Annual Interest Rates	**† Promotional Rates:** **Balance Transfers: 3.99%** This Promotional Rate will remain in effect for **10** billing cycles from the date your Account is opened (the**"Promotional Period"**) for balance transfers made during the Promotional Period. The Promotional Rate will increase following the Promotional Rate expiry or if you are late making any Minimum Payment and any remaining balances will become subject to the then applicable Standard Rate. **Standard Rates:** **Purchases: 19.49%** **Cash advances (including balance transfers and access cheques):19.49%** **Default Rates:** If your Minimum Payment is late more than once within **12**consecutive billing cycles, the Standard Rate(s) that apply to your account at that time will increase by **5.00%** following the late Minimum Payment that caused the increase. If you pay each Minimum Payment on time for **12**consecutive billing cycles following the rate increase, the Standard Rate(s) that apply to your account at that time will decrease by **5.00%** on the first day of the next billing cycle.
Interest-free Grace Period	You will not be charged interest on each new purchase for a minimum grace period of **21** days if you pay the new balance total in full by the Due Date for the account statement on which each new purchase first appears. You will always be charged interest on cash advances (including balances transfers and access cheques) from the date such transactions occur.
Minimum Payment	The Minimum Payment must be received by us by the Due Date appearing on your account statement. The Minimum Payment will be **3.00%** of the new balance total on the account statement or **$10.00**, whichever is greater, plus any amount past due. If your new balance total is less than**$10.00**, the Minimum Payment will equal the new balance total. If the Account has been cancelled or terminated, or it has expired without renewal, you must immediately pay the entire balance owing on the Account.

Foreign Currency Conversion	All transactions and payments made in a foreign currency will be converted to Canadian dollars. Transactions will be converted at a rate equivalent to MasterCard's benchmark rate in effect on the date that we process the transaction, plus an amount equal to **2.5%** of the transaction amount after it has been converted. Payments will be converted into Canadian dollars at a rate equivalent to the Bank of Canada rate reported at the close of business on the day immediately preceding the date that we process the payment, plus an amount equal to **2.5%** of the foreign currency payment amount.
Annual Fees	**Gold CHOICE REWARDS MasterCard® Credit Card** Annual Fee: **$120** Additional Card Annual Fee: **$0** Your Annual Fee will be posted on your first statement after the opening of your account if/when the application is approved, whether your card or other credit device is activated or not. If there is an Additional Card Annual Fee associated with the account, it will be applied on the account statement for the billing cycle immediately following the issuance of the additional card (on a prorated basis if the next anniversary date of the account being opened will be less than one year from the fee being applied). Thereafter, the Annual Fee and the Additional Card Annual Fee, if any, will be applied on each anniversary date of the Account being opened.
Other Fees	To be charged on the day the transaction or event occurs (unless otherwise indicated): **Transaction Fees:** Cash advances (including balance transfers and access cheques): Automated teller machine (**"ATM"**):**$2.00** in Canada; **$3.50** outside Canada Over-the-counter cash (**"OTC"**): **$4.00**in Canada; **$4.85** outside Canada Cash equivalents: **There is no fee.** Balance transfers (including transfers of funds to a bank account): **1.00%** of amount advanced

	(minimum fee **$7.50**) Access cheques: **1.00%** of amount advanced (minimum fee **$7.50**) **Account Fees:** Over the credit limit (to be charged on the last day of the billing cycle in which the over limit occurred): **$25.00** per billing cycle Dishonoured cheque: **$20.00** per occurrence NSF Access cheque: **$20.00** per occurrence Account statement reprints: **$2.00** for each of the **6** most recent monthly statements. **$5.00** for each monthly statement older than **6** months Disputed transaction: **$10.00** for each disputed posted transaction proven to be valid. If the transaction is proven to be invalid then no charge will be applied

TERMS AND CONDITIONS OF OFFER AND PRIVACY TERMS

TERMS AND CONDITIONS OF OFFER

This offer is only available to residents of Canada who are of the age of majority in the province or territory in which they reside. The Toronto-Dominion Bank ("**we**", "**us**", "**our**", the "**Bank**", and together with our affiliates "**Bank Group**") reserves the right, as the issuer of the credit card, to withdraw this offer at any time, even if accepted by the applicant ("**you**" or "**your**"), and to decline to establish a credit card account for you if we become aware that any information provided in this application or otherwise is inaccurate, or there has been an adverse change in your financial position.

You hereby request, and consent to, the opening of a credit card account in your name for the product offered or selected on the basis of the information provided in this application or otherwise, or such other account as we may approve, and consent to us sending you renewals, substitutes or replacements periodically ("**Account**"). For purposes of this application, "CUETS Financial" means the division of the Bank operating as CUETS Financial.

