

Rewards Agreement for the TD Cash Rewards Credit Card

This Rewards Agreement includes important terms, conditions and limitations that you should understand. Use of your TD Cash Rewards Credit Card Account ("Account") constitutes your acceptance of the following terms. Please read this Rewards Agreement and keep it in a safe place.

- Capitalized terms not defined in this Rewards Agreement have the same meaning as in the Credit Card Agreement for your Account.
- "You", "your" and "yours" mean each person who applied for the Account and the person to whom we direct billing statements.
- "We", "us", "our" and "TD Bank" mean TD Bank, N.A., and its affiliates.
- To participate in the Rewards Program, your Account must be open and in good standing, which means that your Account is not in Default as described in your Credit Card Agreement.
- We may make changes to this Rewards Agreement at any time and you may lose Cash Back Rewards you have earned as more fully described later in this document.
- This Rewards Agreement may be supplemented with additional terms, conditions, disclosures, and agreements that will be considered part of this Rewards Agreement. For the latest version of the Rewards Agreement and your Redemption Rules log in to rewards at tdcardservices.com ("Rewards Program Website"). We may refer to this Rewards Agreement as "Program Rules" in other documents.

How do I earn rewards?

- You earn "Cash Back Rewards" when you use your Account to make Purchases less credits, returns and adjustments each billing cycle. Not all transactions made with your Account will qualify as a Purchase for purposes of earning rewards—those restrictions are more fully described later in this document.
- You earn at least 1% Cash Back Rewards for each one dollar (\$1) of Purchases.
- Cash Back Rewards are earned on each individual Purchase transaction and, therefore, we employ rounding to determine how much to award for each Purchase. We round up to the next whole penny for amounts of \$0.005 or more and down to the nearest penny for amounts of \$0.0049 or less.
- You may be offered opportunities to earn additional Cash Back Rewards ("Bonus Cash Back Rewards"). Related terms will be provided with the offer.
- Cash Back Rewards earned are estimated based on the authorization amount reported by retailers and are subject to be changed based on returns and retailer adjustments.

Are there any transactions that do not earn Cash Back Rewards?

- Yes, the following types of transactions do not earn points and are not eligible for Purchase Redemption Credits: Balance Transfers, Cash Advances, purchases of travelers checks, money orders, lottery tickets, gambling chips, wire transfers, foreign currency, purchases or reloading of prepaid cards, or purchases of any other cash equivalents, fees, interest charges, disputed and unauthorized or fraudulent charges, account refunds, rebates, and similar credits are not eligible to earn Cash Back Rewards and are not considered a Purchase for purposes of earning rewards.

Is there a One-Time Bonus Offer available for new Accounts?

- Please refer to the terms and conditions provided to you when you applied for the TD Cash Rewards Credit Card or call us at 1-888-561-8861 for details about any new account bonus offer(s) applicable to you.

How are Cash Back Rewards converted to Cash Back?

- You may redeem once you have accumulated at least \$25 in Cash Back Rewards as either a statement credit or direct deposit into a checking or savings account held by a financial institution located in the United States ("Cash Back"). **Account statement credits will reduce your outstanding balance, but you are still required to make at least your minimum monthly payment.**

How can I redeem my Cash Back Rewards?

- Cash Back Rewards may only be redeemed by the primary Cardholder at specified levels for a variety of Cash Back, gift cards, merchandise and travel. Specific gift cards, merchandise and travel are subject to availability and additional terms and conditions.
- Each Cash Back Reward is worth at least one penny (\$0.01) when redeemed for Cash Back, gift cards or travel. Redemption values for other reward options, such as merchandise, may be worth more or less than that or not be assigned a dollar value.
- For additional information and to redeem, log in to Rewards Program Website or call 1-888-561-8861.

Do Cash Back Rewards expire?

- No, as long as the Account remains open and in good standing, your Cash Back Rewards will not expire and there is no limit to the amount of Cash Back Rewards that may be earned.

Can I lose my Cash Back Rewards?

- Yes, your Cash Back Rewards may be forfeited immediately if your Account is closed due to Default as defined in your Credit Card Agreement. Such reasons for closure may include, but are not limited to:
 - Filing for bankruptcy
 - Serious delinquency in making payments on your account (TD Bank shall be solely responsible for making the determination as to what constitutes "serious delinquency," but in no event will it be less than 60 days)
 - Fraudulent activity or misuse associated with your Account or the Rewards Program
- If your Account is closed for any other reason, whether by you or by us, your Cash Back Rewards will be forfeited if you do not redeem them within 60 calendar days of Account closure.
- Your Cash Back Rewards balance will be reduced for returns, credits and adjustments.

When am I prevented from redeeming my Cash Back Rewards?

