



## Personal Credit Card Agreement TD Cash Secured

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

*You, your, and yours* mean each person who applied for the Credit Card Account and the person to whom we direct billing statements (“*Statements*”). *We, us, our* and *TD Bank* mean TD Bank, N.A., a national bank with its main office located in Delaware, and its successors and assigns.

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

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

**B. Promise to Pay.** You promise to pay us for all purchases, balance transfers and cash advances resulting from the use of your Card or Credit Card Account, plus interest charges and all other fees and charges owed under this Agreement.

**2. GOVERNING LAW.** Applicable federal law and the substantive laws of the State of Delaware (to the extent not preempted by federal law) without regard to principles of conflicts of law or choice of law shall govern this Agreement. To the extent any court determines that this Agreement is subject to Maryland law concerning credit, you and TD Bank agree that your Credit Card Account is governed by Title 12, Subtitle 9 of the Commercial Law Article of the Annotated Code of Maryland, except as preempted by federal law.

### **3. COLLATERAL ACCOUNT AND SECURITY AGREEMENT**

**A. Collateral Account.** You understand and agree that you established and will maintain an individual TD Bank savings account (the “*Collateral Account*”) in your name to secure repayment of your Credit Card Account. You deposited and will maintain an amount that equals your Credit Card Account credit limit in the Collateral Account. The Collateral Account serves as the security deposit funds for your Credit Card Account. You have up to fifteen (15) business days from conditional approval to deposit the funds into your collateral account. The initial deposit, up to your approved credit limit, will equal your new credit card limit. Depositing funds greater than your approval amount will not increase your credit limit and you may not have access to those funds once the Collateral Account is locked. The total amounts deposited and maintained in the Collateral Account at any time and any interest earned thereon shall be referred to as the “*Funds*”. You agree to sign all applications and documents that we may request from time to time that show that you have granted and assigned to us the security interest in the Collateral Account.

**B. Security Agreement.** As of the date you established the Collateral Account and provided the Funds, you agree as follows (terms not defined in this section 3.B. (the “*Security Agreement*”) have the same meaning that such terms have in the remainder of this Agreement):

**1. Collateral.** You understand and agree that you have provided Funds to serve as security for your Credit Card Account. All Funds will be held in the Collateral Account. If the Collateral Account is amended, extended, renewed or closed and replaced for any reason, the resulting Collateral Account will be deemed the Collateral Account for purposes of this Security Agreement. You may not use any portion of the Collateral Account to secure other loans.

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\* VISA is a registered trademark and service mark of VISA International Service Association, and is used by TD Bank, N.A. pursuant to a license from VISA U.S.A. Inc.

**2. No Withdrawals.** You agree not to make withdrawals from the Collateral Account while the Funds are used as collateral to secure the obligations to us that you incur in connection with your Credit Card Account.

**3. Pledge and Grant of Security Interest.** Your obligations to us under the Agreement and this Security Agreement and any expenses that we incur in enforcing your obligations under the Agreement and this Security Agreement, where permitted by applicable law, are collectively referred to as "*Obligations*." You hereby pledge and grant to us a security interest in the Funds for the purpose of securing your Obligations. You irrevocably and unconditionally relinquish all possession and control over and pledge and assign as security to us all of your right, title and interest in and to any and all Funds. You agree to take any actions we request to perfect or protect the first lien position of our security interest in the Funds.

**4. Legal Proceedings.** You represent that there are no current lawsuits or bankruptcy proceedings that might affect our interest in the Funds. You have not and will not attempt to transfer any interest in the Funds to any person other than us.

**5. Our Actions.** We will maintain records to account for the Funds. We may pay interest on the Funds if the Collateral Account established is an interest-bearing account. Such interest will be added to the Collateral Account and will constitute proceeds securing your Obligations.

**6. Default.** You will be in default under this Security Agreement if you are in default in any respect as defined in the Agreement, including failing to pay your Obligations at any time when due. Upon any such default, you hereby authorize us to withdraw Funds from the Collateral Account and to apply such amounts to your Obligations without additional notice or demand for payment. The foregoing rights will be in addition to all other rights we have under the law or the Agreement.

