bartered or assigned.

### **TD Rewards Points on Divorce/Separation**

TD Rewards Points cannot be divided or transferred in the event of separation or divorce.

### **TD Rewards Points Allocation Provisions (Pooling)**

Effective April 1, 2020, an Individual Borrower has the right to allocate the TD Rewards Points earned by any Additional Cardholder (referred to as “**allocate**”, “**allocated**”, “**allocating**” or “**allocation**”) to the TD Rewards Points Balance of the Individual Borrower or any other person or persons designated by the Individual Borrower (referred to as “**their Designate(s)**” or the “**IB Designate(s)**”).

Only an Individual Borrower has the right to allocate. An Additional Cardholder does not have the right to allocate.

To exercise the right to allocate, an Individual Borrower must first contact us in advance. If an Individual Borrower does exercise their right to allocate, then the TD Rewards Points will be for the sole benefit and use of the Individual Borrower or their Designate(s), as applicable.

An Individual Borrower can decide to start or stop allocating at any time.

If there is more than one Individual Borrower, each Individual Borrower has the right to allocate and all TD Rewards Points of each Additional Cardholder will be applied in full to the TD Rewards Points balance of the Individual Borrower who exercises the right to allocate or to their Designate(s), as applicable. For greater clarity, there will be no partial application of TD Rewards Points held by any Additional Cardholder that is subject to allocation.

In addition to the above allocation provisions, the following allocation rules also apply.

Allocation Rules:

- An Individual Borrower must also be a Cardholder but only if the Individual Borrower wants the allocation to apply to them. For greater clarity, where an Individual Borrower only wants to allocate TD Rewards Points to one or more IB Designate(s), the Individual Borrower does not have to be a Cardholder;
- An IB Designate must be a Cardholder;
- An Individual Borrower cannot allocate TD Rewards Points from another Individual Borrower;
- TD Rewards Points that have been allocated cannot be reversed; and
- TD Rewards Points already earned by an Additional Cardholder cannot be subject to allocation on a retroactive basis.

### **Combining Your TD Rewards Points**

If you are an Individual Borrower (who is also a Cardholder) or an Additional Cardholder, you can combine your TD Rewards Points with any TD Rewards Points from a Consumer Card for which you are also the Primary Cardholder.

For the purposes of this “**Combining Your TD Rewards Points**” section:

“**Consumer Card**” means either a TD First Class Travel Credit Card or a TD Platinum Travel Credit Card.

**“Primary Cardholder”** means the person who applied for the Consumer Card and in whose name we opened the Consumer Card account.

## **TD Rewards Points on Death**

For the purposes of this **“TD Rewards Points on Death”** section:

**“Beneficiary”** means a natural person designated by the executor or trustee of the Primary Cardholder’s estate as the beneficiary to receive the TD Rewards Points earned for the Consumer Card.

**“Consumer Card”** means either a TD First Class Travel Credit Card or a TD Platinum Travel Credit Card.

**“Primary Cardholder”** means the person who applied for the Consumer Card and in whose name we opened the Consumer Card account.

On the death of the Cardholder, any TD Rewards Points in the Cardholder’s TD Rewards Points Balance as of the date of death cannot be redeemed or otherwise transferred. However, if at the date of death the Cardholder was also a Primary Cardholder of a Consumer Card which had earned TD Rewards Points and a Beneficiary has been designated for the Primary Cardholder’s estate, then the Beneficiary has 1 year from the date of death of the Cardholder to notify the Bank and redeem the TD Rewards Points in the Cardholder’s TD Rewards Points Balance for only any Other Redemption Options. If the Beneficiary notifies the Bank more than 1 year after the date of death of the Cardholder, then any TD Rewards Points in the Cardholder’s TD Rewards Points Balance cannot be redeemed by the Beneficiary and will be forfeited. We may require additional documentation to process this redemption.

## **TD Rewards Points Expiry on Account Closure and Product Transfer**

TD Rewards Points will not expire as long as the Account remains open and in good standing, and this Agreement has not ended. In the event that we end the Agreement for any reason, all TD Rewards Points will expire immediately. If the Account is in good standing and the Cardholder ends this Agreement and/or transfers to another TD Credit Card Account, any accumulated TD Rewards Points from the Account can only be redeemed within ninety (90) days of the date of the transfer to another TD Credit Card Account or when this Agreement ends. We can delay the expiry of TD Rewards Points and that delay will not set a precedent for any future TD Rewards Points expiry.

## **Making Travel Purchases**

### **1) Through Expedia For TD**

The Cardholder can make Travel Purchases through Expedia For TD by: 1) Redeeming TD Rewards Points to cover the full cost of the Travel Purchase; 2) Combining the redemption of TD Rewards Points and a charge to the Account to cover the full cost of the Travel Purchase; or 3) Charging the full cost of the Travel Purchase to the Account.

