

TD Easy Rewards, TD Cash Rewards and TD Payment Plus Important Credit Card Terms and Conditions

Rates, fees, and other important costs of the TD Easy RewardsSM, TD Cash RewardsSM or TD Payment PlusSM Card (the "TD Credit Cards") are disclosed below. Additional fees and account terms are described in the Credit Card Agreement that will be enclosed with the card if a card is issued. TD Bank, N.A. ("we," "us," "our," and "TD Bank") is the issuer of the TD Credit Cards. TD Bank may change the terms disclosed below and in the Credit Card Agreement (together, the "Agreement") at any time subject to applicable law. For example, we may add new terms and fees before or after the Account is opened in accordance with the Agreement, based on information in your credit report, market conditions, or our business strategies. Based on our evaluation of your credit report and other factors, if approved for a TD Credit Card, you may receive a minimum credit line of \$500 or more.

The information about the costs of the cards described below is accurate as of July 1, 2011. This information may change after that date. To find out what may have changed (or to obtain a copy of the current Credit Card Agreement), please call TD Bank at 1-888-561-8861 or write to TD Card Services, P.O. Box 84037, Columbus, GA 31908-4037.

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases:	<p>Easy Rewards and Cash Rewards 9.24% to 23.24%, based on your creditworthiness.</p> <p>All APRs will vary with the market based on the Prime Rate.</p> <p>Payment Plus 21.24%</p> <p>This APR will vary with the market based on the Prime Rate.</p>
APR for Balance Transfers¹:	<p>Easy Rewards and Cash Rewards 0% Introductory APR for 12 months after Account opening. After that, your variable APR will be 9.24% to 23.24% based on your creditworthiness.</p> <p>All APRs will vary with the market based on the Prime Rate.</p> <p>Payment Plus 0% Introductory APR for 12 months after Account opening. After that, your APR will be 21.24%.</p> <p>This APR will vary with the market based on the Prime Rate.</p>
APR for Cash Advances²:	<p>23.24%</p> <p>This APR will vary with the market based on the Prime Rate.</p>
How to Avoid Paying Interest on Purchases:	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month.
Minimum Interest Charge:	If you are charged interest, the charge will be no less than \$1.00
For Credit Card Tips from the Federal Reserve Board:	To learn more about factors to consider when applying for or using a credit card, visit the website of the Federal Reserve Board at http://www.federalreserve.gov/creditcard .
Fees	
Annual Fee:	None
Transaction Fees:	<ul style="list-style-type: none"> • Balance Transfers¹ • Cash Advances² • Foreign Transactions³ <p>Either \$10 or 4% of the amount of each transfer, whichever is greater.</p> <p>Either \$10 or 5% of the amount of each cash advance, whichever is greater.</p> <p>3% of each transaction in U.S. dollars.</p>
Penalty Fees:	<ul style="list-style-type: none"> • Late Payment <p>Up to \$35.</p>

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

Loss of Introductory APR: If your payment is 60 days past due, you may lose your introductory APR and receive the APR for balance transfers which would apply to all balance transfer balances on the Account.

Annual Percentage Rate (APR) for purchases: is based on the Prime Rate as published in *The Wall Street Journal*. For exact pricing, please refer to the Cardmember Agreement.

Index: The APRs that apply to your Account are subject to change each Billing Cycle with changes to the Index. The Index is the Prime Rate (U.S.) published in the Money Rates section of The Wall Street Journal.

Margins: Easy Rewards and Cash Rewards - For Purchases and Balance Transfers, 5.99% to 19.99% will be added to the Prime Rate; for Cash Advances, 19.99% will be added to the Prime Rate. Payment Plus – For purchases and Balance Transfers, 17.99% will be added to the Prime Rate; for Cash Advances, 19.99% will be added to the Prime Rate.