**7. Application of Funds to Your Credit Card Account.** If you or we close your Credit Card Account, or if you are in default under the Agreement, we may apply the Funds towards any outstanding Obligations. You will not be considered to have made a payment on your Credit Card Account because we have applied funds from the Collateral Account to your Credit Card Account. If you have any outstanding Obligations after the Funds are applied, you will be responsible for the repayment of such amounts, and we may continue to report your Credit Card Account as delinquent.

**8. Applicable Law; Assignment.** This Security Agreement and our security interest and rights as pledged hereunder will be governed by the laws of the State of Delaware. We may, in our sole discretion, assign our rights and obligations under this Security Agreement.

**9. Personal Deposit Account Agreement.** You acknowledge that the provisions of the TD Bank Personal Deposit Account Agreement you received when you established the Collateral Account (the "*Deposit Account Agreement*") apply to the Collateral Account. If a provision of the Deposit Account Agreement conflicts with this Security Agreement, this Security Agreement will prevail.

**C. Eligibility for an Unsecured Card.** If you use and maintain a Credit Card Account for 7 consecutive Billing Cycles without committing an act of default pursuant to the Agreement you may be eligible to graduate to an unsecured TD Bank credit card automatically. This means that your savings account that secured the credit card will be released so you will have access to these funds. Upon graduation, a prorated refund of the annual fee will be given to you and it will appear on a subsequent monthly statement. Your credit limit and your APR will remain the same. Your account will automatically be reviewed once you meet the threshold eligibility requirements. If you are not graduated at your first review, your account will automatically be reviewed on an ongoing basis thereafter to determine if you have become eligible for an unsecured account. If you meet the requirements you will be notified of the impending automatic graduation. All other terms and conditions remain the same.

#### **4. USING YOUR CREDIT CARD ACCOUNT**

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

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

**2. Limit for Cash Advances.** We may set a credit limit for the total dollar amount of cash advances that may be outstanding from time to time that is lower than the overall credit limit for your Credit Card Account.

**3. Changes to Credit Limit.** In our discretion, at any time, we may change any credit limit that applies to your Credit Card Account. We will notify you if we change any credit limit.

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

**1. Purchases.** You may use your Card to pay for the purchase or lease of goods or services wherever your Card is honored. If you use your Card to purchase or lease goods or services by telephone, mail or internet, you agree that your signature is not necessary as identification in such cases.

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

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

b. See the Interest Rate and Fee Schedule of this Agreement for Cash Advance fee details. The amount of the Cash Advance transaction fee will be added to your minimum monthly payment and is due by the payment due date indicated on your monthly billing statement.

c. You may be required to sign a special form and/or provide your personal identification number (PIN) when making a Cash Advance. Please select a PIN that is not easily identifiable and does not consist of one single number (for example, "1111") or consecutive numbers. PINs should also not be based on or include your birth date, zip code or Account number. Do not write your PIN on your Card and do not keep your PIN with or near your Card or any Access Device

**3. Balance Transfers.** We may allow you to transfer balances from other credit card accounts with third parties (but not us or our affiliates) to your Credit Card Account. We may limit the number and types of credit card accounts from which we will allow you to transfer balances and the times, amounts, manner and circumstances in which balance transfers may be requested. See the Interest Rates and Fee Schedule on the card mailer for Balance Transfer fee details.

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

**5. Foreign Transactions.** If you use your Credit Card Account to make a purchase or cash advance in a foreign currency, the transaction will be converted to U.S. Dollars based on a rate selected by VISA U.S.A. Inc. (or any of its affiliates) from the range of rates available in wholesale currency markets for the applicable central processing date (which may vary from the rate VISA U.S.A. Inc. itself receives) or the government-mandated rate in effect for the applicable central processing date. The currency conversion rate used by VISA U.S.A. Inc. (or any of its affiliates) on the currency conversion date may differ from the exchange rate in effect on the day you made the transaction or on the day the transaction is posted to your Credit Card Account.

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

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

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

## **E. Statements.**

**1. General.** At the end of each monthly billing cycle ("*Billing Cycle*"), if there was activity on your Credit Card Account, we will send you a Statement showing what you owe (the "*New Balance*") as of the end of the Billing Cycle. The Statement will show any interest charges you owe, the minimum payment due, the payment due date, your current credit limit, an itemized list of fees, charges, payments and credits posted to your Credit Card Account during the Billing Cycle and other important information. We will mail or deliver the Statement to the address we have on file for your Credit Card Account.