If we are unable to fulfill your request to establish an Account, then you expressly authorize us to contact you to discuss other products available to you. If your application is approved, you agree to be bound by and comply with the terms and conditions of the Account (collectively, the "**Account Agreement**"), including without limitation, the agreement, disclosure statement, CUETS Financial Privacy and Personal Information Protection Notice ("**CUETS Financial Privacy Notice**") and other disclosure documents, which may be amended from time to time, with current copies being sent to you upon approval. You agree that if you sign your credit card or use your Account, it will mean that you have requested, consented to and received the credit card or other credit device, Account and the Account Agreement, and that you understand and agree with such terms and conditions. You agree that you will be liable for all transactions on the Account, including transactions made by any individual you have granted the right to use or access your Account ("**Authorized User**"), whether or not you had notice of the transactions.

To be eligible for an Account, you must have been and must presently be current with all of your creditors; there must not be any liens or judgments against you personally or professionally; and you must not be nor have been bankrupt or had any part of an account written off by a creditor as not collectible. You further understand that if you are approved for an Account, the amount of credit will be based upon your level of income and creditworthiness, as determined by us at our discretion. If we have received your response to any offer from us within the past 90 days, we may consider this application a duplicate request for credit and respond to whichever of those applications we choose. Existing cardholders may not qualify for an additional Account.

You also acknowledge that: (i) any transaction is between you and CUETS Financial; (ii) if you or an Authorized User uses the Account, royalty payments may be paid to your credit union/caisse populaire/financial institution at no cost to you and (iii) that your credit union/caisse populaire/financial institution may not require, as a condition of any transaction, that you transact other business with the credit union/caisse populaire/financial institution or with CUETS Financial.

✪ BALANCE TRANSFERS

Balance transfers will be fulfilled in the order listed and are treated as cash advances in accordance with your Account Agreement. The total value of balance transfers cannot exceed your authorized credit limit. If the value is greater, CUETS Financial may send a partial payment to the named creditor/designated account. **THERE WILL BE A TRANSACTION FEE EQUAL TO 1.00% OF THE DOLLAR AMOUNT OF EACH BALANCE TRANSFER INITIATED WITH THIS APPLICATION. A MINIMUM FEE OF $7.50 WILL APPLY TO EACH BALANCE TRANSFER TRANSACTION.** A balance transfer may not be used to pay off or down your account balance or any other balances with us or any of our affiliates.

OTHER IMPORTANT INFORMATION

**Certain restrictions and conditions may apply to this benefit and others described in the materials sent soon after your Account is opened.

~ As a MasterCard credit card cardholder, you will receive the benefit of Zero Liability in the event of the unauthorized use of your Canadian-issued MasterCard credit card. Zero Liability is provided under specific conditions. For more information, visit mastercard.ca/zero-liability.html.

LANGUAGE PREFERENCE

§ You agree that if no language preference box is checked, you have expressly requested that any agreement and other documents and correspondence related to this application and any credit device and Account approved be drawn up in English only. / Vous convenez que si acune case de préférence de langue n’est cochée, vous avez expressément demandé que toute convention et tout autre document et correspondance se rattachant à cette demande, et à tout instrument de crédit et Compte approuvés soient rédigés en langue anglaise.

‡ These are highlights of the credit card rewards program (the “**Program**”) associated with this credit card account. Points will be awarded on eligible transactions charged to your account as set out in the Program terms and conditions. Complete terms and conditions describing Program eligibility, accrual and redemption of points, and other important conditions, limitations and restrictions will be sent after your account is opened. Please read the terms and conditions carefully upon receipt.

†† To qualify for this offer, a member must apply and be approved for the specific credit card account described in the offer. Please allow 8 - 10 weeks from the date the new account is opened for the bonus points to be posted to your points account. Limit one-time bonus point offer (no cash value) per new account. This promotion is offered by CUETS Financial and may be amended or cancelled at any time without notice.

