

TD Bank

Visa® Gift Card

Agreement

TD Bank Visa Gift Card Terms and Conditions.

Please be sure to keep this important information and provide it to anyone to whom the Gift Card is given. The TD Bank Visa Gift Card ("Card") becomes active no later than the end of the next Business Day after its purchase. For more information, please refer to tdbank.com/giftcardinfo. The following terms and conditions ("Agreement") govern the use of the Card. In this Agreement, the words "you" and "your" mean: (a) the person who purchases the Card; (b) any person to whom the Card is given; and (c) any person who uses the Card. The words "we," "us," "our" and "Bank" mean TD Bank, N.A., a national banking association. The terms of this Agreement are binding upon us and you and will be deemed to have been accepted by you if any of the following are done by you or by another person with your consent or authorization: (a) purchase the Card; (b) sign the back of the Card; (c) use the Card; (d) authorize any other person to use the Card; (e) retain the Card; (f) activate the Card; or (g) register the Card. **Please read this Agreement carefully, keep it or provide it to anyone to whom the Card is given.**

Card Description and How the Card Works.

The Card is intended to be given away as a gift. The person to whom the Card is given (or the purchaser of the Card if they do not intend to give it away) should sign and register the Card immediately. The Card is a proprietary form of a Visa non-reloadable, stored value Card. The Card is not linked to, nor does it access in any way, any checking or other accounts at our Bank. The Card is not a credit card. The Card cannot be reused after all of the original purchased value has been used. You acknowledge and agree that the amount available on the Card is limited to the prepaid U.S. dollar value loaded on the Card at the time of purchase. No additional funds may be added to the Card. The Card is issued by TD Bank, N.A. You may use the Card to make purchases at Merchants within the United States who accept Visa® and have agreed to accept

the Card. The Card is enabled for transactions on the Visa network. Your Personal Identification Number (PIN) is the last four (4) digits of the Card Number. The Card cannot be used to obtain cash at Automated Teller Machines (ATM) or for cash advances, and cannot be exchanged for cash at Stores, Merchants or other financial institutions.

Balance on the Card.

The value of the funds available on the Card at any given time is referred to in this Agreement as the "Balance." No interest will be paid on the Card Balance. The Balance is not a deposit and is not FDIC insured. The Balance is limited to the dollar value established when the Card was purchased. The Balance will decrease each time the Card is used to make an authorized transaction by the full amount of each purchase, including taxes, or if you incur, or we assess, a fee as set forth herein ("Transaction Amount"). The amount of funds shown on the Bank's records will determine the Balance. Once the Balance is depleted, the Card is no longer valid and you agree (a) not to use the Card; and (b) after you are sure that you do not intend to return any merchandise purchased with the Card, to cut it in half and discard it. Whenever you use the Card to make an authorized transaction, you are authorizing us to reduce the Card Balance by an amount equal to the Transaction Amount. At the time of each purchase, the Merchant where the transaction is made ("Merchant") will obtain an approval for the Transaction Amount to ensure adequate funds are available. You agree to keep track of the Balance on your Card by using our website or by calling toll-free within the United States – **1-888-294-2249** ("Customer Service Number") and not to use the Card for any purchase that exceeds the Balance except as permitted by this Agreement (see **Transaction Limitations**, section c – "**Purchases Exceeding the Card Balance**").

Using Your Card.

- a. Registering the Card.** You or the person to whom you give the Card as a gift should register the Card at **tdbank.com/giftcardinfo** or call **1-888-294-2249**.
- b. Select a PIN.** Your PIN is the last four (4) digits of the Card Number. You may select a custom PIN at **tdbank.com/giftcardinfo** or call **1-888-294-2249**.
- c. Record Your Card Number.** Record your Card Number in a safe place separate from the Card. You will need your Card Number when reporting a lost or stolen Card or unauthorized transactions.
- d. Signature of Cardholder.** You or the person to whom you give the Card as a gift must sign the back before using the Card.

- e. By Signature at Merchants.** To pay for purchases at Merchants who accept Visa and have agreed to accept the Card, sign the sales receipt to complete the transaction. If there's a keypad, tell the salesclerk that you prefer to sign for your purchase. Usually, you will need to push the "credit" payment option. There is no cost for this service.
- f. By PIN at Merchants.** To pay for purchases at Merchants who accept Visa and have agreed to accept the Card, enter your PIN in the keypad to complete the transaction. Usually, you will need to push the "debit" payment option. There is no cost for this service.
- g. At Gas Stations.** The Card can be used at gas stations. However, at gas stations with a "pay at the pump" capability, the Card cannot be authorized directly at the pump. Simply present the Card to the attendant for payment. Sign the sales receipt to complete the transaction. If there's a keypad, tell the salesclerk that you prefer to sign for your purchase. Usually, you will need to push the "credit" payment option.

