

TD Visa[®] Connect Card Terms & Conditions and Disclosure Statement

I. Acceptance and Agreement to Terms & Conditions.

By accepting or using a TD Connect Card ("Card"), You agree to be bound by this Cardholder Agreement ("Agreement"). This Agreement will govern Your use of the Card. In this Agreement, "Card" means the TD Connect Card issued by TD Bank, N.A. and accepted or used by You as the "Cardholder." "You," "Your" and "Yourself" means the Cardholder. The Cardholder is the person authorized to use the Card and whose name appears on the front of the Card. "We," "Us," "Our" and "TD Bank" means TD Bank, N.A., and Our successors. Please read this Agreement carefully, download it to Your computer or print it and keep it for future reference. You agree to review this Agreement as well as any information received with Your Card or available at **tdbank.com/tdconnect** including the TD Bank Privacy Notice. We may change this Agreement at any time, with or without cause, as provided in this Agreement and in accordance with applicable law. Refer to Our Card website, **tdbank.com/tdconnect**, for the most current Agreement.

II. Card Description.

Your Card is a general purpose reloadable prepaid card and is not a gift card or a credit card. Your Card accesses an account (the "Card Account") that We have created to record the balance available for Your personal use with Your Card. Your Card does not access any other account. There is no minimum balance requirement in Your Card Account, but as discussed in Section V(D), We may cancel Your Card if You have zero or a negative balance. Your Card Account is not a deposit account and no interest will be paid on the balance in Your Card Account; however, the balance in Your Card Account will be FDIC insured to the maximum allowed by law.

III. Using Your Card & Maintenance.

You must be at least eighteen (18) years of age and have a valid Social Security Number and valid U.S. address to obtain and use the Card. You agree to use Your Card solely for personal, family, or household purposes and You agree not to use Your Card for business purposes or to give Your Card as a gift to another person.

A. Maintenance Fee. If You have a valid checking account with TD Bank, You will be charged a maintenance fee of \$2.99 each month Your Card Account is open. If You do not have a valid checking account with TD Bank, You will be charged a maintenance fee of \$5.99 each month Your Card Account is open.

Regardless of whether You have a checking account with TD Bank, if Your Card Account reaches zero or a negative balance and remains inactive, We may terminate Your Card Account and You will no longer be able to use Your Card.

Please review Section IV below for other fees that may apply.

B. How You Can Use Your Card. *You are able to use Your Card to:*

1. Pay for purchases:

a. By Signature at merchants. To pay for purchases at merchants who accept Visa® and who have agreed to accept Your 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.

b. By Personal Identification Number (PIN) at merchants. To pay for purchases at merchants who accept Visa and have agreed to accept Your Card, enter Your PIN number in the keypad to complete the transaction. Usually, You will need to push the "Debit" payment option. There is no cost for this service.

2. Perform cash withdrawal and balance inquiry transactions at automated teller machines ("ATMs") that display the Visa logo;

3. Obtain cash from merchants who have agreed to provide cash back at the point of sale;

4. Access Our online services at **tdbank.com/tdconnect** to obtain balances and review funding and transaction history and set alerts; and

5. Access Our telephone banking services toll-free at **1-888-568-7130**, 24 hours a day, 7 days a week.

C. How You Cannot Use Your Card. You agree not to use Your Card for any illegal transactions including purchases of goods or services. You cannot use Your Card in connection with an Internet gambling transaction.

Resale of Your Card or giving Your Card to someone else is strictly prohibited. We may revoke any funds on a Card that has been resold or given to someone else and TD Bank is not liable for the revocation of funds.

You cannot initiate certain electronic payments called "ACH debits" from Your Card Account. This means that You may be required to mail bills to a company or use a different payment card if the company's only electronic payment option is through ACH debit transactions.