PRIVACY TERMS FOR CUETS FINANCIAL MASTERCARD CREDIT CARD APPLICANTS AND CARDHOLDERS

These terms (the "**Privacy Terms**") **include your consent to collection, disclosure, use and processing of your Personal Information for the purposes identified and as described in the CUETS Financial Privacy Notice** (a full copy of which will be sent to you in connection with your Account and is available at www.cuets.ca/privacy). You consent to receive marketing, telemarketing and service communications from us, our affiliates and any of our respective agents and service providers at the contact information provided on and in connection with your application and all other contact information that may be provided by you to us from time to time, notwithstanding the registration of any such numbers included with your contact information on the National Do Not Call List. You understand that to evaluate your credit application and to continue monitoring your credit status, as well as your ongoing eligibility for credit and for the other purposes noted below, we, including our affiliates, agents and service providers, will have access to Personal Information about you and any Authorized Users and any other individual whose Personal Information you provide to us. "**Personal Information**" means information about an identifiable individual, including but not limited to name, address, age, gender, financial information and identification numbers (including Social Insurance Number (SIN)).

The Personal Information we collect from time to time may include:

- information to identify you, such as name, date of birth, contact information, government-issued documentation details (for example, a driver's licence) and your background (for example, occupation, financial information such as income, assets and payment history);
- information for the provision of products and services (for example, language and other preferences, information on an optional credit insurance benefit attached to your product and information on a loyalty or reward program attached to your product); and
- information relating to transactions with or through us (depending on the product or service, this may include transaction and payment details).

If provided, your SIN will be used to match credit bureau/reporting agency information and for security verification and Account maintenance purposes.

We collect information from various sources, including from your application, correspondence or other communications, through how you use your Account, from others outside of CUETS Financial with your consent as set out below (such as credit reporting agencies and other lenders) and other permitted sources. We review and analyze information in various ways. For example, when we monitor transactions we identify transactions that may be of risk from a credit, fraud or money laundering and terrorist financing perspective. This involves our understanding of you and your ordinary use of our products and services in order to identify unusual activity or to detect suspicious patterns or connections.

We collect, protect, use, share, disclose, retain and process Personal Information for the following general purposes:

a) to consider initiating and to initiate, open, monitor, maintain, service, process, analyze, audit and collect any Account you may have with us, including disclosing or exchanging Personal Information with credit reporting agencies, credit bureaus, other financial institutions, service providers, affiliates, agents, other third parties, and/or any other person, corporation, firm or enterprise with whom you have or propose to have a relationship and to use other third party databases (including registries and licensing authorities) or references provided by you to obtain or verify information about your financial circumstances, your background or to identify you; to develop our relationship with you; to offer products and services; to collect a debt; and to analyze and manage our business, including evaluating the needs, wants, and satisfaction levels of our customers;

b) to administer services, evaluate your credit eligibility, and monitor (i) your purchases, (ii) your Account balances, (iii) your fees, (iv) your payment history, (v) parties to transactions, (vi) your payments and (vii) your credit card usage, each for the purposes set out in the CUETS Financial Privacy Notice;

c) to verify your identity (or that of any Authorized or Secondary User) concerning the Account and maintain security measures aimed at protecting you from identity theft, fraud, money laundering and terrorist financing and unauthorized access to your Account and Personal Information;

d) to meet legal, security, processing and regulatory requirements, including Canadian federal and provincial requirements and foreign requirements (including the United States and other countries) applicable to us or any of our affiliates or service providers;

e) to prevent, detect or suppress financial abuse, fraud and criminal activity, protect our assets and interests, assist us with any internal or external investigation into potentially illegal or suspicious activity or manage, defend or settle any actual or potential loss in connection with the foregoing, and as such, we may collect from, use and disclose your information to any person or organization, fraud prevention agency, regulatory or government body, the operator of any database or registry used to check information provided against existing information, or other insurance companies or financial or lending institutions (for these purposes, your Account and Personal Information may be pooled with data belonging to other individuals and subject to data analytics);

f) to promote and market products and services offered by CUETS Financial, affiliates, endorsing organizations or carefully selected companies, which are directly related to the Account (such as balance transfers and alternative payment methods), by means of direct marketing, marketing through ordinary mail, Internet, online chat, email, telephone, mobile, text message or other available communication channels (e.g. automatic dialing-announcing devices ("**ADAD**"), predictive dialing device ("**PDD**"), wireless device, land line telephone, fax machine, data terminal, or other electronic communications) using the contact information you have provided us; we may also send you special offers with your statements or in separate mailings that include access cheques to access your credit card Account; and

g) to share it, where not prohibited by law, with your credit union/caisse populaire/financial institution, affiliates, and, with respect to Information of a non-sensitive nature (such as name, address, and telephone number), service suppliers so that they can promote and market products and services that are not directly related to the financial product or service we are

providing to you (also known as secondary marketing), such as long distance or cellular telephone service, credit insurance, and card registry services by means of direct marketing, marketing through ordinary mail, Internet, online chat, email, telephone, text message, or other available communication channels (e.g. ADAD, PDD, wireless device, land line telephone, fax machine, data terminal, or other electronic communication methods), using the contact information you have provided us.