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

New York Residents may contact the New York State Banking Department to obtain a comparative listing of credit card rates, fees and grace periods. New York State Banking Department 1-800-518-8866

¹ **Balance Transfers:** You may be able to transfer balances from eligible credit card accounts to your TD credit card account. We may limit the number and types of credit card accounts from which we will allow Balance Transfers, and the times, manner, and circumstances in which Balance Transfers may be requested. All Balance Transfers are subject to the available credit limit for the TD credit card account. The minimum Balance Transfer amount is \$250 (plus the 4% Balance Transfer transaction fee). Balance Transfers may not be used to pay amounts that are owed to TD Bank. We will generally process Balance Transfer requests in the order we receive them or in the order listed in your request. It may take 2 to 4 weeks to process a Balance Transfer request after your account is opened. If the total amount of Balance Transfers requested exceeds the then-available credit limit for the account, we may refuse to process the requested Balance Transfer(s). You should continue paying each of your creditors until a requested Balance Transfer appears on the applicable account statement sent to you by your creditor. Your other credit card account(s) will not be closed even if you transfer your entire balance(s). If you want to close an account, please contact the other creditor directly. Transfers requested with Convenience Checks are processed as Cash Advances, not as Balance Transfers. If you have a dispute with a creditor and pay that creditor with a Balance Transfer or Convenience Check, you may lose certain dispute rights with that creditor.

² **Cash Advances** obtained from a financial institution, an automated teller machine, or any other party that agrees to honor the credit card for cash advance purposes, and all Convenience Checks (including Convenience Checks used to transfer balances) posted to your account are considered Cash Advances.

³ TD Bank will impose a 3% foreign transaction fee on the converted U.S. Dollar amount of the transaction and any transaction made outside the U.S. Account transactions (including Purchases and Cash Advances) made in a foreign currency will be converted to U.S. Dollars by or on behalf of Visa U.S.A. Inc. (or any of its affiliates) using its currency conversion procedures and charges then in effect, as of the date on which the transaction is first posted to the VISA system.

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

FOUR EASY OPTIONS TO MAKE SURE YOUR PAYMENT IS ON TIME:

- **Mail your payment, accompanied by your statement's payment stub, to the following address:** TD Card Services, P.O. Box 23072, Columbus, GA 31902-3072; always allow time for us to receive your payment on or before the due date.
- **Schedule an online payment** at www.tdcardservices.com.
- **Pay in person directly** to a teller at a retail location.
- **Payments can be made over the phone at 1-888-561-8861.**

IMPORTANT INFORMATION ABOUT THE EASY REWARDS PROGRAM

Customers may earn up to 5X rewards per dollar on eligible retail purchases as defined by TD Bank as dining, grocery, gas and bill pay for the first 6 monthly billing cycles after the Account is first opened (the Promotional Period) unless an

event occurs to cause the promotion not to apply. For example, missing only two minimum payments causes the promotional offer to expire and the terms of the card to return to the standard agreement. During the Promotional Period, customers may earn up to 1 point per dollar spent on all other eligible retail purchases not in the categories as defined by TD Bank as dining, grocery, gas and bill pay purchases on which up to 5X rewards are earned. We do not determine whether merchants correctly identify and bill transactions as being made in each particular category. However, we do reserve the right to determine which purchases qualify for the 5X bonus reward. Rewards will be awarded at the end of the cycle for purchases within a billing cycle. Within the promotional period applicable sale credits will be deducted from the bonus earned. Accounts must be in good standing to receive Promotion. This offer is only valid for new accounts. You must be at least 18 years of age.

Easy Rewards: After the Promotional Period, Easy Rewards Customers may earn up to 1 point per dollar on eligible retail purchases charged to a TD Bank Visa Credit Card Account. Points may be redeemed upon request at specified levels, for certain redemption options. To view a complete list of participating partners, go to www.tdbank.com/rewards. Balance transfers, cash advances, insurance premiums, fees, interest charges, disputed and unauthorized or fraudulent charges, purchases made by or for a business or for a business purpose, account refunds, rebates, and similar credits, do not earn points. Program terms may change. Rewards are subject to availability. Your account must be open and in good standing in order to earn and/or redeem points. If your Account is closed for any reason, your membership in the Program will be terminated and the total balance of your accumulated points will be forfeited. You will also forfeit any unredeemed points if you cancel your Program membership or the Program is terminated. Easy Rewards points have no cash value except when redeemed in connection with the Easy Rewards program, and may not be used in place of payment of any portion of a required Minimum Monthly Payment or any other required payment on a credit card or other account owed to TD Bank. Rewards may not be transferred or assigned. The Easy Rewards program is administered and managed by Helix Global Solutions Inc. Please see www.tdbank.com/rewards for details.