D. Use of Your Card, Your PIN and a Terminal. All Cards opened in a TD Bank will be provided a PIN and are issued active without any further actions needed from You. You must create Your PIN the first time You visit Us at **tdbank.com/tdconnect** or call Us toll-free at **1-888-568-7130**. If You receive Your Card by mail, You will need to activate Your Card. To activate Your Card, go to **tdbank.com/tdconnect** or call Us toll-free at **1-888-568-7130**. You will need to provide certain personal information to activate Your Card. You will be automatically instructed to set a PIN when activating Your Card. You should choose a PIN that would not be easy for another person to guess. Your Card and PIN are provided for Your use and protection, and You agree:

- Not to disclose the PIN or record it on Your Card or otherwise make it available to anyone else;
- To use Your Card, the PIN and any ATM or point of sale terminal as instructed;
- To promptly notify Us of any loss or theft of Your Card and/or PIN; and
- To be liable for any transactions made by a person You authorize or permit to use Your Card and/or PIN. If You permit someone else to use Your Card, We will treat this as if You have authorized this person to use Your Card and You will be responsible for any transactions initiated by such person with Your Card.

You should change Your PIN periodically, and You should choose a PIN that would not be easy for another person to guess. To change Your PIN, go to **tdbank.com/tdconnect** or call Us toll-free at **1-888-568-7130**.

E. Limitations. Your Card will be limited by the total amount of funds in Your Card Account. Some ATMs may limit the amount of cash You may withdraw in a single transaction. Some merchants that allow You to obtain cash back may limit the amount of cash that You may obtain from them. Use of Your Card may be restricted in some countries due to security risks. For purposes of fraud prevention and account security, there are other transaction limits that apply as described in sections H through J below.

F. Funding Your Card. You may add (“load”) additional value onto Your Card any time before the Good Thru date on Your Card, subject to certain restrictions set forth below. This will cause monies to be transferred into Your Card Account. You may load Your Card by any of the following methods: (i) TD Bank Visa Debit or Credit Card; (ii) direct deposit of government benefits or from Your employer; and (iii) transfer from a TD Bank checking or savings account or deposit cash or checks at any TD Bank. You may not make deposits to Your Card at ATMs.

The Bank’s general policy is to make funds from Your deposits available to You no later than the first (1st) Business Day after the day We receive Your deposit. “Business Day” means any day that is not a weekend day and is not a federal or banking holiday. The end of a Business

Day varies by Store, but is not earlier than 8pm EST.

Please note that the funds availability may vary depending on the type and method of load as explained in the following:

1. Same Day Availability. Funds from the following loads are available on the same day they are deposited:

- a. Cash loads;
- b. Funds received for deposit by an electronic transfer;
- c. Up to \$100 from non-cash deposits made at the Bank's teller station.

2. Longer Delays May Apply. In some cases, We will not make all the funds that You deposit by check available at the times described above. Depending on the type of check You deposit, funds may not be available until the second (2nd) Business Day after the day of Your deposit. Up to the first \$100 of Your deposit, however, will be available no later than the first (1st) Business Day after the day of Your deposit.

In addition, funds deposited by check may be delayed for a longer period under the following circumstances:

- a. We believe a check You deposited will not be paid;
- b. You re-deposit a check that has been returned unpaid;
- c. You have overdrawn Your Card Account repeatedly;
- d. We believe that the funds in Your Card Account have been used or deposited illegally;
- e. There is an emergency, such as failure of communications or computer equipment. (Note: Up to the first \$100 will be made available no later than the first (1st) Business Day after the day of Your deposit). Funds will generally be available no later than the seventh (7th) Business Day after the day of Your deposit.

3. Special Rules For New Card Accounts. If You are a new Customer, the following special rules may apply during the first thirty (30) days Your Card Account is open.

- a. Funds from in-Store cash deposits and electronic deposits to Your Card Account will be available on the day We receive the deposit;
- b. Up to the first \$100 of Your daily in-Store non-cash deposits will be available to You on the day We receive the deposit;
- c. Funds from all other check deposits will be available no later than the seventh (7th) Business Day after the day of Your deposit.

In addition, if Your Card Account has a negative balance, We will apply any funds loaded against the negative balance.

G. Direct Deposit. *You may set up direct deposit to Your Card for Your wages from Your employer or for government benefits:*

1. Direct Deposit Through Your Employer. If selected, at the conclusion of each pay period, on the date that Your employer is to pay Your wages earned, Your employer will fund Your Card Account with up to the full amount of the net pay due to You after all taxes and other authorized deductions are taken. Because Your Card is not a payroll card and TD Bank does not contract with Your employer to fund Your Card Account, You must elect to receive direct deposit of Your pay on Your Card using a form provided by Your employer. Your employer will also be responsible to provide You with an advice of credit setting forth: (i) the full amount of Your pay; (ii) the amount of each deduction; (iii) what such deduction is for; (iv) the amount of Your net pay that is credited to Your Card Account accessed by Your Card; and (v) any other information considered necessary or appropriate by Your employer. You may not use this account information to initiate any ACH debits from Your Card Account.