**2. Change of Address.** You must notify us promptly of any change in your address by calling Customer Service at 1-888-561-8861. We may accept mailing address corrections from the United States Postal Service. You may also update your address online via tdbank.com. Until we receive, process and verify your new address, we will continue to send Statements and other notices to the last address we have on file for your Account (which may be a correction from the United States Postal Service).

**F. Credit Balance.** We will make a good faith effort to return to you any credit balance that has been on your Credit Card Account longer than six consecutive Billing Cycles (or, in our discretion, for a shorter time period). You may also request a refund of a credit balance on your Credit Card Account at any time by calling Customer Service at 1-888-561-8861. We may reduce the amount of any credit balance on your Credit Card Account by applying the credit balance towards new fees and charges posted to your Credit Card Account. We do not pay any interest on credit balances.

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

**1. Minimum Payment.** If you have an outstanding balance, we must receive your minimum payment by no later than 5 p.m. Eastern Time on the payment due date. The minimum payment will be the greater of:

- (i) \$35, or
- (ii) One percent (1%) of the New Balance plus:
  - (a) The periodic interest charges for the Billing Cycle; plus
  - (b) The full amount of any transaction fees (such as Cash Advance, Balance Transfer and Foreign Transaction Fees) owed for the Billing Cycle; plus
  - (c) The full amount of any Annual Membership Fee, Late Payment or Returned Payment Fee or other applicable fees owed.

In addition, any past due minimum payment amounts will be added to your current minimum payment due.

If your New Balance is less than \$35, your minimum payment will equal your New Balance.

Credits, adjustments, refunds, prepayments and similar Credit Card Account transactions may not be used in place of payment of any portion of a required minimum payment. You may pay more than the minimum payment due (this is a prepayment) without any penalty. The sooner you pay the New Balance, the less you will pay in interest charges. A prepayment in one Billing Cycle will not excuse you from paying the minimum payment due in the next Billing Cycle.

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

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

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

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

**d. By Phone.** You may pay by phone by calling 1-888-561-8861. A payment made by phone will be credited to your Credit Card Account as of the date received if we receive it by 5 p.m. Eastern Time on a Business Day. Phone payments received after 5 p.m. Eastern Time or on a day that is not a Business Day will be credited to your Credit Card Account as of the next Business Day.

**e. Delay in Crediting and Available Credit.** We may reject or delay crediting payments that do not follow the instructions above. For example, there may be a delay of up to five days in crediting a payment by mail if it is received at an address other than the address we specify for payments on your Statement or if it is received without the required payment stub. Your available credit limit(s) may not reflect the payment for up to 15 days after we have credited a payment to your Credit Card Account.

### 3. Application of Payments.

**a. Generally.** We will generally apply your minimum payment in the following order:

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

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

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

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

**5. Automatic Payments.** We may allow you to repay amounts owed under this Agreement through automatic payments from a savings or checking account. We may terminate our permission to make automatic payments at any time. If we allow automatic payments, no automatic payment will occur unless the savings or checking account has sufficient collected funds in it on the Business Day before the payment due date to cover the full amount of the minimum payment due (or any larger monthly payment you and we may agree to from time to time). If an automatic payment does not occur for any reason, you still must pay the minimum payment and a Late Payment or Returned Payment Fee may apply.

If you have authorized us to pay your credit card bill automatically from your checking or savings account with us, you can stop the payment on any amount you think is wrong. To stop the payment, notify us by calling Customer Service at 1-888-561-8861. To stop the payment, your telephone call must reach us three Business Days before the automatic payment is scheduled to occur.

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

**H. Additional Cards.** We may limit the total number of Cards and other Access Devices issued.

**I. Lost or Stolen Cards, Credit Card Account Numbers or Access Devices.** If any Card, Credit Card Account number or Access Device is lost or stolen, or if you think someone used or may use them without your permission, notify us **AT ONCE** by calling 1-888-561-8861. You agree that we may close your Credit Card Account to new transactions, change your Credit Card Account number and issue you a new Card(s) and new Access Devices with a different Credit Card Account number if we have been notified of the possible loss, theft or unauthorized use. If we do this, you must notify anyone you have authorized to submit and post charges to your Credit Card Account of your new Credit Card Account number. Do not use your Card, Credit Card Account number or Access Device after you notify us, even if your Card or other Access Device is later found or returned.