If you apply for and receive a TD Easy RewardsSM VISA card, you agree that TD Bank and Helix Global Solutions Inc. may share information about your account transactions with each other for the purpose of administering and managing the Easy Rewards program.

The Easy Rewards program is administered and managed by Helix Global Solutions Inc. Helix Global Solutions Inc. is a leader in marketing and innovative customer-driven strategies. Helix Global Solutions Inc. is not affiliated with TD Bank, N.A. or Visa U.S.A. Inc., and is solely responsible for administering and managing the Easy Rewards program.

IMPORTANT INFORMATION ABOUT THE CASH REWARDS PROGRAM

Customers may earn up to 5% cash back rewards per dollar on eligible retail purchases as defined by TD Bank as dining, grocery, gas and bill pay for the first 6 monthly billing cycles after the Account is first opened (the Promotional Period) unless an event occurs to cause the promotion not to apply. For example, missing only two minimum payments causes the promotional offer to expire and the terms of the card to return to the standard agreement. During the Promotional Period, customers may earn up to 1% cash back on all other eligible retail purchases not in the categories as defined by TD Bank as dining, grocery, gas and bill pay purchases on which up to 5% rewards are earned. We do not determine whether merchants correctly identify and bill transactions as being made in each particular category. However, we do reserve the right to determine which purchases qualify for the 5% bonus cash back. Cash back will be awarded at the end of the cycle for purchases within a billing cycle. Within the promotional period applicable sale credits will be deducted from the bonus earned. Accounts must be in good standing to receive Promotion. This offer is only valid for new accounts. You must be at least 18 years of age.

Cash Rewards: After the Promotional Period, Cash Rewards customers may earn up to 1% cash back on eligible retail purchases charged to a TD Visa personal credit card account. Cash Rewards may be redeemed (applied) as credits to the account upon request (provided the Cash Rewards available for redemption (application) correspond to \$25 or more).

Balance transfers, cash advances, insurance premiums, fees, interest charges, disputed and unauthorized or fraudulent charges, purchases made by or for a business or for a business purpose, account refunds, rebates, and similar credits are not eligible for Cash Rewards. Program terms may change. Please telephone Customer Service at 1-888-561-8861 for details. Cash Rewards have no cash value except when redeemed in connection with the Cash Rewards program, and may not be used in place of payment of any portion of a required Minimum Monthly Payment or any other required payment on a credit card or other account owed to TD Bank. Rewards may not be transferred or assigned. The Cash Rewards program is administered by TD Bank, N.A.

IMPORTANT INFORMATION ABOUT THE TD PAYMENT PLUS PROGRAM:

When we receive qualifying payments of at least 5% of your Statement balance on or before the payment due date, you will receive a Payment Plus Statement credit. The Payment Plus Statement credit is calculated as follows: when you pay 5 to 9.99% of your current balance, you will receive a Statement credit worth 25% of your next month's interest charges; and when you pay 10% or more of your current balance, you will receive a Statement credit worth 50% of your next month's interest charges. The Payment Plus Statement credit will be applied to your Statement balance, and post to your Account on the Statement cycle date of your next Statement. Your Account must be open and in good standing to receive the Payment Plus credit. Qualifying payments do not include Payment Plus credits, other credits, adjustments, refunds or similar Account transactions. If your Account is in default, if you are in a forbearance plan, or if charging privileges have been revoked, you will not receive a Payment Plus credit.