2. Direct Deposit of Government Benefits: If allowed by the applicable government agency, You may elect to receive direct deposit to Your Card Account of any government benefits owed to You using a form provided by the government agency. You should receive a communication from the government agency advising you of the amount deposited and other relevant information.

H. Limitations on Dollar Amount of Loads. The initial minimum load is twenty-five dollars (\$25.00). The maximum amount You can have in Your Card Account at any one time is ten thousand dollars (\$10,000.00). You may load up to five thousand (\$5,000.00) per day on Your Card, not to exceed ten thousand dollars (\$10,000.00) per thirty (30) days.

I. Limitations on Dollar Amounts of Withdrawals. You will be limited to the lesser of Your available balance or seven hundred fifty dollars (\$750.00) in ATM cash withdrawals per day, not to exceed three thousand dollars (\$3,000.00) per seven (7) days. Some merchants that allow You to obtain cash may limit the amount of cash that You may obtain from them.

J. Point of Sale and Visa Signature Use Limit. When You use Your Card to obtain goods or services or to obtain cash at a merchant location, You may not obtain a combination of goods and services and cash in excess of five thousand seven hundred fifty dollars (\$5,750.00) per transaction. Further, You are limited by the total amount of funds in Your Card Account at any time if they are less than the daily limit.

Be aware that some merchants (for example: restaurants, car rental agencies, salons, hotels, cruise lines and pay-at-the-pump gas stations) temporarily require that Your Card have an available balance greater than the purchase amount to ensure sufficient funds for tips or incidental expenses. The reason for this temporary difference is that the final amount of Your purchase is not known at the time Your Card is swiped for authorization. Authorization tells the merchant whether Your

Card has enough funds to cover Your final purchase amount. Only the actual amount spent will be deducted from Your Card. The authorization amount is held until the transaction settles to Your Card Account, which can take several days.

K. Lost or Stolen Cards. You must notify TD Bank immediately if (i) You believe Your Card has been lost or stolen or (ii) if You believe that someone transferred, or may transfer, money to or from Your Card Account without Your authorization. Please call Customer Service at **1-888-568-7130** to report any lost or stolen Card. You agree to cooperate with Us in any resulting investigation.

IV. Fees and Service Charges.

You agree that the following fees and service charges apply to Your Card and may be charged to Your Card. You authorize Us to deduct the charge from Your Card, as applicable.

A. Cardholder Fees.

The following fees will apply until amended:

Fee Description	Fee
Monthly Maintenance Fee if You have a valid TD Bank checking account ¹	\$2.99 per month
Monthly Maintenance Fee if You do not have a valid TD Bank checking account ¹	\$5.99 per month
TD Bank Debit or Credit Card Load Card Fee	Free
Cash or Check Load Card Fee ²	Free
Direct Deposit Fee	Free
Purchases	Free
TD Bank and TD Canada Trust ATM Withdrawal Fee	Free
Non-TD ATM Withdrawal Fee	\$3.00
Non-TD ATM Balance Inquiry Fee	\$3.00
Live Customer Service Call	Free
Card Replacement Fee	\$5.00
Card Replacement and Express Delivery Fee	\$25.00
Paper Statement/Request via mail	\$5.00
International Transaction Fee ³	\$0.00
Miscellaneous Adjustment ⁴ (Cashed or deposited item returned)	\$15.00

¹ The Monthly Maintenance Fee is a monthly fee that is applied each month Your Card Account is open. The Monthly Maintenance Fee will reduce Your Card Account balance and may consume the balance before the “Good Thru” date on Your Card. If Your Card Account reaches zero or a negative balance, We may terminate Your Card Account and You will no longer be able to use Your Card.

² Available at any TD Bank.

³ TD Bank does not impose a fee on international transactions. However, merchants or other third parties may impose fees on international transactions, which may be added to the cost of such transactions.

⁴ Unless We notify You otherwise, this fee is only applicable if Your checks are returned due to insufficient funds.