**Under VISA U.S.A.'s "Zero Liability Policy" you may not be liable for the unauthorized use of your Credit Card Account or Card that results in a fraudulent transaction made over the VISA network. To be eligible, you must notify us immediately of any unauthorized use of your Credit Card Account or Card. We will provisionally credit you for losses from the unauthorized Card use within five Business Days of your notification to us of the loss. The VISA Zero Liability Policy does not apply to transactions made at an ATM or to any transactions made using your PIN that are not processed by VISA. We may impose greater liability, or withhold, delay, limit or rescind any provisional credit that we**

provide to you under the Zero Liability Policy, based on factors such as your gross negligence or fraud, your delay in reporting unauthorized use, our investigation and verification of your claim, your Credit Card Account standing and history and other factors. If you are not eligible for the VISA Zero Liability Policy or it otherwise does not apply, you may be liable for unauthorized use of your Credit Card Account, but not for more than \$50. You won't be liable for any unauthorized use of your Credit Card Account that occurs after you notify us of the loss, theft or possible unauthorized use of your Card, Credit Card Account number or Access Device. We may require you to provide certain information in writing to help us find out what happened. You also must identify for us any charges on your Statement that were not made by you or someone authorized by you and from which you received no benefit.

## **5. INTEREST CHARGES**

**A. Annual Percentage Rates.** *Annual Percentage Rate* or *APR* means the annual rate of interest charged on Credit Card Account balances. The APRs and corresponding Daily Periodic Rates for your Credit Card Account are listed in the Interest Rate and Fee Schedule. To get the Daily Periodic Rate, we divide the APR by 365 and round at the seventh place after the decimal point. We may charge different Daily Periodic Rates and APRs on different Credit Card Account transactions (such as purchases, cash advances and balance transfers) or during special promotional periods.

**B. Variable Rates.** Your APRs are subject to change each Billing Cycle and are determined each Billing Cycle by adding the Margins listed in the Interest Rate and Fee Schedule to the Index. The Index is the Prime Rate (U.S.) published in the Money Rates section of The Wall Street Journal. Your APRs may increase if the Index increases. If any APR increases, the amount of interest charged and your minimum payment may increase. Your APR will be based on the Prime Rate in effect 45 days prior to the end of each billing cycle. When a range of rates has been published on the day we calculate the APR, the highest rate will be used. If this Index is no longer available we will select a new one. The maximum rate for any variable APR is the applicable Margin plus the Index.

**C. Introductory or Promotional APR.** We may offer you an introductory or promotional APR for specific Account transactions, such as balance transfers. Any introductory or promotional APR offer will be subject to the terms of the offer and this Agreement. Upon the expiration of an introductory or promotional APR, the rate will return to the rate for the specified type of transaction(s) as stated in this Agreement.

**D. When Interest Charges Begin.** 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 Billing Cycle. Interest charges as a result of the loss of a grace period will not be charged if those interest charges are based on any portion of a balance subject to the grace period that was repaid prior to the expiration of the grace period. We will begin charging interest on cash advances and balance transfers on the transaction date. There is no time period in which you may repay a cash advance or balance transfer and avoid imposition of an interest charge.

### **E. Balance Calculation Method (Average Daily Balance Method (Including Current Transactions)).**

In any Billing Cycle in which you owe interest, we will charge interest on your balances of purchases, balance transfers and cash advances at the applicable Daily Periodic Rates. We calculate the interest charge on your Credit Card Account by applying the periodic rate to the "average daily balance" of your Credit Card Account. To get the "average daily balance", we take the beginning balance of your Credit Card Account each day, add any new transactions and fees and subtract any payments or credits. This gives us the daily balance. Then, we add up all the daily balances for the Billing Cycle and divide the total by the number of days in the Billing Cycle. This gives us the "average daily balance". We compound (charge interest on) unpaid interest charges and unpaid fees.