The TD Payment PlusSM Visa[®] Credit Card is Powered by Paymentflex[®] Technologies, LLC. TD Bank, N.A. is an authorized user of Paymentflex[®] US Patents #5,933,817 and #6,836,764, and of the Paymentflex[®] registered trademark pursuant to license from Paymentflex[®] Technologies, LLC. TD Bank, N.A. is the card issuer/creditor of the credit card program described in this offer.

Acknowledgement

I have read and agree to the “**Important Credit Card Terms and Conditions**” for the TD Cash RewardsSM, Easy RewardsSM or Payment PlusSM VISA credit card, including the important rate, fee, and cost information. By submitting a credit card application to TD Bank, N.A., I agree to all terms and conditions of the Credit Card Agreement (a copy of which is available to me upon request and will be sent to me with my card if my application is approved), including TD Bank, N.A.'s right to change terms and add new terms to the credit card account at any time.

By activating a card or allowing an authorized person to activate or use a card or the Account, I personally agree to fully pay all amounts owed in connection with the Account as required by the Agreement. I also agree that the federal and state courts sitting in New Castle County, Delaware shall have exclusive jurisdiction over any judicial action or proceeding relating to or arising out of the credit card account or the Credit Card Agreement, and I agree to submit to the personal jurisdiction of such courts. I also agree to waive the right to a trial by jury. I agree that the account will only be used for lawful personal, family or household purposes. I am at least 18 years of age.

IMPORTANT NOTICE: I authorize TD Bank, N.A., its successors, assigns, employees and designated agents (together, "TD Bank"), to gather credit, employment and other information about me, including credit bureau reports, that TD Bank may deem necessary or appropriate in evaluating my application for credit. If my application is approved and credit is extended to me, I further authorize TD Bank to re-verify any or all of such information from time to time, including obtaining additional credit bureau reports, for any legitimate purpose in connection with such extension of credit, such as for the purpose of reviewing the account, increasing the credit line on the account, or for taking collection on the account, and to furnish information concerning my account to consumer reporting agencies and others who may properly receive that information. If I ask, I will be informed whether or not a consumer report was requested, and if a report was requested, I will be informed upon request of the name and address of the consumer reporting

agency that furnished the report. I agree that all credit card applications remain the property of TD Bank. By submitting a credit card application to TD Bank, I also certify that no essential information has been concealed and that no misrepresentations have been made on the application. If approved, I agree to the terms and conditions applicable to the Account for which I am approved. If I apply for and receive a TD Easy Rewards card, I also agree that TD Bank and Helix Global Solutions Inc. may share information about my account transactions with each other, for the purpose of administering and managing the Easy Rewards program.

If I have any questions, I may contact TD Bank at 1-888-561-8861.

TD Easy Rewards Business and TD Simply Flexible Business Important Business Credit Card Terms and Conditions

Rates, fees, and other important costs of the TD Easy RewardsSM Business and TD Simply FlexibleSM Business Credit Cards are disclosed below. Additional fees and account terms are described in the Credit Card Agreement (the "Agreement") that will be enclosed with the card if a card is issued. TD Bank, N.A. ("we," "us," "our," and "TD Bank") is the issuer of the TD Credit Cards. TD Bank may change terms disclosed below and in the Credit Card Agreement (together, the "Agreement") at any time subject to applicable law. For example, we may add new terms and fees before or after the Account is opened in accordance with the Agreement, based on information in your credit report, market conditions, or our business strategies. Based on our evaluation of your credit report and other factors, if approved for a TD Easy Rewards BusinessSM or Simply Flexible BusinessSM Card, you may receive a minimum credit line of \$500 or more.

The information about the costs of the cards described below is accurate as of July 1, 2011. This information may change after that date. To find out what may have changed (or to obtain a copy of the current Credit Card Agreement), please call TD Bank at 1-888-561-8861 or write to TD Card Services, P.O. Box 84037, Columbus, GA 31908-4037.