B. Charges for Using Your Card at ATMs. We may impose a fee, as disclosed in the Fee Schedule above, for Card transactions You conduct at an ATM that We do not own or operate. Such transactions are referred to as “non-TD” ATM transactions. Fees imposed by TD Bank for non-TD ATM transactions will be reflected in Your monthly statement.

Please note: For non-TD ATM transactions, the institution that owns the ATM (or the network) may assess a fee (surcharge) at the time of Your transaction, including for balance inquiries.

C. Foreign Currency Transactions/International Transaction Fee. The exchange rate between the transaction currency and the billing currency used for processing international Visa transactions is a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. TD Bank does not impose a fee on international transactions. However, merchants or other third parties may impose fees on international transactions, which may be added to the cost of such transactions.

V. Payment.

A. Card Balance. Each time You use Your Card, the amount of the transaction will be deducted from Your Card Account associated with Your Card. You are not allowed to exceed the balance available on Your Card by any individual or series of purchases or cash withdrawals. Nevertheless, if the balance on Your Card goes negative due to fees or merchant posting, You shall remain fully responsible for the amount of any purchase or withdrawal that exceeds the balance available on Your Card. You agree that We may automatically deduct (offset) the amount of any such negative balance from current or future transfers of funds to Your Card Account.

B. Card Expiration (Good Thru date); Renewal. Subject to applicable law, You may use Your Card only through its Good Thru date. If You attempt to use Your Card after the Good Thru date, the transactions may not be processed. The funds on Your Card will never expire. If there is a balance remaining on Your Card after the Good Thru date and Your Card is in good standing (for example, Your Card Account is not in negative balance or is not blocked due to a fraud issue), We will issue You a new Card. If We do not choose to issue a new Card to You or if We cancel Your Card privileges for any reason, You can liquidate any remaining funds by calling Us toll-free at **1-888-568-7130**. Any fees or charges owed to Us must be collected before liquidating and closing Your Card. **We can satisfy any amounts You owe to Us in connection with Your Card Account by deducting such amounts from Your TD Bank deposit account.**

C. Termination of Your Card by You. You may terminate Your Card and Card Account at any time online at tdbank.com/tdconnect or by calling Us toll-free at **1-888-568-7130**. You may remove balances remaining in Your Card Account via a purchase transaction, ATM withdrawal or directed back to Your payment card that funded Your Card Account. You may also call Us if you need a paper check issued to you for the amount remaining in Your Card Account.

D. Suspension or Termination of Your Card by Us. We may temporarily suspend or permanently terminate Your Card and Card Account at any time for any reason permitted

by applicable law, such as if We suspect possible fraud or illegal activity, if You have breached Your obligations under this Agreement, or for security reasons. If We terminate Your Card and Card Account, You can call Us toll-free at **1-888-568-7130** to collect any remaining funds, unless We are prohibited by law from returning any remaining funds.

E. Inactive Cards; Unclaimed Property. If Your Card has a zero or negative balance, We may, at Our option, cancel Your Card without notice. If We have no record of Card activity for several years, applicable law may require Us to report the balance on Your Card as unclaimed property. If this occurs, We may try to locate You at the address shown in Our records. If We are unable to locate You, We may be required to deliver any value remaining on Your Card to the state of residence on file as unclaimed property.

VI. Verification of Transactions.

A. Transaction Records. You are entitled to receive a transaction record or receipt at the time You complete any transaction using Your Card at an electronic terminal or ATM; some merchants may not provide a transaction record if Your transaction totals fifteen dollars (\$15.00) or less. In addition, all Your transactions will be listed on the online transaction history.

B. Online Transaction History. We will make available to You at Our TD Connect Card website a continuing transaction history showing all Card activity for up to twelve (12) months. You agree that We may provide this transaction history and any other notices electronically. Transaction history provided electronically will describe each purchase, cash withdrawal and funding transaction using Your Card during the available history period. An electronic statement will be available to view or print at any time online at **tdbank.com/tdconnect**. You may also request a written history of account transactions by calling Us toll-free at **1-888-568-7130** subject to a \$5.00 fee.

C. Autodialers and Text Messages. By providing Your cell phone number, You consent to receiving telephone calls and/or texts delivered by autodialer on Your phone. These calls and/or texts will provide You with information related to Your Card Account, such as alerts if the funds in Your Card Account fall below a certain amount. You may incur charges for these texts under Your cellular phone plan. You can revoke this consent at any time by contacting Us toll-free at **1-888-568-7130**.

