



Updates to the TD Gold Elite® Visa* Cardholder Agreement

Effective March 28, 2017, the following sections of this Cardholder Agreement are updated as set out in the chart below:

Current Wording	New Wording:
<p>1. DEFINITIONS Agreement means this Cardholder Agreement and the Disclosure Statement for the Account.</p>	<p>1. DEFINITIONS Agreement means this Cardholder Agreement, the Disclosure Statement for the Account, <i>and the 1% Cash Rebate Terms and Conditions.</i></p>
<p>22. CHANGES TO THIS AGREEMENT AND THE ACCOUNT</p> <p>We may make changes to this Agreement at any time. We will tell you about a change in the statement or by other notice to you. We will provide advance notice of a change if required by law and for other changes, we will provide you with advance notice unless we are not able to do so. Your regular annual fee, annual interest rate(s), fees and other charges for the Account are shown on the initial Disclosure Statement. If we increase your annual fee, annual interest rate(s), fees or any other charges for the Account, we will provide you with advance notice of those changes.</p> <p>If you sign, use or activate any Card or the Account, if your Account remains open, or if any Balance owing on the Account remains unpaid after the change is made, it will mean you have accepted any change to the Agreement.</p> <p>Benefits, services and coverages for the Account may also change or end. We will provide you notice of a change in your statement or in some other way, after the change is made, unless we must provide advance notice by law.</p>	<p>22. CHANGES TO THIS AGREEMENT AND THE ACCOUNT</p> <p>(a) Fee Changes <i>Your regular annual fee, annual interest rate(s), fees and other charges for the Account are shown on the initial Disclosure Statement. We may increase your annual fee, annual interest rate(s), fees or any other charges for the Account, and if we do, we will provide you with advance notice as required by law.</i></p> <p>(b) All Other Changes <i>We may make changes to this Agreement from time to time, including making changes to the 1% Cash Rebate Terms and Conditions (the "Program") and the Certificates of Insurance (the "Certificates"), specifically as follows:</i></p> <ul style="list-style-type: none"> <i>i. Changing the use, benefits, services and coverages for the Account;</i> <i>ii. Changing the Credit Limit section of the Agreement;</i> <i>iii. Changing the Minimum Payment section of the Agreement;</i> <i>iv. Changing the Payment Due Date section of the Agreement;</i> <i>v. Changing the Grace Period and Interest section of the Agreement;</i> <i>vi. Changing the interest and/or payment calculation method we use for the Account;</i> <i>vii. Changing the Unauthorized Transactions section of the Agreement;</i> <i>viii. Changing the Foreign Currency Transactions section of the Agreement;</i> <i>ix. Changing the Electronic Services – Use and Protection of a Card, PIN or Password section of the Agreement;</i> <i>x. Changing the Pre-Authorized Payments section of the Agreement;</i> <i>xi. Changing the Cancelling Authorized User Cards section of the Agreement;</i> <i>xii. Changing the Privacy Agreement section of the Agreement;</i> <i>xiii. Changing our methods of communicating with you;</i> <i>xiv. Changing how we apply payments to the Account;</i> <i>xv. Changing our rights and responsibilities under the Agreement ;</i> <i>xvi. Changing our rights and responsibilities for any benefits, services and coverages for the Account;</i> <i>xvii. Changing the nature and characteristics of the Program regarding: (1) The Program rules, regulations, conditions, restrictions, benefits, and redemption options; (2) The accumulation and expiry of, and the earn rates for, the Rebate; (3) Cancelling or changing the Rebate; (4) Terminating the Rebate; and (5) Termination of the Program; and</i> <i>xviii. Changing the use, benefits, services and coverages of the Certificates.</i>

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	<p>(c) Advance Notice of Changes</p> <p><i>Each of the changes set out above in subsection (b) All Other Changes is referred to in this Agreement individually as a "Change" and collectively as the "Changes".</i></p> <p><i>If we make a Change, we will provide you with advance written notice of at least thirty (30) days before the Change comes into effect (the "Notice"). The Notice will be clear and legible and will:</i></p> <ul style="list-style-type: none"> <i>i. Set out the new clause only, or set out the amended clause as well as the clause as it read formerly;</i> <i>ii. Provide the date when the Change comes into effect; and</i> <i>iii. State that if you do not wish to accept the Change, you may cancel the Agreement without any cost, penalty or cancellation indemnity to you, where the Change would result in an increase in your obligations or a reduction in our obligations.</i> <p><i>You may refuse the Change and cancel the Agreement by informing us no later than 30 days after the Change comes into effect. If you do this, you are still required to pay any Balance owing on the Account at the time of cancellation but such Balance owing will not include any changes, charges or fees that were applied as a result of the Change. This subsection (c) Advance Notice of Changes does not apply to subsection (a) Fee Changes above.</i></p> <p><i>We are not required to provide you with advance written notice of any termination of the Agreement, the Account or the Program where such termination is due to your abuse of or non-compliance with this Agreement or the Program, your misrepresentation of any information provided to us, or if you conduct yourself in a manner detrimental to us or the interests of the Account, the Agreement or the Program.</i></p>
<p>1% CASH REBATE TERMS AND CONDITIONS (Note: All 1% Cash Rebate Terms and Conditions remain unchanged except for the last sentence reproduced below.)</p> <p>We reserve the right to change any of the terms or conditions of the Rebate or to terminate the Rebate at any time.</p>	<p><u>1% CASH REBATE TERMS AND CONDITIONS</u></p> <p>We may make a Change to the 1% Cash Rebate Terms And Conditions in accordance with Section 22 CHANGES TO THIS AGREEMENT AND THE ACCOUNT.</p>