- If your Account is not open to new Purchases you cannot redeem your Cash Back Rewards until it is open to Purchases again.

Can the Rewards Program change?

- Yes, the Rewards Program may change. We may, at our sole discretion, cancel, modify, restrict, or terminate the Rewards Program or any aspects or features of the Rewards Program at any time.
- If we materially change or terminate the Rewards Program, we will provide you with 30 days advance notice. Examples of material changes include: if we were to reduce the rate at which you earn Cash Back Rewards, or if we were to increase the minimum redemption amount for Cash Back.
- Other changes may be made without prior notice by posting an updated copy of the Rewards Agreement on Rewards Program Website.

What else do I need to know?

- All interpretations of the Rewards Program shall be at TD Bank's sole discretion. In the event of any fraudulent, abusive, or gaming activity related to the Rewards Program or your Account, as determined by us, we may make adjustments to your Cash Back Rewards balance, cancel your participation in the Rewards Program, close your Account, or take any other action available to us at law or equity.
- Cash Back Rewards have no cash value until redeemed, are not your property and may not be transferred or assigned by agreement or operation of law.
- You are responsible for any tax liability related to the Rewards Program. Please consult a tax advisor regarding any tax concerns.
- Applicable federal law and the substantive laws of the State of Delaware shall govern this Agreement.
- You consent to and authorize us and any of our affiliates, agents and service providers to monitor and/or record any of your telephone conversations with any of our or their representatives for quality control, training and other lawful purposes.
- If any part of this Rewards Agreement is found to be void or unenforceable under applicable law, all other parts of the Rewards Agreement will still apply. We may delay or waive enforcing any of our rights or remedies without losing them.
- The Rewards Program is offered by TD Bank and may be administered or serviced by third parties who are not affiliated with TD Bank. You agree that TD Bank may share information about your Account and Account transactions with such third parties to administer and service the Rewards Program.
- TD Bank may assign its rights and obligations under this Agreement to a third party who will take our place in this Agreement.
- By participating in the Rewards Program, and accepting and using rewards earned, you or any other beneficiary of the Rewards Program release, discharge and hold harmless TD Bank and their respective parent companies, subsidiaries, affiliates, agents, administrators, service providers, employees, officers, directors, successors and assignees from all claims, damages or liability including, but not limited to, physical injury or death, arising out of participation in the Rewards Program or travel taken or use of products purchased in connection with the Rewards Program.
- The merchants and service providers that participate in the Rewards Program are solely responsible for the quality and performance of any products or services they provide, are not affiliated with TD Bank, are not sponsors or co-sponsors of the Rewards Program, and are subject to change without notice. All participating third party service provider names, logos and marks are used with permission and are the property of their respective owners.

Rewards Agreement Redemption Rules

- These Redemption Rules are part of the Rewards Agreement.
- **To view redemption options or redeem, log in to rewards at tdcardservices.com ("Rewards Program Website")** or call **1-888-561-8861** from 9a.m. to 9p.m. Eastern Time, 7 days a week with the exception of some U.S. federal holidays, when the Rewards Center is closed.
- The Rewards Program is administered by Total System Services, Inc. (TSYS). TSYS is not affiliated with TD Bank. If you apply for and are approved for an Account, you agree that TD Bank and TSYS may share information about your Account and Account transactions with each other for the purpose of administering and managing the Rewards Program.
- In order to access certain benefits associated with the Rewards Program, you agree that you may be asked to provide personal information about yourself, such as your shipping address, your Account information, and billing address, and that the information you provide will be disclosed to merchants and other third parties as necessary to obtain these benefits. We and our independent contractors have no control over, and no responsibility or liability for, the use by any merchants or other third parties of your personal information or any other information that such parties independently obtain from you or that is given to such parties to process your transactions or fulfill your benefits. You should check their privacy policies before entering into any transaction with them to obtain these benefits. We will protect your information as set forth in the "Privacy" link found within Rewards Program Website.
- In many cases, we may contract with independent contractors to administer these benefits, including, but not limited to, the issuance of travel documentation, administrative services, and travel reservations. We do not own or control the independent contractors used to administer these benefits. Neither we, nor these independent contractors nor our respective subsidiaries maintain control over the independent suppliers used to provide accommodations and/or services as part of fulfilling these benefits. We and our independent contractors do not assume responsibility for any travel or other services provided by any independent supplier. You release us, our independent contractors, and our respective subsidiaries from any responsibility and/or liability for any loss, injury, damage, accident, delay, inconvenience, or irregularity that you or any other person may suffer due to any cause relating to the Rewards Program or the use of any facilities, services, or goods in connection with any travel or other service provided by any independent supplier.