Authorized Users may view, obtain or be provided with information about your Account, including transactions, through interactive voice response units, or through communications with us, including discussions initiated by us in respect of possible unauthorized use of your Account or for other reasons.

Personal Information held by or on behalf of us by or through our affiliates, agents and/or service providers may be located outside of Canada, including the United States, and will be subject to the laws of the jurisdiction in the country in which the information is held.

Consent to the use of Personal Information: You consent to our collection, disclosure, use and processing of Personal Information about you for the purposes described in the CUETS Financial Privacy Notice. You consent to receive marketing, telemarketing and service communications from us, our affiliates and any of our respective agents and service providers at the contact information and numbers provided on and in connection with your application and all other contact information and numbers that may be provided by you to us from time to time, notwithstanding the registration of any such numbers included with your contact information on the National Do Not Call List. You authorize third parties to give us Personal Information about you for these purposes. If you provide us with Personal Information about any other individual (including any Authorized User), you confirm that the individual (i) has consented to our collection, disclosure, use, and processing of that information for these purposes as reasonably required (provided that all these purposes will apply to Authorized Users), and you agree that you will provide such Authorized User(s) with a copy of the CUETS Privacy Notice that will be sent to you in connection with your Account or that is available at www.cuets.ca/privacy; and (ii) authorizes third parties to give us the Personal Information about that individual for those purposes. Our customer service email, text message and other electronic communications with you may include account alerts, fraud alerts, statement, collection and other notices. You agree that we, including any of our agents and service providers, may monitor and/or record any of your telephone calls with us for servicing, accuracy, quality assurance and training. We may use Personal Information in our records for as long as it is needed for the purposes described in the CUETS Financial Privacy Notice even after our relationship with you has ended. Certain consents are mandatory and cannot be withdrawn. For example, once you have a credit card account, you may not withdraw your consent relating to the collection and disclosure of credit information and the monitoring of your credit status and ongoing eligibility for credit. This is necessary to maintain the integrity of the credit granting process.

Your choices: You may withdraw your consent with CUETS Financial only under paragraphs (f) and (g) above at any time after your Account has been opened by calling CUETS Financial at 1-800-561-7849 or in writing to the CUETS Financial Privacy Office at the address indicated below. Suppression request instructions are accepted from the primary cardholder only. Your request will be processed promptly but may not be captured for promotions already in progress. You will receive no offers under paragraphs (f) and (g) for the first 30 days after the opening of your Account to provide you with the opportunity to make your privacy choice known to us. This will not limit information we may provide to you in Account statements or when you contact us or when you opt-in and/or consent to a promotion or marketing offer (such as offers presented through online chat).

Sharing Information within Bank Group. We may share information about you with Bank Group world-wide subsidiaries and affiliates, other than health-related information, for the following purposes:

- to manage your total relationship within Bank Group, including servicing your Accounts and maintaining consistent and-up-to date information about you;
- to manage credit risk and other business risks and operations, including to collect a debt owed by you;
- to comply with legal and regulatory requirements.

Please note:

Certain consents are mandatory and cannot be withdrawn. For example, once you have a credit card, you may not withdraw your consent relating to the collection and disclosure of credit information and the monitoring of your credit status and ongoing eligibility for credit.

If you do not wish to receive promotions and marketing offers from CUETS Financial or share your Personal Information with your Endorsing Financial Institution, if applicable, at any time after your Account has been opened, please call us at 1-800-561-7849.

Your right to access your Personal Information: To request access to your Personal Information subject to any legal restrictions, or make corrections to it, you may write to us at: CUETS Financial, Privacy Office, P.O. Box 9660, Station T, Ottawa, ON, K1G 6M9.

Our privacy policies: To obtain the most current copy of the CUETS Financial Privacy Notice, visit our website at www.cuets.ca/privacy or call us at 1-866-845-0980. The CUETS Financial Privacy Notice includes complete details on how we collect, use and disclose information about you and the products you use; our approach to processing and storage of information outside of Canada; and additional details about your consent rights.

PRIVACY TERMS FOR AUTHORIZED USERS

We or our service providers (whether engaged by or on behalf of us or any of our assignees) may collect, use and disclose Personal Information of Authorized Users, such as name and transaction details to: initiate, open, monitor, maintain, service, process, analyze, audit and collect on the Account (not withstanding that Authorized Users will not be held liable for amounts owing on the Account); protect the Account from identity theft, fraud and unauthorized use and access; and for any purpose required by law. All information on file for Authorized Users may be disclosed to the applicant. All information may also be shared with any person or entity to which we have assigned or transferred an interest in the Account, or any debt or interest due under the terms to be provided in the Account Agreement, if approved, and/or any of our rights and obligations under the Account Agreement (including any subsequent assignee or transferee).