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	<p>Easy Rewards Business: 9.24% to 23.24%, based on your creditworthiness. All APRs will vary with the market based on the Prime Rate.</p> <p>Simply Flexible Business: Either</p> <p>9.24% For a monthly billing cycle in which a payment greater than or equal to the Minimum Monthly Payment due for the prior cycle, that is at least 10% of the account balance, is received by the Payment Due Date.</p> <p>16.24% For a monthly billing cycle in which a payment greater than or equal to the Minimum Monthly Payment due for the prior cycle, that is at least 5% and not more than 9.99% of the account balance, is received by the Payment Due Date.</p> <p>21.24% For a monthly billing cycle in which the Minimum Monthly Payment for the prior cycle that is less than 5% of the account balance is received by the Payment Due Date.</p> All available APRs will vary with the market based on the Prime Rate.
APR for Balance Transfers ¹	<p>Easy Rewards Business: 0% Introductory APR for 12 months after Account opening After that, your variable APR will be 9.24% to 23.24% based on your creditworthiness and other factors. All available APRs will vary with the market based on the Prime Rate.</p> <p>Simply Flexible Business: 0% Introductory APR for 12 months after Account opening After that,</p> <p>9.24% For a monthly billing cycle in which a payment greater than or equal to the Minimum Monthly Payment due for the prior cycle, that is at least 10% of the account balance, is received by the Payment Due Date.</p> <p>16.24% For a monthly billing cycle in which a payment greater than or equal to the Minimum Monthly Payment due for the prior cycle, that is at least 5% and not more than 9.99% of the account balance is received by the Payment Due Date.</p> <p>21.24% For a monthly billing cycle in which the Minimum Monthly Payment for the prior cycle that is less than 5% of the account balance is received by the Payment Due Date.</p> All available APRs will vary with the market based on the Prime Rate.
APR for Cash Advances ²	<p>23.24% This APR will vary with the market based on the Prime Rate.</p>
Penalty APR and When it Applies ³	<p>27.24% for all Purchase, Balance Transfer, and Cash Advance balances. This APR will vary with the market based on the Prime Rate. This APR may be applied to new and existing balances on your account if any required payment is 30 days past due.</p> <p>How Long Will the Penalty APR Apply? If your APRs are increased for this reason, the Penalty APR will apply until you make six consecutive minimum payments when due.</p>
How to Avoid Paying Interest on Purchases	Your due date is at least 25 days after the close of each billing cycle. We will not charge you interest on purchases if you pay your entire balance by the due date each month.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$1.00
For credit card tips from the Federal Reserve Board	To learn more about factors to consider when applying for or using a credit card, visit the website of the Federal Reserve Board at http://www.federalreserve.gov/creditcard .

Fees	
Annual Fees	None
Transaction Fees: <ul style="list-style-type: none"> • Balance Transfers¹ • Cash Advances² • Foreign Transactions³ 	<p>Either \$10 or 4% of the amount of each transfer, whichever is greater.</p> <p>Either \$10 or 5% of the amount of each cash advance, whichever is greater.</p> <p>3% of each transaction in U.S. dollars</p>
Penalty Fees: <ul style="list-style-type: none"> • Late Payment • Overlimit Fee • Dishonored Balance/ Convenience Check Fee • Returned Payment Fee 	<p>up to \$35</p> <p>\$39</p> <p>\$39</p> <p>\$39</p>

How We Will Calculate Your Balance: We use a method called “Average Daily Balance (including current transactions)”.

Loss of Introductory APR: If your payment is 30 days past due, you may lose your introductory APR and receive the APR for balance transfers which would apply to all balance transfer balances on the Account.

Annual Percentage Rate (APR) for purchases: is based on the Prime Rate as published in *The Wall Street Journal*. For exact pricing, please refer to the Cardmember Agreement.

Index: The APRs that apply to your Account are subject to change each Billing Cycle with changes to the Index. The Index is the Prime Rate (U.S.) published in the Money Rates section of *The Wall Street Journal*.