**F. Minimum Interest Charge.** If the total interest charges on your Credit Card Account for a Billing Cycle are greater than zero but less than \$1, the interest charge for that Billing Cycle will be \$1.

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

**A. Annual Membership Fee.** If your Credit Card Account has an Annual Membership Fee, it will be billed each year, whether or not you use your Credit Card Account. The amount is listed in the Interest Rate and Fee Schedule. Your payment of the Annual Membership Fee does not affect our right to close your Credit Card Account or limit your right to make transactions on your Credit Card Account.

### **B. Cash Advance and Balance Transfer Transaction Fees.**

**1. Cash Advance and Balance Transfer Transaction Fees.** We will charge a transaction fee on each cash advance and balance transfer you obtain in the amounts shown in the Interest Rate and Fee Schedule. Any applicable cash advance or balance transfer transaction fees will be added to your minimum payment amount which will be due on the payment due date specified on that statement.

**2. Foreign Transaction Fee.** If your Credit Card Account has a Foreign Transaction Fee, we may impose a fee equal to a certain percentage of the U.S. Dollar amount of a foreign transaction as shown in the Interest Rate and Fee Schedule. Foreign

Transactions are subject to a transaction fee (see above) and the Foreign Transaction Fee charge will appear on your first monthly billing statement following the foreign transaction, and that applicable Foreign Transaction fee amount will be added to your minimum payment amount which will be due on the payment due date specified on that statement.

### **C. Penalty Fees.**

**1. Late Payment Fee.** The first time we do not receive a required minimum payment when due, we may charge a Late Payment Fee of the minimum payment due or \$27, whichever is less. If over the next six Billing Cycles, the minimum payment is not received when due, we may charge a Late Payment Fee of the minimum payment due or \$37, whichever is less.

**2. Returned Payment Fee.** We may charge you this fee each time your financial institution for any reason rejects a payment you make to us, or if the payment cannot be processed. The first Returned Payment Fee will be equal to \$27 or your minimum payment due; whichever is less, even if your payment is eventually paid after a second presentment (if we elect to re-present the payment). If over the next six Billing Cycles you incur an additional Returned Payment fees (for any of the reasons stated above) the Returned Payment Fee may increase to \$37, or your minimum payment due, whichever is less.

**D. Other Fees.** We may also charge the following fees, subject to any restrictions of applicable law.

**1. Copy Fees.** We may charge you a fee of up to \$7 for each copy of a Statement or sales draft you request or up to \$5 for each copy of a payment check or written Access Device you request. However, we will not charge you for copies of documents that you request in connection with a billing error/inquiry you may assert against us under applicable law.

**2. Emergency Replacement Card Fee.** If you request a replacement Card on an expedited basis (for example, to replace a lost or stolen Card), we may charge you an Emergency Replacement Card Fee of up to \$25.

**3. Stop Payment Fee.** If you ask us to stop payment on an Access Device, we may charge you a Stop Payment Fee of \$39.

## **7. DEFAULT**

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

- We do not receive any payment required by this Agreement when such payment is due.
- You exceed any credit limit.
- A levy is placed on the Collateral Account.
- You are unwilling or unable to pay what you owe under this Agreement, for any reason.
- You die, become insolvent, file for bankruptcy or otherwise become the subject of a bankruptcy petition or filing.
- You give us false or misleading information at any time in connection with your Credit Card Account.
- You send us more than one check or similar instrument that is returned to us unpaid or any automatic, electronic or other payment on your Credit Card Account cannot be processed or is returned unpaid, for any reason, within the last six Billing Cycles.
- You breach or otherwise fail to comply with any term or condition of this Agreement.
- We have reason to suspect that you may have engaged or participated in any unusual, suspicious, fraudulent or illegal activity on your Credit Card Account or any other account or loan you have with us or our affiliates.
- You do not give us any updating information about your finances, employment or any other information we may reasonably request, promptly after our request.

**B. Our Rights After Default.** In the event of default, we may close your Credit Card Account, require you to pay the unpaid balance in full or take any other action permitted by applicable law, including the application of funds in your Collateral Account to your outstanding Credit Card Account balance pursuant to this Agreement.