We will send the applicant, if approved, the Account Agreement, which includes the CUETS Financial Privacy Notice. The Authorized User will obtain and read the Account Agreements from the applicant. The use or activation by an Authorized User(s) of the Account means he/she agrees to be bound by the CUETS Financial Privacy Notice and to the Account Agreement sent to the applicant and any replacements or updates to those agreements in connection with the Account.

THE APPLICANT AND AUTHORIZED USER(S) AGREE THAT the credit union/caisse populaire/financial institution may on behalf of CUETS Financial retain this application in its file, including the information set forth in the completed and signed application for information validation and customer service purposes.

COMPLAINTS

If you have a regulatory complaint or a complaint regarding a voluntary code of conduct you may contact the Financial Consumer Agency of Canada in writing at 6th Floor, Enterprise Building, 427 Laurier Avenue West, Ottawa, Ontario, K1R 1B9, by telephone at 1-866-461-3222 or at fcac-acfc.gc.ca

***Member Card*® DEBIT CARD LINKING TERMS AND CONDITIONS**

CHOICE REWARDS points can only be earned on eligible *Member Card* debit cards issued by credit unions/caisse populaires/financial institutions that participate in the CHOICE Rewards program (each, an **"Eligible CHOICE REWARDS Member Card"**). Any Eligible CHOICE REWARDS Member Card may be linked to a credit card account that includes the CHOICE REWARDS program for the purpose of collecting CHOICE REWARDS points on behalf of the credit card account holder. A CHOICE REWARDS credit card account may have multiple Eligible CHOICE REWARDS Member Cards linked to it for the purpose of collecting CHOICE REWARDS points.

By submitting Eligible CHOICE REWARDS Member Card account number(s) on this application, you represent and warrant to CUETS Financial and to the Eligible CHOICE REWARDS Member Card holder(s)' credit union/caisse populaire/financial institution that the holder of said Eligible CHOICE REWARDS Member Card account(s) has/have: (i) provided you with full permission to authorize his/her credit union/caisse populaire/financial institution and CUETS Financial to link his/her Eligible CHOICE REWARDS Member Card account(s) to the Account, if approved, to allow you to collect on your Account the CHOICE REWARDS points earned through use of the Eligible CHOICE REWARDS Member Card(s); (ii) authorized the disclosure by his/her credit union/caisse populaire/financial institution to CUETS Financial of detailed transaction information relating to the use of his/her Eligible CHOICE REWARDS Member Card(s) on statements of account issued to the holder of said Eligible CHOICE REWARDS Member Card account(s); (iii) understood and agreed that his/her Eligible CHOICE REWARDS Member Card account(s) can only be linked to one CHOICE REWARDS credit card account and that he/she may request in writing to CUETS Financial to have such Eligible CHOICE REWARDS Member Card account(s) be de-linked from the Account at any time; and (iv) understood and agreed that the linking of his/her said Eligible CHOICE REWARDS Member Card account(s) shall mean that all CHOICE REWARDS points earned through use of the Eligible CHOICE REWARDS Member Card account(s) during the time that the accounts are linked shall be the sole property of the Account holder and the Eligible CHOICE REWARDS Member Card holder(s) shall have no right or interest in or to such CHOICE REWARDS points. You understand and agree that any CHOICE REWARDS points awarded to your Account as a result of being linked to an Eligible CHOICE REWARDS Member Card account may be subject to adjustment for any transaction on such account that earned CHOICE REWARDS points and is subsequently rescinded, subject to a charge-back request or otherwise disputed.

You hereby release and forever discharge CUETS Financial (and its agents, affiliates and employees) and the Eligible CHOICE REWARDS Member Card holder(s)' credit union/caisse populaire/financial institution (and its agents, affiliates and employees) from all causes of action, claims and demands whatsoever that may arise from or related to the linking of Eligible CHOICE REWARDS Member

Card(s) to the Account including, without limitation, the disclosure of Eligible CHOICE REWARDS Member Card account(s) transaction information by the Eligible CHOICE REWARDS Member Card holder(s)' credit union/caisse populaire/financial institution to CUETS Financial.

The Toronto-Dominion Bank is the issuer of this credit card. CUETS Financial is a division of The Toronto-Dominion Bank. All trade-marks are the property of their respective owners.

CUETS is a trade-mark of Credit Union Central of Canada, used under licence.