Transaction Limitations.

- a. Non-transferable Once Signed.** The Card may be used by the purchaser or given as a gift to another person. However, once the Card is signed, it is non-transferable. Please do not sign the Card if you intend to give it as a gift to another person. The person who receives it as a gift should be the person who signs it.
- b. Point of Sale Use and Hold Periods.** Some Merchants, such as gas stations, hotels, restaurants and other Merchants that accept gratuities, receive authorization for a greater amount than the actual purchase price to allow for additional services or gratuity. For restaurants and personal services Merchants, this is generally 20% or more than the original purchase price amount, and it will result in a hold on your available funds on the Card for the original purchase amount and the additional amount. This hold will remain in effect until we receive the transaction from the Merchant or seven (7) Business Days, whichever occurs first. During the hold period, the funds will be unavailable.
- c. Purchases Exceeding the Card Balance.** If the amount of your purchase is greater than the Card Balance, the difference can be paid with another form of payment, depending on the policy of the Merchant. Any transaction attempted for more than the Card Balance will be declined. You must know the Card Balance and inform the Merchant to process the transaction in that amount. Depending on the Merchant's policy, you may be able to use your Card toward a portion of the final purchase price, and then use another form of payment to pay the balance of the final purchase price.

d. International Transactions. If you use the Card to purchase goods or services in a currency other than U.S. dollars, Visa will convert the charge into a U.S. dollar amount. The conversion rate on the processing date may differ from the rate on the transaction date. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date.

e. Additional Transactions. You shall not use your Card for any illegal transaction. We may decline authorization for any illegal transaction or Internet gambling transaction.

f. Returns and Exchanges. The Bank, Visa, and their affiliates, employees and agents are not responsible for the services or merchandise purchased with the Card and are not responsible for the return or exchange of merchandise purchased with the Card. By use of this Card, you agree that we are not liable for any consequential damages, direct or indirect. If you think an error has occurred involving a transaction, the error needs to be adjusted and resolved with the Merchant. Exchange or return of merchandise purchased in whole or in part with the Card will be governed by the procedures and policies of each Merchant and applicable law. Return and refund policies are dependent on the Merchant. At the time of any exchange or return, you should present both the merchandise receipt and the Card. Availability of credits added to the Balance may vary by Merchant.

How to Obtain Your Card Balance or Obtain Information on Transactions Previously Made.

It is important that you keep track of the Balance on your Card. To check your Card Balance or to get a summary of the transactions you have made, call TD Bank Gift Card Services' automated toll-free telephone number at **1-888-294-2249** or go to **tdbank.com/giftcardinfo**. You are encouraged to use your Card as soon as possible and use the entire Balance. You will need your Card Number to receive information. You should be issued a receipt for each transaction you make, unless your transaction totals \$15.00 or less. You will not receive a statement or written summary of transactions.

Theft, Unauthorized Use or Loss of Your Card.

(Please note that the Card must be registered online at **tdbank.com/giftcardinfo** or by phone at **1-888-294-2249** to increase your chances of recovering disputed transactions.)

- a. Authorized Use of Card.** You are responsible for all authorized and unauthorized uses of your Card except to the extent that applicable law may protect you from liability for unauthorized purchases.
- b. What to Do If You Believe Your Card is Stolen or Unauthorized Transactions Have Occurred.** Notify us immediately at **1-888-294-2249**. You will need your Card Number to receive information.
- c. What to Do If Your Card is Lost.** If you lose your Card, it is like losing cash and we may not reissue the Card or refund your money. However, we advise you to report the loss of the Card by calling us at **1-888-294-2249** as soon as you discover the loss.
- d. Replacement For Damaged Cards.** A replacement Card can be issued for the Balance on any lost, stolen or damaged Card and the original Card will be canceled. A replacement fee and/or an express delivery fee will be deducted from the Card Balance to replace a lost or stolen Card or for sending the replacement Card on an express basis (see section – **“Fees That May Be Deducted From the Card Balance”**).
- e. Visa’s Zero Liability Policy** covers U.S. issued cards only and does not apply to PIN transactions not processed by Visa or certain commercial card transactions. You must notify us promptly of any unauthorized use. Call us at **1-888-294-2249** for additional details or visit **visa.com/security**.

The Following Notice Contains Information About Your Right to Dispute Errors.

