

TD Visa[®] Go Card

Terms & Conditions and Disclosure Statement

I. Acceptance and Agreement to Terms & Conditions.

By purchasing, accepting or using a TD Go 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 Go Card issued by TD Bank, N.A. and purchased by You as the "Account Owner" or received by You as the "Cardholder." "You," "Your" and "Yourself" means any Account Owner and, except where the context indicates otherwise, any Cardholder. The Account Owner is the person who purchased the Card. The Cardholder is the person authorized by the Account Owner 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 the Account Owner agree to the Terms and Conditions on behalf of Yourself and any Cardholder. You the Account Owner agree to review the Terms and Conditions as well as any information received with the Card or available at tdbank.com/tdgocard including the TD Bank Privacy Notice, with any Cardholder and to educate or instruct them regarding Your wishes for their use of the Card and the TD Go Card Website. 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/tdgocard, for the most current Agreement.

II. Card Description.

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

III. Using Your Card & Maintenance.

The Account Owner must be at least eighteen (18) years of age and have a valid Social Security Number and valid U.S. address within the TD Bank footprint to purchase the Card. The Cardholder must be at least thirteen (13) years of age with a valid Social Security Number and valid U.S. address within the TD Bank footprint in order to be authorized to 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. Inactivity Fee. If You do not load funds or make purchases using the Card for twelve consecutive months, then on the first day of the 13th month from the last date You used the Card, We will charge the Card Account an Inactivity Fee of \$2.50 and for each month thereafter unless You begin using the Card again. Please be aware that the Inactivity Fee may consume the Card Account balance before the "Good Thru" date on the Card.

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

B. How You Can Use Your Card.

You are able to use the Card to:

1. Pay for purchases:
 - a. **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.
 - b. **By Personal Identification Number (PIN) at merchants.** To pay for purchases at merchants who accept Visa and have agreed to accept the 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 telephone banking services toll-free at **1-855-219-8050**, 24 hours a day, 7 days a week to obtain information about the amount of money You have remaining on Your Card Account. This information, along with a twenty-four (24) month history of Card Account activity is also available by accessing Our online services at **tdbank.com/tdgocard**.

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

Resale of the Card or giving Your Card to someone else is strictly prohibited. Do not give the Card to anyone other than the person whose name appears on the Card. 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 on Cards that have been resold.

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 options is through ACH debit transactions.

D. Use of Your Card, Your PIN and a Terminal. You will be automatically instructed to set a PIN when activating Your Card. The Cardholder’s personal information will be used to activate the Card. To activate the Card, connect to **tdbank.com/tdgocard** or call Us toll-free at **1-855-219-8050**. The Card and PIN are provided for Your use and protection, and You agree:

- Not to disclose the PIN or record it on the Card or otherwise make it available to anyone else;
- To use the Card, the PIN and any ATM or point of sale terminal as instructed;
- To promptly notify Us of any loss or theft of the Card and/or PIN; and
- To be liable for any transactions made by a person You authorize or permit to use the Card and/or PIN. If You permit someone else to use the Card, We will treat this as if You have authorized this person to use the Card and You will be responsible for any transactions initiated by such person with the 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/tdgocard** or call Us toll-free at **1-855-219-8050**.

E. Limitations. The Card will be limited by the total amount of funds in the 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 the 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 the Card any time before the Good Thru date on the Card, subject to certain restrictions set forth below. This will cause monies to be transferred into the Card Account. You may load the Card by any of the following methods: (i) TD Bank Visa Debit Card; and (ii) direct deposit of government benefits or from Your employer. Family and friends may also load the Card by any of these methods. “Family and friends” means someone You authorize to load value onto the Card by providing them Card enrollment access via email.

We reserve the right to delay the availability of funds loaded to the Card using any of these loading methods until such funds have cleared and posted to the Card Account.

- Funds loaded to the Card from Your TD Bank debit card will generally be available the same Business Day;
- Funds loaded to the Card using direct deposit will generally be available on the same Business Day We receive the transfer;

You may not make deposits to the Card at ATMs. “Business Day” means any day that is not a weekend and is not a federal banking holiday.