Cash Back redemptions

- You can redeem Cash Back Rewards for Cash Back through an Account statement credit or an electronic deposit into an eligible checking or savings account held by a financial institution located in the United States.
- In order to redeem for Cash Back, you must have accrued at least \$25 in Cash Back Rewards.
- **Account statement credits will reduce your outstanding balance, but you are still required to make at least your minimum monthly payment.**
- Statement credits will be processed within 5-7 business days from date of redemption and should appear on your monthly billing statement within two billing cycles of the request.
- A "Purchase Redemption Credit" is a statement credit that can be used to pay yourself back for Purchases made using your Account within the last 90 days.
- Electronic direct deposit can only be credited to a depository account owned by the primary Cardholder. If the funds are not deposited into your checking or savings account within seven (7) business days, please contact us.
- All Cash Back redemptions are final.

Gift certificates and gift card redemptions

- Acceptance of the certificates and gift cards is the sole responsibility of the participating merchant, not TD Bank. No photocopies of certificate or gift cards will be honored.
- Certificates and gift cards are not valid toward previous purchases and cannot be used as payment on existing Account balances with either the participating merchant or TD Bank.
- Certificates and gift cards have no cash value and may not be redeemed for cash or its equivalent, and any unused portion will not be returned as cash unless a certificate or gift card states otherwise.
- Certificates and gift cards are transferable unless otherwise noted on the certificate or gift card.
- Certificates and gift cards are void where prohibited by law.
- Unless otherwise stated on the certificate or gift card, certificate and gift cards for rewards offered do not include any federal, state or local taxes, which are your sole responsibility at time of redemption.
- Physical certificate and gift cards will usually arrive within 7-10 business days. Expedited/insured delivery of a certificate or gift card may be available upon request. If you select expedited, express, or international shipping, you will be charged a shipping fee. Physical certificate and gift cards may only be shipped to the address on file for your Account.
- The certificate and gift cards are redeemable for eligible products and services through the merchant location and/or website.
- Products or services obtained with the certificate or gift card cannot be returned or canceled for a cash refund. Returns will be subject to the merchant standard return policy.
- The certificate and gift card are not returnable or exchangeable for cash, except where required by law.
- A replacement certificate or gift card will not be provided or refunded if lost, stolen, destroyed or due to unauthorized use.
- Certificate and gift cards are subject to any additional terms, conditions, and restrictions disclosed.
- If the certificate or gift card has been used, it may not be returned.

Merchandise redemptions

- Merchandise options are updated regularly. All rewards are available while quantities last. Product specifications are subject to change without notice and all product orders are subject to product availability. We reserve the right to modify or cancel merchandise options offered without notice.
- We will ship merchandise rewards to the address on file for your Account. We cannot ship merchandise to P.O., APO, FPO boxes or any non-contiguous United States. Merchandise will be delivered within 4-6 weeks. You will be notified of any delays.
- You will be notified if the merchandise rewards ordered will not be available within the 4-6 week time frame and when it will become available. We reserve the right to substitute items of equal or greater value. Items ordered at the same time may arrive separately. We will ship the model pictured or the most current comparable model available (we are not responsible for typographical or pictorial errors).
- Returns are only accepted for merchandise that is damaged, defective, or incorrectly shipped. Notification must be made to us within 48 hours of delivery and the item(s) must be returned, in the original packaging, within 30 days from receipt of delivery for credit or shipment of replacement item.
- Merchandise Cash Back Reward levels include all taxes, standard shipping, handling and delivery charges.
- The manufacturer's warranty applies to all merchandise rewards.
- TD Bank makes no express or implied representation or warranty and will not be liable for injury, damage, loss or expense resulting from your acceptance of use of the rewards or from a reward's defect or failure. TD Bank disclaims any implied warranty of merchantability or fitness for a particular purpose.

Travel redemptions

- You can redeem Cash Back Rewards for available airline tickets, hotel accommodations and car rentals through the Rewards Program Website. If you do not have enough Cash Back Rewards to purchase the entire ticket, you may redeem your Cash Back Rewards for a portion of the cost and pay the balance with your Account.
- Additional terms, conditions and disclosures may apply and will be provided to you before booking your travel and will be part of this Rewards Agreement.
- All travelers must meet the minimum age requirement of the travel services they are booking. This age requirement will vary by travel type and supplier. Examples may include but are not limited to: Many car rentals require the renter to be 25 years of age or older. In Las Vegas a guest must be 21 years or older to enter a casino.
- It is your responsibility to ensure that you and all other persons traveling with you have the appropriate documentation in their possession (such as current and valid passports, visas and identification cards) before leaving the United States, and that they satisfy all other applicable requirements (such as vaccinations), to gain entry to the chosen destination and re-entry to the United States.
- You acknowledge having had the opportunity to review the applicable documentation and other requirements prior to completing the purchase of travel services.
- Specialized notarized documentation may be required for unaccompanied minors and for children traveling without both parents.
- Please contact the consulate of the destination country for current visa/passport and other entry requirements.
- All additional costs, such as baggage fees, seat fees, fees charged by the airlines, passenger facility charges, international entry or departure taxes and/or fees, resort fees, hotel energy surcharges, any charges for incidentals and any applicable local taxes and fees, are at the traveler's expense.
- The Rewards Program does not have any specific blackout periods associated with it, however all travel arrangements are subject to availability at the time of booking.