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

## **8. CLOSING YOUR CREDIT CARD & COLLATERAL ACCOUNT**

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

**B. We may Close Your Collateral Account.** You may not close your Collateral Account while your Credit Card Account is open. If your Credit Card Account is closed for any reason, we will release the holds on any remaining funds and you may access those funds by coming into a store. At such time the account will no longer be a Collateral Account. If after your Credit Card Account is closed if you do not have any account activity in your Collateral Account, your account may be considered abandoned. See your Deposit Account Agreement for details.

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

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

**9. CHANGING THIS AGREEMENT.** We may change this Agreement, including (for example) changing the addresses and telephone numbers you should use to contact us, changing fees, adding new fees, changing the Daily Periodic Rates and corresponding APRs or increasing your required minimum payment. We may change this Agreement based on economic or market conditions, our business strategies or for any other reason (including reasons unrelated to you or your Credit Card Account). Any changes we make to this Agreement may apply to new transactions and/or then-existing balances as described in any notice we are required to provide to you. We will notify you of changes to this Agreement as required by applicable law. We will mail any required written notice to the address we have on file for your Credit Card Account.

## **10. INFORMATION SHARING**

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

**B. How to Dispute Reports Regarding Your Credit Card Account.** If you think the information we furnished to consumer reporting agencies on your Credit Card Account is not accurate please write to us at: P.O. Box 84037, Columbus, GA 31908-4037. With your letter, please provide us with:

Your name, address and telephone number;

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

If you fail to provide us with the information listed above, we may be unable to investigate your dispute. We will notify you of the results of our investigation within 30 days of receiving your dispute. A delay may be experienced if the dispute is not mailed to the address above. We may take up to 45 days to investigate your dispute if, after providing us with your initial notice of dispute, you provide us with additional information that is relevant to our investigation. If our investigation finds that the information you are disputing was inaccurate, we will notify the consumer reporting agency of our determination and provide the consumer reporting agency with the information necessary to correct the inaccuracy.

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

**C. Telephone Monitoring and Recording.** You consent to and authorize us and any of our affiliates, agents and marketing associates to monitor and/or record any of your telephone conversations with any of our or their representatives for quality control, training and other lawful purposes.

### **D. Telephone Numbers.**

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

**E. Credit Card Account Benefits.** We may offer you certain third-party benefits and services with your Credit Card Account, as outlined in benefits brochures or other documents and internet web sites. For example, certain eligible purchases charged with a VISA® Platinum Card may be eligible for certain benefits or services through VISA U.S.A. Inc. (or its affiliates). Any benefits or services we make available through third parties (including without limitation VISA U.S.A. Inc.) are not a part of this

Agreement but are subject to the terms and restrictions outlined in the applicable benefits brochures or other documents or internet web sites provided or made available to you from time to time. You agree that we may give information about you and your Credit Card Account to any third party reasonably needing the information to provide you with such benefits or services. You also agree that we or any third party providing any Credit Card Account-related benefits or services may change, add, or delete benefits or services at any time without notice.

## **11. MISCELLANEOUS**

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

**B. Assignment.** We may assign your Credit Card Account and our rights under this Agreement to our affiliates or to some other financial institution or company without advance notice to you. That entity will take our place in this Agreement if we do this. You may not assign or transfer your Credit Card Account or any of your responsibilities under this Agreement to any other person.

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

**D. Captions and Interpretation.** The captions used in this Agreement are for convenience only. They do not affect the meaning of the paragraphs in this Agreement. In this Agreement, use of the singular includes the plural and use of the plural includes the singular.

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

**F. Delay in Enforcement/No Waiver.** We may delay or waive enforcing any of our rights or remedies under this Agreement or under applicable law without losing any of those rights or remedies. Even if we do not enforce our rights or remedies at any one time, we may enforce them at a later time.

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

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

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

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

If you think there is an error on your bill, write to us at TD Bank, P.O. Box 84037, Columbus, GA 31908-4037

In your letter, give us the following information:

- *Credit Card Account information:* Your name and Credit Card Account number.
- *Dollar amount:* The dollar amount of the suspected error.
- *Description of problem:* If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

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

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

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

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

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

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

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

- We can apply any unpaid amount against your credit limit.

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

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

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

If we do not follow all of the rules above, you do not have to pay the first \$50.00 of the amount you question even if your bill is correct.

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

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

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

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

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

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

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

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