We may take longer than described above to make funds available to You if there is a technical or system error or if We believe that the funds in the Card Account have been used or loaded illegally or in a manner that presents a fraud or security risk. In addition, if the 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 the Card for 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 the 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 the Card is not a payroll card and TD Bank does not contract with Your employer to fund the Card Account, You must elect to receive direct deposit of Your wages on the 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 the Card Account accessed by the 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 the Card Account.
- 2. Direct Deposit of Government Benefits.** If allowed by the applicable government agency, You may elect to receive direct deposit to the 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 dollars (\$20.00) and the maximum is five hundred dollars (\$500.00). You may load up to five hundred dollars (\$500.00) per seven (7) days on Your Card, not to exceed two thousand dollars (\$2,000.00) per thirty (30) days. Your maximum Card value at any time is two thousand dollars (\$2,000.00).
- I. Limitations on Dollar Amounts of Withdrawals.** You will be limited to the lesser of Your available balance or a total of sixty dollars (\$60.00) in cash withdrawals per ATM transaction per week. 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 the 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 two thousand dollars (\$2,000.00) per transaction. Further, You are limited by the total amount of funds in the 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 the 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 the Card has enough funds to cover Your final purchase amount. Only the actual amount spent will be deducted from the 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 **1-855-219-8050** 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 the Card and may be charged to the Card. You authorize Us to deduct the charge from the Card, as applicable.

A. Cardholder Fees. The following fees will apply until amended:

Card Enrollment Fee	\$4.95
TD Bank Debit Card Load Card Fee	\$1.00
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 ¹	\$5.00
Inactivity Fee (after 12 months of inactivity) ²	\$2.50 per month
International Transaction Fee ³	\$0.00

B. Charges for Using the 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. Payments From Card Use. Each time You use the Card, the amount of the transaction will be deducted from the Card Account associated with the Card. You are not allowed to exceed the balance available on the Card by any individual or series of purchases or cash withdrawals. Nevertheless, if the balance on the 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 the Card. You agree that We may automatically deduct (offset) the amount of any such overdraft from current or future transfers of funds to the Card Account.

- B. Card Expiration ('Good Thru' date); Renewal.** Subject to applicable law, You may use the Card only through its 'Good Thru' date. If You attempt to use the 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 the Card after the 'Good Thru' date and the Card is in good standing (for example, the 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 **1-855-219-8050**. Any fees or charges owed to Us must be collected before liquidating and closing the Card.
- C. Termination of Your Card by You.** You may terminate the Card and Card Account at any time online at **tdbank.com/tdgocard** or by calling Us toll-free at **1-855-219-8050**. You may remove balances remaining in the Card Account via a purchase transaction, ATM withdrawal or by directing the balance back to Your payment card that funded the Card Account. You may also call Us if You need a paper check issued to you for the amount remaining in the Card Account.
- D. Suspension or Termination of the Card by Us.** We may temporarily suspend or permanently terminate the 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 the Card and Card Account, You can call Us toll-free at **1-855-219-8050** to collect any remaining funds, unless We are prohibited by law from returning any remaining funds.
- E. Inactive Cards; Unclaimed Property.** If the Card has a zero or negative balance, We may, at Our option, cancel the Card without notice. If We have no record of Card activity for several years, applicable law may require Us to report the balance on the Card as unclaimed property. If this occurs, We may try to locate the Account Owner at the address shown in Our records. If We are unable to locate You, We may be required to deliver any value remaining on the Card to the state 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 the Card at an electronic terminal or ATM unless Your transaction totals fifteen dollars (\$15.00) or less. In addition, Your transactions will be listed on the online transaction history.
- B. Online Transaction History.** We will make available to You at Our TD Go Card website a continuing transaction history showing all Card activity for up to twenty-four (24) 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 the Card during the available history period. An electronic statement will be available to view or print at any time online at **tdbank.com/tdgocard**. You also have the right to obtain twenty-four (24) months of written history of Card Account transactions by calling Us toll-free at **1-855-219-8050**, or by writing Us at TD Go Card Cardholder Services, P.O. Box 1377, Lewiston, ME 04243. You will not be charged a fee for this information, unless You request it more than once per month. If You request this information more than once per month, then We will charge You a \$5.00 fee for this information.

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 the Card Account, such as alerts if the funds in the 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 **1-855-219-8050**.

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 the Card Account to complete the transaction through no fault of Ours;
- The funds in the Card Account are subject to legal process or other encumbrances restricting transfer;
- The ATM has insufficient cash to complete the transaction;
- The 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 the Card, please review online at tdbank.com/tdgocard or call the toll-free number at **1-855-219-8050** to verify Your Card Account Balance prior to attempting to make a cash withdrawal or a purchase.