- a. What to Do About Suspected Errors.** In case of errors or questions about electronic transactions on the Card, write to us at TD Bank Gift Card Services, P.O. Box 1377, Lewiston, ME, 04243-1377.
- b. Information You Must Give to Us.** When you make your inquiry about the suspected error, you must supply us the following information:
- Your name and the Card Number.
 - A description of the error or the transaction you are unsure about and a clear explanation of why you believe it is an error or why you need more information.
 - The dollar amount of the suspected error.
- c. What Happens if We Believe No Error Occurred.** If we decide there was no error, we will generally send you a written explanation within three (3) Business Days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

d. Disputes with Merchant. If you have a problem with any goods or services you purchase using the Card, you agree to settle any disputes arising from the problem directly with the Merchant.

Validity of Your Card.

a. Expired Cards. Your Card does not expire. Your Card will be valid for use until the “Good Thru” date shown on the front of your Card. The Inactivity Fee may consume the Balance of your Card before the “Good Thru” date shown on the Card (see section – **“Fees That May Be Deducted From The Card Balance”**). We encourage you to use the entire gift amount before the “Good Thru” date shown on the Card. If there is any remaining Balance on the Card after the “Good Thru” date shown on the Card, present the Card at any TD Bank and we will reissue a new Card to you in an amount equal to the Balance at no charge.

b. Card Activity. The Card is considered as active if the cardholder conducts an approved transaction for goods and services.

c. Escheated Balances. The Card is subject to escheatment laws in the state the Card was purchased. If the Card has been registered online, the escheatment is governed by the address indicated in the Card registration. Should your Card exceed the escheatment rules set by state law, we will be required to unload the Card and send any remaining Balance to the appropriate state agency without notice to you.

Cancellation.

a. Issuer and Owner. Your Card is issued by TD Bank, N.A. We are the owner of the Card. The Card will remain our property. We may cancel your right to use the Card at any time and have you return the Card to us, although you may have a right to the existing Balance, subject to the terms of this Agreement.

b. Change in the Program. We may change the terms of, add new terms to, or discontinue this Agreement or the Card program at any time and without giving you notice, subject to applicable law. Check tdbank.com/giftcardinfo for posting of the most recent terms.

Disclosure of Card Information to Third Parties.

With respect to the Card, from time to time, subject to any applicable financial privacy laws or other laws or regulations, we may provide information about you and the Card:

1. For certain routine disclosures necessary for the completion of a transfer or to resolve errors;
2. To consumer reporting agencies;
3. In response to any subpoena, summons, court or administrative order, or other legal process that we believe requires our compliance and persons authorized by law in the course of their duties, including any federal government agencies that regulate our business;
4. In connection with collection of indebtedness or to report losses incurred by us;
5. In compliance with any agreement between us and a professional, regulatory or disciplinary body;
6. In connection with potential sales of business;
7. To our employees, auditors, service providers, attorneys or collection agents in the course of their duties;
8. To our affiliates as permitted by law; and
9. By your written authorization.

Other Terms and Conditions.

Neither TD Bank, N.A. nor any other TD Bank corporate affiliate will be liable to you for failure of any Merchant or other person to honor your Card.

Fees That May Be Deducted From the Card Balance.

Your Card will be assessed fees as set forth in the chart below. If you are the purchaser of the Card, please be sure to provide this disclosure to the person to whom you give the Card. Additional frequently asked questions can be found at tdbank.com/giftcards.

The below Fee Schedule is for Cards sold after 10/1/13.

Fee Type	Fee Description	Fee Amount
Inactivity Fee	A monthly fee will be deducted from your Card Balance after 12 consecutive months of inactivity. This fee can consume your Balance before the "Good Thru" date printed on your Card.	\$2.50 per month
Card Replacement Fee	Fee we may charge for providing a Card to replace a lost or stolen Card.	\$5.00
Card Replacement and Express Delivery Fee	Fee we may charge for sending a replacement Card by express delivery	\$25.00

Governing Law; Venue; Severability.

This Agreement and its performance shall be governed by the laws and regulations of the United States and, to the extent not governed by federal laws and regulations, by the laws and regulations of the State of Delaware, notwithstanding any choice of law principles. You and the Bank each hereby irrevocably consent and submit to the exclusive jurisdiction of the Courts of the State of Delaware, sitting in the County of New Castle, or the United States District Court for the District of Delaware in any and all actions and proceedings, questions or controversies arising under or related to this Agreement, the Card or its use. If any term of this Agreement is found by a court to be unenforceable or illegal, all other terms and conditions will still be in effect.

Questions or Concerns.

If you have any questions concerning your Card, please write to us at TD Bank Gift Card Services, P.O. Box 1377, Lewiston, ME, 04243-1377 or visit us at tdbank.com/giftcards.

General Information

1-888-751-9000

tdbank.com



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