VII. Failure to Complete Transactions.

If We fail to complete a transaction on time or in the correct amount, when properly instructed by You, We will be liable for provable damages caused by Our failure unless:

- There are insufficient funds in Your Card Account to complete the transaction through no fault of Ours;

- The funds in Your Card Account are subject to legal process or other encumbrances restricting transfer;
- The ATM has insufficient cash to complete the transaction;
- Your Card has been reported lost or stolen and You are using the reported Card;
- We have reason to believe that the transaction requested is unauthorized;
- The failure is due to an equipment breakdown that You knew about when You started the transaction at the ATM or merchant terminal;
- The failure was caused by an act of God, fire or other catastrophe, or by an electrical or computer failure or by another cause beyond Our control;
- We have reason to believe that You or someone else is using the ATM or merchant terminal for fraudulent or illegal purposes;
- You do not give proper or complete instructions for the transfer, or You do not follow the procedures in this Agreement or any other Agreement with Us for requesting a transfer; or
- You attempt to complete a transaction at an ATM or merchant terminal that is not a permissible transaction.

In any case, We shall only be liable for actual direct damages if the failure to make the transaction resulted from a bona fide error despite Our procedures to avoid such errors and in no event will We be liable for any consequential, indirect, or special damages.

If You are uncertain as to the exact balance available on Your Card, please review online at **tdbank.com/tdconnect**, or call the toll-free number at **1-888-568-7130** to verify Your Account Balance prior to attempting to make a cash withdrawal or a purchase. You can set up daily and weekly alerts online to receive activity updates.

VIII. Disputes/Returns and Refunds.

A. Settle Merchant Disputes. If You have a dispute, first contact the merchant directly to settle the transaction in question. If You are unsuccessful in resolving the issue with the merchant, call Customer Service toll-free at **1-888-568-7130**.

B. Refunds from Merchants. If You are entitled to a refund for any reason for goods or services obtained with Your Card, You agree to accept credits to Your Card in place of cash.

IX. Zero Liability For Visa Signature Transactions.

Zero Liability Policy. Visa's Zero Liability policy covers US issued Cards only and does not apply to ATM transactions or PIN transactions not processed by Visa. You must notify Us promptly of any unauthorized use. Call Us toll-free at **1-888-568-7130** for additional details or visit visa.com/security.

X. 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 Your Card, call Us toll-free at **1-888-568-7130** as soon as You can, if You think the transaction history or receipt is wrong or if You need more information about a transaction listed on the transaction history or receipt. We must hear from You no later than sixty (60) days after the transaction in question was made available to You in the transaction history on Our website.

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 Your 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.
- Date or approximate date when the error took place.

C. Confirmation of Inquiry In Writing. If You tell Us orally, We may require that You send Us Your dispute or question in writing to: Cardmember Support Services, Dispute Processing, P.O. Box 636001, Highlands Ranch, CO 80163-6001. The FAX number is **1-303-389-7324**. The phone number that You may call to check on the status of a claim is **1-888-568-7130**. If additional information is required to complete a reasonable investigation, a letter will be sent to You within ten (10) Business Days of any action with instructions to continue the claim. You will have fourteen (14) days to respond to the request.

D. Results of Our Inquiry. Generally, We will tell You the results of Our investigation within ten (10) Business Days after We hear from You and We will correct any error promptly. If We need more time, however, We may take up to forty-five (45) days to investigate Your dispute or question. We may take up to ninety (90) days to investigate Your dispute or question if it relates to a transaction You initiated. If We decide to do this, We will provisionally credit Your payment facility within ten (10) Business Days for the amount You think is in error so that You will have use of the money during the time it takes Us to complete Our investigation. Because We ask You to put Your dispute or question in writing, if We do not receive written confirmation of Your oral notice within fourteen (14) days, We may not provisionally credit Your payment facility. We reserve the right to extend these timeframes at anytime, subject to applicable law.

E. What Happens If We Believe No Error Occurred. If We decide there was no error, We will 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. If We have provided You with funds to use during Our investigation and We decide there was no error, then We shall deduct those funds from

Your payment facility five (5) Business Days after We notify You of Our determination.