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 **1-855-219-8050**.
- B. Refunds from Merchants.** If You are entitled to a refund for any reason for goods or services obtained with the Card, You agree to accept credits to the Card in place of cash.
- C. Stop Payment Request.** If You have Recurring Pre-authorized Visa Card Payments made from Your Card Account on a regular basis, You can request a stop pay by calling Customer Service toll free at **1-855-219-8050**. To be effective, a Stop Payment request must be received at least three (3) Business Days prior to the regularly scheduled payment date. Your Stop Payment request will be effective after the request has been received by Us and We have had a reasonable opportunity to act on it. If You order Us to stop one of these payments three (3) Business Days or more before the transfer is scheduled, and We do not do so, We will be liable for Your losses or damages.

IX. Zero Liability for Visa Signature Transactions.

Zero Liability Policy. Visa's Zero Liability Policy does not apply to certain commercial card and anonymous prepaid card transactions or transactions not processed by Visa. Cardholders must take care in the protection of their Card and notify TD Bank immediately of any unauthorized use. For additional details 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 the Card, call Us toll-free at **1-855-219-8050** or write Us at Cardmember Support Services, Dispute Processing, P.O. Box 636001, Highlands Ranch, CO 80163-6001 as soon as You can, if You believe an error has occurred in Your Card Account. We must allow You to report an error until sixty (60) days after the earlier of the date You electronically access Your Card Account, or the error could be viewed in Your electronic history, or the date we sent the FIRST written history on which the error appeared. You may request a written history as set forth in Section VI Verification of Transactions.

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.
- 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 within ten (10) Business Days 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 **1-855-219-8050**. 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. 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. If We ask You to put Your dispute or question in writing, and if We do not receive written confirmation of Your oral notice within fourteen (14) days, We may not provisionally credit Your payment facility.

For errors involving new Card Accounts, point of sale, or foreign-initiated transitions, We may take up to ninety (90) days to investigate Your complaint or question. For new Card Accounts, We may take up to twenty (20) Business Days to credit the Card Account for the amount You think is in error.

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.

If You need more information about Our error-resolution procedures, call us at **1-855-219-8050**.

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 TD Go Card. 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 the Card, and most disputes between You and Us will be subject to individual arbitration. This means that: (I) Neither a court nor a jury will resolve any such dispute; (II) You will not be able to participate in a class action or similar proceeding; (III) less information will be available; and (IV) 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: (I) 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 (II) 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, New Jersey 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: (I) the substantive law, consistent with the FAA, which would apply if the matter had been

brought in court, (II) this Section, and (III) 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, New Jersey 08034, ATTN: ARBITRATION REJECTION. This is the only way You can reject this Section.

XIV. Guide to Visa Buxx Benefits.

A. Purchase Security

Notice: The Purchase Security benefit applies only to Visa signature or PIN transactions made with Your TD Go Card and not to ATM transactions or PIN transactions not processed by Visa.

1. What is the effective date?

This benefit is effective for eligible purchases made as of the date of Card enrollment through the Good Thru date that is embossed on the Card.

2. What is the Purchase Security benefit?

Subject to the Benefit Limits and within the first ninety (90) days of the date of purchase, Purchase Security will, at the Benefit Administrator's discretion, replace, repair, or fully reimburse You for the amount debited from Your TD Go Card for eligible items of personal property purchased with the TD Go Card in the event of theft, or damage caused by the Eligible Events. See #5 below for Eligible Events.

3. What are the benefit limits?

Each claim is subject to the maximum of the amount debited from the Card or five hundred dollars (\$500.00), whichever is lower. The maximum benefits payable per calendar year is one thousand dollars (\$1,000.00). Purchase Security is supplemental to, and in excess of, any valid and collectible insurance and reimbursement from any other source.

4. Who is eligible for this benefit?

To be eligible for this benefit, You must be a Cardholder of an eligible U.S.-issued TD Go Card. Only purchases made by the Cardholder will be covered.

5. What items are covered by Purchase Security?

Your eligible purchases are protected against damage due to the following Eligible Events:

- Fire, smoke, lightning, explosion, riot or vandalism.
- Windstorm, hail, rain, sleet or snow.
- Aircraft, spacecraft or other vehicles.

- Theft (except from autos or motorized vehicles).
- Accidental discharge of water or steam from household plumbing.
- Sudden accidental damage from electric current. (This benefit does not apply to electronic components.)