Margins: Easy Rewards Business - For Purchases and Balance Transfers, 5.99% to 19.99% will be added to the Prime Rate; for Cash Advances, 19.99% will be added to the Prime Rate. Simply Flexible – For purchases and Balance Transfers, 5.99%, 12.99% or 17.99% will be added to the Prime Rate; for Cash Advances, 19.99% will be added to the Prime Rate.

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

New York Residents may contact the New York State Banking Department to obtain a comparative listing of credit card rates, fees and grace periods. New York State Banking Department 1-800-518-8866

Unlawful Internet Gambling: “Restricted transaction” means a restricted transaction as defined in the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG and includes, without limitation, those transactions in which credit, electronic fund transfers, checks, or drafts are accepted by gambling businesses in connection with the participation by others in unlawful internet gambling. Restricted transactions are prohibited from being processed through your account or relationship with TD Bank. We reserve the right to block all such transactions. In the event that a charge or transaction described in this paragraph is approved and processed you will be liable for the charge.

¹ **Balance Transfers:** You may be able to transfer balances from eligible credit card accounts with higher Annual Percentage Rates to your TD credit card account. We may limit the number and types of credit card accounts from which we will allow Balance Transfers, and the times, manner, and circumstances in which Balance Transfers may be requested. All Balance Transfers are subject to the available credit limit for the TD credit card account. The minimum Balance Transfer amount is \$250 (plus the 4% Balance Transfer transaction fee). Balance Transfers may not be used to pay amounts that are owed to TD Bank. We will generally process Balance Transfer requests in the order we receive them or in the order listed in your request. It may take 2 to 4 weeks to process a Balance Transfer request after your account is opened. If the total amount of Balance Transfers requested exceeds the then-available credit limit for the

account, we may refuse to process the requested Balance Transfer(s). You should continue paying each of your creditors until a requested Balance Transfer appears on the applicable account statement sent to you by your creditor as a credit. Your other credit card account(s) will not be closed even if you transfer your entire balance(s). If you want to close an account, please contact the other creditor directly. Transfers requested with Convenience Checks are processed as Cash Advances, not as Balance Transfers. If you have a dispute with a creditor and pay that creditor with a Balance Transfer or Convenience Check, you may lose certain dispute rights with that creditor.

² **Cash Advances** obtained from a financial institution, an automated teller machine, or any other party that agrees to honor the credit card for cash advance purposes, and all Convenience Checks (including Convenience Checks used to transfer balances) posted to your account are considered Cash Advances.

³ TD Bank will impose a 3% foreign transaction fee on the converted U.S. Dollar amount of the transaction and any transaction made outside the U.S. Account transactions (including Purchases and Cash Advances) made in a foreign currency will be converted to U.S. Dollars by or on behalf of Visa U.S.A. Inc. (or any of its affiliates) using its currency conversion procedures and charges then in effect, as of the date on which the transaction is first posted to the VISA system.

Whenever your Minimum Monthly Payment is 30 days past due, we may increase the APR on the account to the Penalty APR for at least six (6) consecutive monthly billing cycles, starting with the billing cycle immediately following the billing cycle in which the default occurred. The Penalty APR will apply to all new and outstanding balances during those six consecutive monthly billing cycles, or, if later, until the beginning of the seventh monthly billing cycle after all events of default under the Agreement have been cured, no new events of default have occurred, and at least six (6) consecutive monthly payments have been received by us by no later than 5 p.m. Eastern Time on their payment due dates, together with the payment portion of the monthly billing statement. Provided nothing else occurs to cause the Penalty APR to continue, the Penalty APR will then end and the standard (non-introductory) APR(s) will apply.

Visa is a registered trademark and service mark of Visa International Service Association, and is used by TD Bank, N.A. pursuant to license from Visa U.S.A. Inc. TD Bank, N.A. is the card issuer/creditor of the credit card program described in these "Important Credit Card Terms and Conditions."