Travel Purchases can only be made through Expedia For TD by using TD Rewards Points alone, by using the Account alone, or by a combination of TD Rewards Points and the Account.

### **2) Through Other Travel Providers**

The Cardholder may also make a Travel Purchase through Other Travel Providers by charging the full cost (or any portion) of the Travel Purchase to the Account. To redeem TD Rewards Points towards any amount of a Travel Purchase made at Other Travel Providers, refer below to **“TD Rewards Points Redemption”**.

## **Who Can Make Travel Purchases**

All Cardholders are entitled to make Travel Purchases under the Program, using their Card at Expedia For TD or at Other Travel Providers, whether or not TD Rewards Points are or will be redeemed for that Travel Purchase.

## **Travel Arrangements**

### **1) Through Expedia For TD**

Every effort will be made to ensure that all your travel requirements are met. However, your travel is based on travel supplier-available space and seating and is subject to terms and conditions of the travel supplier, such as pre-payment requirements. Travel space and prices are not confirmed until Expedia For TD confirms the reservation with the travel supplier. It is the Cardholder's responsibility to instruct Expedia For TD to confirm the reservation with the travel supplier. A reservation, which merely holds your space, does not guarantee the price.

Once your travel arrangement has been confirmed, the treatment of any routing changes, changes to travel dates, cancellations, "no-shows", additional charges such as any taxes and any other changes will be solely at the discretion of the travel supplier or other third party and are not our responsibility. Travel supplier policies may vary from time to time and may differ among travel suppliers. It is the Cardholder's responsibility to know the relevant policies, terms and conditions of the travel supplier.

Expedia For TD will make every reasonable effort to provide travel information upon your request. However, we accept no responsibility or liability in the event that failure to provide you with information results in travel arrangements that have a higher cost or differ in any way from arrangements that may be available through other travel suppliers.

## **2) Through Other Travel Providers**

You are responsible for confirming the details and terms and conditions of Travel Purchases made through Other Travel Providers, including all travel supplier restrictions and reservations that apply to those Travel Purchases, even if you redeem TD Rewards Points under the Program towards those Travel Purchases.

### **Travel Documents**

#### **1) From Expedia For TD**

All correspondence and travel documents provided by Expedia For TD will be sent to the Cardholder's address appearing in our records at Expedia For TD or by following the instructions we receive from the Cardholder. However, Expedia For TD does not offer facilities to pick up travel documents in person. We are not responsible for any failure to receive correspondence and travel documents if we send them to the address or other contact information for the Account, appearing in our records at Expedia For TD, or by following the instructions we receive from the Cardholder.

You and your travel companions are responsible to ensure that you have in your possession, on departure and as otherwise required, all necessary travel documents as required by law. If you do not have the necessary travel documents, you may be denied boarding by the travel supplier. We are not responsible if you do not have the necessary travel documents and you will not be entitled to any compensation from us. It is your responsibility to check with the airlines and any other travel suppliers for all estimated departure times, arrival times, and check-in times.

Some travel suppliers will not board passengers unless the passengers have checked in within an appropriate amount of time prior to departure. The appropriate amount of time is determined by the airline or other travel supplier in advance of departure.

#### **2) From Other Travel Providers**

You are responsible for confirming the details and terms and conditions of Travel Purchases made through Other Travel Providers, including all travel documents and correspondence required and arrangements for obtaining them from the Other Travel Providers, even if you redeem TD Rewards Points towards those Travel Purchases.

### **TD Rewards Points Redemption**

TD Rewards Points can be immediately redeemed for Travel Purchases made through Expedia For TD at the time you make the Travel Purchase, as explained below.

For Travel Purchases made through Other Travel Providers, TD Rewards Points must be redeemed after the Travel

Purchase has been made as explained in “**Redeeming TD Rewards Points after a Travel Purchase has been made through Other Travel Providers**” section 2 below.

To redeem TD Rewards Points, the Account must be open, in good standing, and not in default under the terms and conditions of this Agreement. TD Rewards Points can only be redeemed by the Cardholder.

TD Rewards Points that have not been recorded in your TD Rewards Points Balance cannot be redeemed. TD Rewards Points are not earned on any Purchases that are not posted to the Account, including any Travel Purchases made through Other Travel Providers. This means that until the Purchase is posted to the Account and the TD Rewards Points earned on that Purchase have been recorded in your TD Rewards Points Balance, you cannot redeem any TD Rewards Points that you may earn on that Purchase.