6. What items are not covered?

- Animals and living plants.
- Antiques and collectible items.
- Boats, aircraft, automobiles, and any other motorized vehicle and their motors, equipment or accessories, including trailers and other items that can be towed by or attached to any motorized vehicle.
- Broken items, unless damage is the result of a covered occurrence.
- Computer software.
- Items damaged as a result of weather other than lightning, wind, hail, rain, sleet or snow.
- Items purchased for resale, professional or commercial use.
- Items stolen from automobiles and other vehicles or common carriers.
- Items that are lost or that mysteriously disappear. "Mysterious Disappearance" means the vanishing of an item in an unexplained manner where there is an absence of evidence of a wrongful act by a person or persons.
- Items under the care and control of a common carrier (including U.S. Postal Service, airplanes or delivery service).
- Items including, but not limited to, jewelry and watches from baggage unless hand-carried and under Your personal supervision, or under the supervision of Your traveling companion who is previously known to You.
- Theft or damage resulting from abuse, fraud, hostilities of any kind (including, but not limited to, war, invasion, rebellion, insurrection, or terrorist activities), confiscation by the authorities, risks of contraband, illegal activities, normal wear and tear, flood, earthquake, radioactive contamination or damage from inherent product defects.
- Theft or damage resulting from misdelivery or voluntary parting with property.
- Medical equipment.
- Perishables, consumables including, but not limited to, perfumes and cosmetics and limited-life items such as rechargeable batteries.
- Real estate and items which are intended to become part of real estate including, but not limited to, items that are hard-wired or hard-plumbed, garage doors, garage door openers and ceiling fans.
- Rented or leased items, or items purchased on an installment plan and for which the entire purchase price was not paid in full at the time of the occurrence.

- Traveler's checks, cash, tickets, credit or debit cards, and any other negotiable instruments.
- Used or pre-owned items.

7. Are gifts covered?

Yes, as long as You, the Cardholder, purchased the gift with Your eligible TD Go Card and it meets the terms and conditions of the benefit.

8. Are purchases made outside the U.S. covered?

Yes, as long as You, the Cardholder, purchased the item with Your TD Go Card and the eligible item meets the terms and conditions of the benefit.

9. Do I need to register my purchases?

No. Your eligible purchases are automatically covered.

10. Do I need to keep copies of receipts or any other records?

Yes. If You want to file a claim, You will need copies of Your TD Go Card receipt and Your store receipt that clearly identifies that the eligible purchase was made using the TD Go Card.

11. How do I file a claim?

Call the Benefit Administrator at **1-800-553-4820** (or call collect **1-303-967-1096**) within sixty (60) days of theft or damage. Please note: if You do not give such notice within sixty (60) days after the theft or damage Your claim may be denied. The representative will ask You for some preliminary claim information and send You the appropriate claim form. This claim form must be completed, signed and returned with all the requested documentation within ninety (90) days from the date of theft or damage.

Gift recipients of eligible items may also handle the claim process if You wish. However, the gift recipient must provide all of the documents necessary to fully substantiate the claim.

12. What documents do I need to submit with my claim?

- Your completed and signed claim form.
- Your TD Go Card receipt.
- Your TD Go Card statement and/or a photocopy of the front of Your TD Go Card.
- The itemized store receipt that clearly identifies that the eligible item was purchased using the TD Go Card.
- A police report (made within forty-eight (48) hours of the occurrence in the case of theft), fire, insurance claim, or loss report, or other report sufficient to determine eligibility for benefits.
- A copy of Your insurance declaration page, when applicable.
- Any other documentation deemed necessary to substantiate Your claim.
- Documentation (if available) of any other settlement of the theft or damage.

- All claims must be fully substantiated as to the time, place, cause and amount of damage or theft. In most cases You will be asked to send in, at Your expense, the damaged item to substantiate a claim. Retain the item in the event it is requested by the Benefit Administrator.

13. How will I be reimbursed?

Provided that the terms and conditions of the benefit have been met, and depending on the nature and circumstances of the incident, the Benefit Administrator, at its discretion, may choose to discharge Your claim in either of two ways:

- The damaged item (whether wholly or in part) may be repaired, rebuilt or replaced. The lost or stolen item may be replaced. If the item is to be repaired, rebuilt or replaced, You usually will be notified of the decision within fifteen (15) days following receipt of the required proof of theft/ damage documentation.
- You may be reimbursed for the amount debited from Your eligible TD Go Card for the eligible item as recorded on Your eligible TD Go Card receipt up to a maximum of five hundred dollars (\$500.00) per claim occurrence, less shipping and handling charges, and one thousand dollars (\$1,000.00) per year per eligible Cardholder.