FOUR EASY OPTIONS TO MAKE SURE YOUR PAYMENT IS ON TIME:

- **Mail your payment, accompanied by your Statement's payment stub, to the following address:** TD Card Services, P.O. Box 23072, Columbus, GA 31902-3072; always allow time for us to receive your payment on or before the due date.
- **Schedule an online payment** at www.tdcardservices.com.
- **Pay in person directly** to a teller at a retail location.
- **Payments can be made over the phone at 1-888-561-8861.**

IMPORTANT INFORMATION ABOUT THE EASY REWARDS BUSINESS PROGRAM:

Customers may earn up to 5x rewards per dollar on eligible retail purchases in the categories as defined by TD Bank as office supplies, utilities, and many business-to-business purchases for the first 6 monthly billing cycles after the Account is first opened (the Promotional Period) unless an event occurs to cause the promotion not to apply. For example, missing only two minimum payments causes the promotional offer to expire and the terms of the card to return to the standard agreement. During the Promotional Period, customers may earn up to 1 point per dollar spent on eligible retail purchases not in the categories as defined by TD Bank as office supplies, utilities, and many business-to-business purchases on which up to 5X rewards are earned. We do not determine whether merchants correctly identify and bill transactions as being made in each particular category. However, we do reserve the right to determine which purchases qualify for the 5X bonus reward. Rewards will be awarded at the end of the cycle for purchases within a billing cycle. Within the promotional period applicable sale credits will be deducted from the bonus earned. Accounts must be in good standing to receive Promotion. This offer is only valid for new accounts. You must be at least 18 years of age.

Easy Rewards Business: After the Promotional Period, Easy Rewards Customers may earn up to 1 point per dollar on eligible retail purchases charged to a TD Bank Visa Credit Card Account. Points may be redeemed upon request at specified levels, for certain redemption options. To view a complete list of participating partners, go to www.tdbank.com/rewards. Balance transfers, cash advances, insurance premiums, fees, interest charges, disputed and unauthorized or fraudulent charges, account refunds, rebates, and similar credits, do not earn points. Program terms may change. Rewards are subject to availability. Your account must be open and in good standing in order to earn and/or redeem points. If your Account is closed for any reason, your membership in the Program will be terminated and the total balance of your accumulated points will be forfeited. You will also forfeit any unredeemed points if you cancel your Program membership or the Program is terminated. Easy Rewards points have no cash value except when redeemed in connection with the Easy Rewards program, and may not be used in place of payment of any portion of a required Minimum Monthly Payment or any other required payment on a credit card or other account owed to TD Bank. Rewards may not be transferred or assigned. The Easy Rewards program is administered and managed by Helix Global Solutions Inc. Please see www.tdbank.com/rewards for details.

If you apply for and receive a TD Easy RewardsSM VISA card, you agree that TD Bank and Helix Global Solutions Inc. may share information about your account transactions with each other for the purpose of administering and managing the Easy Rewards program.

The Easy Rewards program is administered and managed by Helix Global Solutions Inc. Helix Global Solutions Inc. is a leader in marketing and innovative customer-driven strategies. Helix Global Solutions Inc. is not affiliated with TD Bank, N.A. or Visa U.S.A. Inc., and is solely responsible for administering and managing the Easy Rewards program.

IMPORTANT INFORMATION ABOUT THE SIMPLY FLEXIBLE BUSINESS PROGRAM:

How does the TD Simply Flexible Business Visa card work?

Available exclusively through TD Card Services, you have the flexibility to select your standard Annual Percentage Rate (APR) based on your monthly payment. If you pay 10% or more of your outstanding balance, you will get the lowest available APR. If you pay 5-9.99%, you will get the middle tier APR. If you pay less than 5% of your balance, you will receive the highest APR.

The TD Simply Flexible BusinessSM Visa[®] Credit Card is Powered by Payment^{flex}[®] Technologies, LLC. TD Bank, N.A. is an authorized user of Payment^{flex}[®] US Patents #5,933,817 and #6,836,764, and of the Payment^{flex}[®] registered trademark pursuant to license from Payment^{flex}[®] Technologies, LLC. TD Bank, N.A. is the card issuer/creditor of the credit card program described in this offer.