You can redeem TD Rewards Points under the Program for any amount of a Travel Purchase as follows: (1) You can redeem the required number of TD Rewards Points to cover the full amount of the Travel Purchase. If the dollar value of the TD Rewards Points redeemed exceeds the full amount of any Travel Purchase, your Account will not be credited for more than the full amount of the Travel Purchase; or (2) You can redeem the required number of TD Rewards Points for any portion of the Travel Purchase. Your Account will be credited with an amount equal to the dollar value of the TD Rewards Points redeemed.

The Net Amount of any Travel Purchase will remain on the Account and the Cardholder is responsible for payment of the Net Amount.

Whether a Travel Purchase is made through Expedia For TD, or through Other Travel Providers, if any TD Rewards Points are redeemed towards that Travel Purchase, TD will provide a credit for those redeemed TD Rewards Points in an amount equal to the dollar value of those TD Rewards Points.

### **1) Redeeming TD Rewards Points for Travel Purchases made through Expedia For TD**

Every 200 TD Rewards Points redeemed are worth \$1 in travel savings off the cost of Travel Purchases made through Expedia For TD. Redemptions can only be made in 200 TD Rewards Point increments.

When you make a Travel Purchase through Expedia For TD, you can redeem only those TD Rewards Points that are recorded in your TD Rewards Points Balance at the time you are making that Travel Purchase, even if the Travel Purchase requires only a deposit at that time. As a reminder, when you redeem TD Rewards Points towards a Travel Purchase that you are making through Expedia For TD, any credit that is applied to your Travel Purchase for the TD Rewards Points you are redeeming will reduce or cancel the TD Rewards Points to be earned for that Travel Purchase. When you redeem TD Rewards Points towards only a portion of your Travel Purchase: (1) The dollar value of the TD Rewards Points you have redeemed will be applied as a credit to the full amount of that Travel Purchase charged to your Account and only the Net Amount of that Travel Purchase will be charged to your Account; and (2) You will only earn TD Rewards Points on the Net Amount of that Travel Purchase.

### **2) Redeeming TD Rewards Points after a Travel Purchase has been made through Other Travel Providers**

For each Travel Purchase made through an Other Travel Provider, a Cardholder can redeem TD Rewards Points towards the amount of that Travel Purchase as follows:

1. For the first \$1,200 of that Travel Purchase (equal to 300,000 TD Rewards Points):
  - Every 250 TD Rewards Points redeemed are worth \$1 in travel savings for that Travel Purchase amount.
2. For each \$1 over the first \$1,200 of that Travel Purchase:
  - Every 200 TD Rewards Points redeemed equals \$1 in travel savings for that Travel Purchase amount that is



over the first \$1,200.

This means that when you redeem TD Rewards Points towards a Travel Purchase made at an Other Travel Provider:

- 250 TD Rewards Points = \$1 in travel savings for up to the first 300,000 TD Rewards Points you redeem for that Travel Purchase; and
- 200 TD Rewards Points = \$1 in travel savings for any TD Rewards Points over the first 300,000 TD Rewards Points that you redeem for that Travel Purchase.

Redemptions can only be made in 250 or 200 TD Rewards Point increments, as applicable. For example:

#### A. Travel Purchase of \$1,200 and Under

<b>Cost of Travel Purchase at Other Travel Provider:</b>	\$1,175
<b>TD Rewards Points redeemed to cover cost in full:</b>	293,750 TD Rewards Points
	<i>Calculation:</i> <i>(\$1,175 x 250 TD Rewards Points = 293,750 TD Rewards Points)</i>

#### B. Travel Purchases of \$1,201 or More

<b>Cost of Travel Purchase at Other Travel Provider:</b>	\$2,275
<b>TD Rewards Points redeemed to cover cost in full:</b>	515,000 TD Rewards Points
	<i>Calculation:</i> <i>(\$1,200 x 250 TD Rewards Points = 300,000 TD Rewards Points)</i> <i>+</i> <i>(\$1,075 x 200 TD Rewards Points = 215,000 TD Rewards Points)</i>

#### In summary:

- Every 250 TD Rewards Points (up to the first 300,000 TD Rewards Points redeemed for a Travel Purchase of \$1,200 or under) are worth \$1 in travel savings for that Travel Purchase.
- After the first 300,000 TD Rewards Points are redeemed for a Travel Purchase of more than \$1,200, every 200 TD Rewards Points are worth \$1 in travel savings for the amount of that Travel Purchase that is over \$1,200.