Under normal circumstances, reimbursement will take place within five (5) business days of receipt and approval of all required documents. In either case, the Benefit Administrator's payment, replacement or repair made in good faith will discharge the obligation under the benefit.

14. Do I have to file with my insurance company?

Yes, if You have insurance (e.g. business owner's, homeowner's, renter's or automobile) or if You are covered by Your employer's insurance, You are required to file a claim with Your own insurance company and to submit a copy of any claim settlement from Your insurance company, along with Your claim form. In some cases, where the claim amount is within Your personal insurance deductible, a copy of Your personal insurance policy declaration page may be sufficient at the option of the Benefit Administrator.*

*** NOTE:** Purchase Security is supplemental to, and in excess of, any valid and collectible insurance and reimbursement from any other source. That means it does not duplicate, but pays in excess of, valid and collectible insurance or indemnity (including, but not limited to, homeowner's, renter's, automobile or employer's insurance policies). After all insurance or indemnity has been exhausted, Purchase Security will cover the theft or damage up to the amount charged to Your eligible TD Go Card and subject to the terms, exclusions and limits of liability of the benefit. Purchase Security will also pay for the outstanding deductible portion of Your insurance or indemnity for eligible claims. The maximum limit of liability

is five hundred dollars (\$500.00) per claim and one thousand dollars (\$1,000.00) per year per Cardholder. You will receive no more than the purchase price as recorded on the eligible TD Go Card receipt. Where a protected item is part of a pair or a set, You will receive no more than the value (as described herein) of the particular part or parts, stolen or damaged, regardless of any special value that the item may have as part of such a pair or set, nor more than the proportionate part of an aggregate purchase price of such pair or set. Purchase Security is not "contributing" insurance, and this "non-contribution" provision shall take precedence over "non-contribution" provisions found in other insurance or indemnity descriptions, policies or contracts.

Additional Provisions for Purchase Security: This protection provides benefits only to the Cardholder of the TD Go Card and to whomever receives the eligible gifts the Cardholder purchases with their eligible TD Go Card. The Benefit Administrator reserves the right to contact TD Bank to identify the Cardholder as eligible for this benefit.

You shall use due diligence and do all things reasonable to avoid or diminish any loss or damage to property protected by this benefit. This provision will not be unreasonably applied to avoid claims.

If You make any claim knowing it to be false or fraudulent in any respect including, but not limited to, the cost of repair services, no coverage shall exist for such claim and Your benefits may be canceled. Each claimant agrees that representations regarding claims will be accurate and complete. Any and all relevant provisions shall be void in any case of fraud, intentional concealment, or misrepresentation of material fact.

Once You report an occurrence, a claim file will be opened and shall remain open for six (6) months from the date of the damage or theft. No payment will be made on a claim that is not completely substantiated in the manner required by the Benefit Administrator within six (6) months of the date of theft or damage.

After the Benefit Administrator has paid Your claim, all Your rights and remedies against any party in respect to this theft or damage will be transferred to the Benefit Administrator to the extent of the payment made to You. You must give the Benefit Administrator all assistance as may reasonably be required to secure all rights and remedies.

No legal action for a claim may be brought against Visa until sixty (60) days after Visa receives proof of loss. No legal action against Visa may be brought more than two (2) years after the time for giving proof of loss. Further, no legal action may be brought against Visa unless all the terms to the benefit have been complied with fully.

This benefit is provided to eligible TD Go Card Cardholders at no additional cost. The terms and conditions contained in this Guide to Benefits may be modified by subsequent endorsements. Modifications to the terms and conditions may be provided via additional Guide to Benefits mailings, statement inserts or statement messages. The benefit described in this Guide to Benefits will not apply to TD Go Card Cardholders whose accounts have been suspended or canceled.

Termination dates may vary by financial institutions. Visa and/or TD Bank, N.A. can cancel or non-renew the benefit for eligible TD Go Card Cardholders, and if they do, they will notify You at least thirty (30) days in advance. This information is a description of the benefit provided to You as a TD Go Card Cardholder. It is insured by Indemnity Insurance Company of North America.

For general questions regarding the benefit, call the Benefit Administrator at 1-800-553-4820 or call collect at 1-303-967-1096.