XI. Disclosure of Card Information

We may share information about You within TD Bank or with certain third parties. Our information sharing practices are contained in the TD Bank Privacy Notice that was included in the package We mailed or provided to You with the TDConnectCard. As a part of establishing this Card, You can link to tdbank.com/bank/privacy_and_security.html to view the Privacy Notice as well as the Online Privacy Code.

XII. Card Activation

A. Important Information About Procedures for Card Activation. To help the government fight the funding of terrorism and money-laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means for You: When You sign up for a Card and Card Account, We will ask for Your name, address, date of birth, and other information that will allow us to identify You.

B. Patriot Act Disclosure. Section 326 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act of 2001 requires TD Bank to implement reasonable procedures to verify the identity of any person seeking to open an account with Us. You acknowledge that TD Bank's identity verification procedures require Us to request certain information from You or third parties regarding You and You agree to provide TD Bank with, and consent to TD Bank obtaining from third parties, any such information requested as a condition of opening an account with Us or using any of Our services. To the extent that You fail to provide, or to consent to the provision of, any such information, such failure shall be grounds for TD Bank to not open any account or provide any service and/or to close any account or discontinue providing any service.

XIII. Arbitration and Dispute Resolution.

A. General/Requirement to Arbitrate. PLEASE READ THIS PROVISION CAREFULLY. UNLESS YOU SEND US THE REJECTION NOTICE DESCRIBED BELOW, THIS PROVISION WILL APPLY TO YOUR CARD, AND MOST DISPUTES BETWEEN YOU AND US WILL BE SUBJECT TO INDIVIDUAL ARBITRATION. THIS MEANS THAT: (1) NEITHER A COURT NOR A JURY WILL RESOLVE ANY SUCH DISPUTE; (2) YOU WILL NOT BE ABLE TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING; (3) LESS INFORMATION WILL BE AVAILABLE; AND (4) APPEAL RIGHTS WILL BE LIMITED. This Section will stay in force no matter what happens to Your Card or Card Account.

Upon demand, and except as otherwise provided below, You and TD Bank must arbitrate individually any dispute or claim involving Us and You or any person who uses a Card if the

dispute or claim arises from or relates to Your Card or this Agreement. However, We will not require You to arbitrate: (1) any individual case in small claims court or Your state's equivalent court, so long as it remains an individual case in that court; or (2) any claim by Us that only involves Our effort to collect money You owe Us. However, if You respond to a collection lawsuit by claiming that We engaged in any wrongdoing, We may require You to arbitrate Your claim.

YOU AGREE NOT TO PARTICIPATE IN A CLASS, REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL ACTION AGAINST US IN COURT OR ARBITRATION. YOU AGREE THAT NO UNRELATED CARDHOLDER MAY BRING ANY CLAIMS AGAINST US ON YOUR BEHALF. CLAIMS BY YOU AND BY AN UNRELATED CARDHOLDER MAY NOT BE JOINED IN A SINGLE ARBITRATION.

Only a court may decide whether this Section is enforceable.

B. Electing Arbitration; Starting an Arbitration. If You or We elect to arbitrate or require arbitration of a claim, the electing party must notify the other party in writing. This notice can be given after the beginning of a lawsuit and can be given in papers filed in the lawsuit. Otherwise, Your notice must be sent to TD Bank, N.A., 1701 Route 70 East, Cherry Hill, NJ 08034, ATTN: ARBITRATION DEMAND, and Our notice must be sent to the most recent address for You in Our files. The party seeking arbitration must select as the arbitration administrator either the American Arbitration Association ("AAA"), 1633 Broadway, 10th Floor, New York, NY 10019, www.adr.org, 1-800-778-7879, or JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, www.jamsadr.com, 1-800-352-5267. If neither the AAA nor JAMS is able or willing to handle the dispute, then the parties by mutual agreement or the court will select the arbitration administrator, provided that no arbitration administrator may have in place any policy inconsistent with the Class Action Waiver.

The arbitration administrator will appoint the arbitrator and tell the parties what to do next. The arbitrator must be a lawyer with at least ten (10) years legal experience. In making decisions or awarding remedies, the arbitrator must apply the same law and legal principles that would apply in court, but may use different procedural rules. If the administrator's rules conflict with this Section, this Section will control.