For Travel Purchases made through Other Travel Providers, TD Rewards Points must be redeemed within ninety (90) days after the Travel Purchase has been posted to the Account. You cannot redeem TD Rewards Points through Other Travel Providers. To determine when a Travel Purchase has been posted to your Account, you can view your transactional history for the Account online through our EasyWeb® Online banking or allow the Travel Purchase to appear on your next monthly statement after the transaction date of that Travel Purchase. As a reminder, when you redeem TD Rewards Points towards a Travel Purchase that you made through Other Travel Providers, any credit for the TD Rewards Points to be redeemed and applied to your Account for your original Travel Purchase amount will reduce or cancel the TD Rewards Points that were earned for that Travel Purchase. This means that when you redeem TD Rewards Points towards only a portion of your original Travel Purchase: (1) The dollar value of the TD Rewards

Points you have redeemed will be applied as a credit to your Account to reduce the full amount of your original Travel Purchase; and (2) You will only earn TD Rewards Points on the Net Amount of your original Travel Purchase.

### **Other Rewards Programs**

Although Travel Purchases made through Expedia For TD or through Other Travel Providers may earn frequent flyer miles, points or other benefits from other travel rewards programs ("**Other Benefits**"), you cannot redeem Other Benefits under the Program. We will not book all or any portion of your Travel Purchase for which you are using Other Benefits. If you are using Other Benefits (in whole or in part) for your Travel Purchase, you must make such a Travel Purchase directly with the originating issuer of your Other Benefits. We are not responsible for the issue or redemption of Other Benefits.

### **Taxes**

The payment of all applicable taxes related to travel reward benefits under the Program, including Travel Purchases made through Expedia For TD or through Other Travel Providers, is your sole responsibility. Some of the applicable taxes may be charged to the Account and/or paid by redeeming TD Rewards Points at the time you make the Travel Purchase through Expedia For TD, while other taxes may be otherwise collected from the Cardholder, such as upon arrival at or departure from the Cardholder's destination.

The credit provided by the Bank for the amount of any TD Rewards Points redeemed by the Cardholder towards a Travel Purchase or towards taxes payable on that Travel Purchase, whether purchased through Expedia For TD or through Other Travel Suppliers, will not result in the Bank being responsible for the payment of any applicable taxes relating to Travel Purchases made through Expedia For TD or through any Other Travel Provider.

The amount of any taxes or other charges associated with your Travel Purchase that are imposed by travel suppliers or other third parties (including any Other Travel Provider) is your sole responsibility and may change at any time without notice, even after the date that the Travel Purchase arrangements have been confirmed. Any personal income tax liability that may arise from the receipt or redemption of TD Rewards Points is your sole responsibility.

### **Liability for Travel Suppliers**

We accept no responsibility or liability for the failure of any travel supplier, including any Other Travel Provider, to perform travel arrangements for any reason or for any other actions, errors or omissions by a travel supplier or Other Travel Provider. We will not, under any circumstances, assume any liability for any loss or damage caused by goods or services supplied or requested in connection with the Program. We accept no responsibility or liability if travel arrangements are voluntarily or involuntarily rerouted, downgraded or upgraded from your original paid itinerary and class of service by a travel supplier or Other Travel Provider or for any other changes or substitutions that a travel supplier or Other Travel Provider may make. It is the Cardholder's responsibility to know the relevant policies, terms and conditions of the travel supplier, including those of any Other Travel Provider.

### **Changes and Termination**

We reserve the right to make a Change to the Program in accordance with Section 22 — **CHANGES TO THIS AGREEMENT AND THE ACCOUNT**. We are not responsible for market changes beyond our control.

If we terminate the Program (as provided in Section 22 — **CHANGES TO THIS AGREEMENT AND THE ACCOUNT**), TD Rewards Points may only be redeemed within ninety (90) days from the date of our notice of Program termination.

### **Interpretation and Limitation of Liability**

We will be the final authority on the interpretation of all rules, regulations, procedures, terms, conditions, restrictions and benefits of the Program as outlined in this Agreement.

We are not responsible or liable for any loss suffered by Cardholders or third parties relating to the Program, TD Rewards Points, any travel suppliers, including Other Travel Providers and any suppliers of Merchandise, travel reward benefits, terms and conditions of the Program or as a result of changes to, or termination of, the Program, Card(s) or the Account.

We will not be liable for any damages relating to the Program, TD Rewards Points, any travel suppliers, including Other Travel Providers, or travel reward benefits. As well, the Bank accepts no liability or responsibility for any Travel Purchases made under the Program through Expedia For TD.

Any Cardholder may be subject to claims and may lose Program privileges if they do not comply with this Agreement.

Every effort has been made to ensure that the information in materials provided to Cardholders from time to time, including by Expedia For TD, is accurate. However, we will not be liable for any information provided to you that contains mistakes or is incomplete, or for any loss to, or damages suffered by, Cardholders arising from such missing or incomplete information. We do not review any materials or information that are/is provided to you by or through any travel suppliers, including Other Travel Providers, and we are not liable for any errors or omissions that may be contained in that information or materials.

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