B. Roadside Dispatch.

For roadside assistance, call **1-800-847-2869**.

What is Roadside Dispatch?

Roadside Dispatch is a pay-per-use roadside assistance program. The program provides you with security and convenience wherever your travels take you.

No membership or pre-enrollment is required. No annual dues. No limit on usage.

For a set price per service call, the program provides:

- Standard Towing – Up to 5 miles included⁴
- Tire Changing – must have good, inflated spare
- Jump Starting
- Lockout Service (no key replacement)
- Fuel Delivery – up to 5 gallons (plus the cost of fuel)
- Standard Winching

Roadside Dispatch will ask you where you are, what the problem is, and while we remain on the phone we will arrange a dispatch to a reliable tow operator or locksmith to provide help. (If you feel you are in an unsafe location – we will advise you to hang up and dial 911. If you are not able to dial 911, we will call the non-emergency police number in your area, and will remain on the phone with you at your request until the police arrive.) You have the convenience of one toll-free phone number and you may save money because our rates are pre-negotiated.

Dependable roadside assistance, 24 hours a day, 7 days a week has never been easier. No membership or pre-enrollment is required. Just call us toll-free when you need us.

1-800-847-2869 ~ it's that easy!

Note: A set price per service call does apply, callers will be notified of pricing prior to any service dispatch. Service call fees are subject to change at any time. Customers must pay service provider for mileage over 5 miles. A secondary unit being towed behind is not included but can be accommodated for an additional fee. Standard Winching applies within 100 feet of paved or county maintained road only. Additional fees may apply for winching services under certain circumstances. This program may be discontinued at any time without prior notice. Program void where prohibited.

Additional Terms: Service providers supplying emergency roadside assistance and towing are independent contractors and are solely liable for their services. Neither Visa nor TD Bank, N.A. shall have any responsibility or liability in connection with the rendering of the service. Emergency roadside assistance and towing may not be available in areas not regularly traveled, nor in other "off road" areas not accessible by ordinary towing vehicles. Weather conditions, time of day, and availability of service may affect assistance responses. Expectations for dispatch are set with the customer on every call, and an expected estimated time of arrival is provided to the customer regardless of their location; however, neither Visa nor TD Bank, N.A. provides any assurances as to the ability of the Service Provider to meet such estimates. You are responsible for any roadside assistance or towing charges incurred by facilities responding to your request even if you are not with your vehicle or your vehicle is gone upon their arrival. Services provided by United States Auto Club, Motoring Division, Inc.

C. Travel and Emergency Assistance Services.

1. What are Travel and Emergency Assistance Services?

Help when You don't know where to turn. You can count on a wide range of Visa emergency services available whenever and wherever You need them, 24 hours a day, 365 days a year. Visa will make every reasonable effort to respond when You have an emergency—even if You need assistance beyond the services listed here. Please understand that, due to occasional problems such as distance, location, or time, neither Visa nor its service providers can be responsible for the availability, use, cost, or results of any medical, legal, transportation, or other service.

2. Who is eligible for Travel and Emergency Assistance Services?

You, Your spouse, and Your children [provided the children are dependents under twenty-two (22) years old] may all take advantage of these special emergency services.

3. How do I get these services?

They're as close as the nearest phone. You simply call the Benefit Administrator at **1-800-992-6029** any hour of the day or night. If You are outside the United States, call collect at **1-804-673-1675**.

4. Is there a charge for these services?

No. Visa Travel and Emergency Assistance Services are available to eligible Visa Cardholders at no additional charge.

Please note: Visa Travel and Emergency Assistance Services provide assistance and referral only. You are responsible for the cost of any actual medical, legal, transportation, cash advance, or other services or goods provided.

5. What are the specific services and what do they provide?

Visa Travel and Emergency Assistance Services will put You in touch with the appropriate emergency services should the need arise. Here are some of the ways Visa can help:

- **Emergency Message Service** can record and relay emergency messages for travelers, immediate family members, or business associates. **NOTE:** Visa will use reasonable efforts to relay emergency messages in accordance with benefit guidelines and limitations, but cannot take responsibility for the failure to transmit any message successfully.
- **Medical Referral Assistance** provides medical referral, monitoring, and follow-up. The Benefit Administrator can give You names of English-speaking doctors, dentists, and hospitals; assign a doctor to consult by phone with local medical personnel, if necessary, to monitor Your condition, keep in contact with Your family, and provide continuing liaison; and help You arrange medical payments from Your Visa or personal account. **NOTE:** All costs are Your responsibility.
- **Legal Referral Assistance** can arrange contact with English-speaking attorneys and with U.S. embassies or consulates if You're detained by local authorities, have a car accident, or need legal assistance. In addition, the Benefit Administrator can coordinate bail payment from Your Visa or personal account. The Benefit Administrator can also follow up to make sure bail has been properly handled. **NOTE:** All costs are Your responsibility.
- **Emergency Transportation Assistance** can help You make all the necessary arrangements for emergency transportation home or to the nearest medical facility. This even includes arranging to bring Your young children home and staying in contact with family members or employers. In the case of a death, the Benefit Administrator can make arrangements for returning the remains of the deceased home. **NOTE:** All costs are Your responsibility.
- **Emergency Ticket Replacement** helps You with the carrier's lost ticket reimbursement procedures if You should lose Your ticket and can arrange delivery of a replacement ticket to You. **NOTE:** All costs are Your responsibility.
- **Lost Luggage Locator Service** can help You through the common carrier's claim procedures or can arrange shipment of replacement items if an airline or common carrier

loses Your checked luggage. The Benefit Administrator can also arrange a cash advance with Your Visa issuing bank. However, You are responsible for the cost of any replacement items shipped to You.

- **Emergency Translation Service** provides telephone assistance in all major languages and helps find local interpreters, if available, when You need more extensive assistance. **NOTE:** All costs are Your responsibility.
- **Prescription Assistance and Valuable Document Delivery Arrangements** can help You get prescriptions filled or replaced, subject to local laws, and can even arrange pickup and delivery of prescriptions filled for You at local or nearby pharmacies. It can also help transport critical documents which You may have left at home or elsewhere. **NOTE:** All costs are Your responsibility.
- **Pre-Trip Assistance** can give You information on Your destination before You leave – information such as ATM locations, currency exchange rates, weather reports, health precautions, immunizations, and required passport visas.

6. Additional Provisions for Travel and Emergency Assistance Services. The benefit described in this Guide to Benefits will not apply to Visa Cardholders whose accounts have been suspended or canceled. The terms and conditions contained in this Guide to Benefits may be modified by subsequent endorsements. Modifications to the terms and conditions may be provided via additional Guide to Benefits mailings, statement inserts, or statement messages.

For general questions regarding this benefit, call the Benefit Administrator at 1-800-992-6029. If You are outside the United States, call collect at 1-804-673-1675.

XV. 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/tdgocard**. 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 Go 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 Go 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. Mobile, Digital, or Other Electronic Wallets.** The use of Your Card in a mobile, digital, or other electronic wallet may be subject to additional Terms and Conditions from TD Bank that may be disclosed in the wallet. By adding, attempting to add, or keeping Your Card in a mobile, digital, or other electronic wallet, You agree to be bound by any additional Terms and Conditions from TD Bank that are applicable to such wallet, which may amend this Agreement.
- D. Assignments.** Your Card and Your obligations under this Agreement may not be assigned. We may transfer Our rights under this Agreement.
- E. 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.
- F. No Waiver of Our Rights.** We do not give up Our rights by delaying or failing to exercise them at any time.
- G. 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.
- H. 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.
- I. 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/tdgocard.
- J. 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.
- K. 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.

L. Telephone Calls & Collection. We or Our agents may monitor and/or record Your telephone calls.

M. 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®

¹We will not charge this fee for the first request for a paper statement within a one month period. We will charge this fee for requests made more than once in a calendar month. If You request and We provide You a paper statement for a period more than twenty-four (24) months before the date of Your request, then We will charge this fee, regardless of whether this is a first request for this statement within a one month period.

²The Inactivity Fee is a monthly fee that begins on the first day of the 13th month from the last activity date. The Inactivity Fee will reduce the Card Account balance and may consume the balance before the 'Good Thru' date on Your Card. If the Card Account reaches a zero or negative balance, We may terminate the Card Account and You will no longer be able to use the Card.

³TD 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.

⁴Any vehicle with wheels is covered under the program as long as it can be classified as 'Light Duty'. 'Light Duty' vehicles are vehicles that weigh 10,000 lbs. or less. Vehicles weighing more than 10,000 lbs. are considered 'Medium Duty' or 'Heavy Duty' and are NOT covered under this program.