C. Arbitration Location and Fees. The arbitration will take place by phone or at a location reasonably convenient to You. Upon Your request, We will normally pay all the fees the administrator or arbitrator charges, if We believe You are acting in good faith. We will always pay these arbitration costs, as well as Your legal fees and costs, if We are required under applicable law or in order to enforce this Section.

D. Governing Law. This Section is governed by the Federal Arbitration Act (the "FAA"). For purposes of this Section only, Utah law shall apply to the extent state law is relevant under Section 2 of the FAA in determining the validity of this Section. The arbitrator must follow: (1) the substantive law, consistent

with the FAA, which would apply if the matter had been brought in court, (2) this Section, and (3) the administrator's rules. The arbitrator's decision will be final and binding, except for any appeal right under the FAA. Any court with jurisdiction may enter judgment upon the arbitrator's award.

E. Rejecting this Provision. You may reject this Provision, in which case only a court may be used to resolve any dispute or claim. Rejection will not affect any other aspect of this Agreement. To reject, You must send Us a signed notice within sixty (60) days after You activate Your Card. The notice must include Your name, address, and Card number and must be mailed to TD Bank, N.A., 1701 Route 70 East, Cherry Hill, NJ 08034, ATTN: ARBITRATION REJECTION. This is the only way You can reject this Section.

XIV. Other Terms.

A. Waiver and Release from Claims Against Third Parties.

Unless the law provides otherwise, You waive and release Us from any obligations that could arise due to defenses, rights and claims You have or may have against any third party on account of the use of Your Card.

B. Amendment, Cancellation.

We may at any time change, amend or repeal this Agreement. You will be notified of any change in the manner provided by applicable law prior to the effective date of the change. The most recent version of this Agreement will be posted online at **tdbank.com/tdconnect** and is available upon request at a TD Bank. You specifically agree to accept such notice of change by notice sent to the most recent electronic mail address You have provided to Us or posted at the TD Connect Card website. However, if the change is made for security purposes or to comply with law, We can implement such change without prior notice. Should You decide that You no longer agree to accept changes or notices electronically, We may cancel or suspend this Agreement or any features or services of Your Card described herein at any time. The Card remains Our property. You can notify Us by writing to Us at TD Connect Card Cardholder Services, P.O. Box 1377, Lewiston, ME 04243.

We may cancel Your right to use Your Card at any time. You may cancel this Agreement by returning Your Card to Us. Your termination of this Agreement will not affect any of Our rights or Your obligations arising under this Agreement prior to termination.

C. Assignments. Your Card and Your obligations under this Agreement may not be assigned. We may transfer Our rights under this Agreement.

D. Rules of Third Parties. Use of Your Card is subject to all applicable rules and customs of any clearinghouse or card network or other association involved in transactions.

E. No Waiver of Our Rights. We do not give up Our rights by delaying or failing to exercise them at any time.

F. Severability. If any term of this Agreement is found by a court to be illegal or not enforceable, all other terms will still be in effect.

G. Your Liability for Court Costs and Fees. If We take legal action against You because of default in the terms of this Agreement, You must pay reasonable attorney's fees and other costs of the proceedings. Your responsibility for fees and costs shall in no event exceed the maximum allowed by law.

H. Your Contact Information. You agree to promptly provide Us with any updated contact information, including any updated e-mail address, by updating Your profile at tdbank.com/tdconnect.

I. General TD Bank, N.A. Liability. This Card represents a general liability of TD Bank, N.A. Your Card Account paid is not a deposit and does not establish a separate individual account at TD Bank, N.A.

J. Governing Law and Venue. 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, Your Card or its use.

K. Telephone Calls and Collection. We or Our agents may monitor and/or record Your telephone calls. **You understand and agree that, subject to applicable law, if You are in default under this Agreement or if You have a negative balance, We or any agent of Ours may make collection calls to Your home or cell phone and We may use an automatic dialer and/or prerecorded messages with respect to such calls, even if the message is left on an answering machine. If You have a TD Bank deposit account, You acknowledge and agree that We can satisfy any amounts You owe to Us in connection with Your Card Account by deducting such amounts from Your TD Bank deposit account.**

L. Entire Agreement. This Agreement constitutes the entire agreement between You and Us and supersedes any other prior or contemporaneous agreement between You and Us.



America's Most Convenient Bank®