



Updates to the TD Drivers Rewards® 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</p> <p>Agreement means this Cardholder Agreement and the Disclosure Statement for the Account.</p>	<p>1. DEFINITIONS</p> <p>Agreement means this Cardholder Agreement, the Disclosure Statement for the Account, <i>and the TD Drivers Rewards Program Terms & 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</p> <p><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</p> <p><i>We may make changes to this Agreement from time to time, including making changes to the TD Drivers Rewards Program Terms & 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 reward benefits, the Eligible Merchants, Vehicles, Gas, and Auto Parts or Services; (3) The accumulation and expiry of, and the earn rates for and redemption values of, TDR Points; (4) Cancelling or changing TDR Points; (5) Terminating TDR Points; and (6) Termination of the Program; and</i>

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xviii. Changing the use, benefits, services and coverages of the Certificates.

(c) Advance Notice of Changes

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**".

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. Set out the new clause only, or set out the amended clause as well as the clause as it read formerly;
- ii. Provide the date when the Change comes into effect; and
- 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.

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.

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, or if any business use is made of this Program by any Cardholder or any other person, including redemptions for Vehicles or Auto Parts or Services that are not for personal use.

TD DRIVERS REWARDS PROGRAM TERMS & CONDITIONS

Changes and Termination; Personal Use Only

We reserve the right to change any of the rules, regulations, terms, conditions, restrictions, benefits, procedures, Eligible Merchants in respect of the Program and the Account, in whole or in part, with or without prior notice. However, when no prior notice is provided, we will make every effort to inform you of such changes as soon as possible after they are made. We are not responsible for market changes beyond our control. We may terminate the Program at any time. If the Program is terminated, TDR Points may only be redeemed within ninety (90) days from the date of our notice of Program termination. We reserve the right to cancel or make changes regarding the Account, TDR Points, or reward benefits of the Program including for Vehicles, Gas, Auto Parts or Services, or Eligible Merchants, with or without notice, if you abuse the Program privileges, do not comply with this Agreement, misrepresent any information provided to us or if you conduct yourself in a manner detrimental to us or the interests of the Program. In addition, the Program must be used by Cardholders solely for personal use. Any business use made of this Program by any Cardholder or any other person, including redemptions for Vehicles or for Auto Parts or Services that are not for personal use, may result in the cancellation or termination of the Account, TDR Points or rewards benefits of the Program, or this Agreement.

TD DRIVERS REWARDS PROGRAM TERMS & CONDITIONS

Changes and Termination; Personal Use Only

We may make a Change to the Program in accordance with Section 22 **CHANGES TO THIS AGREEMENT AND THE ACCOUNT**. We are not responsible for market changes beyond our control.

If we terminate the program (as provided in Section 22 **CHANGES TO THIS AGREEMENT AND THE ACCOUNT**), TDR Points may only be redeemed within ninety (90) days from the date of our notice of Program termination.

The Program must be used by Cardholders solely for personal use.