Airline ticket redemptions

- You can search for the flights you want to book online at the travel section of the Rewards Program Website. If you do not have enough Cash Back Rewards to purchase the entire ticket, you may redeem for a portion of the cost and pay the balance with your Account.
- You may book a flight using your Account and no Cash Back Rewards. However, you will incur a \$25 servicing fee for each ticket booked, billed to your Account.
- There are no blackout dates or other travel restrictions. Reservations for tickets exclude the use of charters, wholesalers, consolidators and any internet fares that are not published, available through the Global Reservation System (GDS), and/or available for ticketing through a certified travel agency.
- The traveler must meet the eligibility requirements established by the airline provider.
- Airline ticket prices do not include baggage fees and some international departure taxes. A departure tax is a fee charged (under various names) by a country when a person is leaving that country. The traveler is responsible for obtaining the appropriate international travel documents, such as passports and visas. The traveler should have valid government issued photo ID upon airport check-in. Visit [Travel.State.Gov](https://www.travel.state.gov) for passport and visa requirements.
- You may redeem for travel in any class of service on a major airline carrier, providing that the fares, schedules and ability to generate an electronic ticket are possible through the Global Reservation System (GDS). All travel itineraries and supporting documents will be sent via email.
- You may receive airline frequent flier points for all redeemed and purchased airline tickets. Please provide your frequent flier number at the time of booking to receive credit. If you do not have your number available at the time of booking, please call the Rewards Center prior to travel to update your reservation or you may provide your number directly to the airline at the time of check-in.
- Airline ticket rewards may not be used in conjunction with any type of coupons, vouchers, other mileage programs or companion fares.
- Once Cash Back Rewards are redeemed, the transaction cannot be reversed. If changes to an itinerary are later necessary, you may contact the Rewards Center with your request. Changes will require additional costs such as airline penalty fees, increased fare and a \$45 service fee. Most airlines will not allow traveler name changes.
- All reservations are subject to the conditions of carriage, supply or business of the service provider, which include exclusions and limitations of liability. TD Bank is not responsible for the performance of the airline.

- Flight reservations should be reconfirmed by the traveler at least 72 hours before departure as schedule changes may have taken place. TD Bank is not responsible for communication of airline schedule changes.
- The traveler is responsible for obtaining the appropriate international travel documentation, such as passports and visas. Visit Travel.State.Gov for passport and visa requirements.
- The traveler agrees to indemnify, defend, and hold harmless TD Bank and TSYS for any loss, damage, or legal actions against the airline. This includes any attorney fees necessarily incurred for these purposes.

Hotel & resorts redemptions

- You can search for the hotels you want to book online at the travel section of the Rewards Program Website. If you do not have enough Cash Back Rewards to purchase the entire hotel stay, you may redeem your Cash Back Rewards for a portion of the cost and pay the balance with your Account.
- You may book a hotel using your Credit Card and no Cash Back Rewards. However, you will incur a \$15 servicing fee, billed to your Account.
- The traveler must meet the eligibility requirements established by the hotel provider.
- The traveler is responsible for obtaining the appropriate international travel documentation, such as passports and visas, as applicable. Visit Travel.State.Gov for passport and visa requirements.
- Most hotel rates allow cancellation with a minimum of a 24-hour notice. Please see the specific hotel/rate cancellation policy at the time of booking.
- Cancellations may include penalties and a cancellation service fee will apply. Refunds for cancellations may take up to 3-4 weeks for Cash Back Rewards to post to the account.
- Hotels do not allow changes to dates, names, room type, and number of occupants once booking is complete.
- TD Bank assumes no responsibility for advising guests of proper travel documentation. TD Bank is not responsible for the performance of any hotel provider.
- The traveler agrees to indemnify, defend, and hold harmless TD Bank and TSYS for any loss, damage, or legal actions against the hotel or resort. This includes any attorney fees necessarily incurred for these purposes.

Car rental redemptions

- You can search for car rentals to book online at the travel section of the Rewards Program Website. If you do not have enough Cash Back Rewards for the full car rental, you may redeem your Cash Back Rewards for a portion of the cost and pay the balance with your Account.
- You may rent a car using your Account and no Cash Back Rewards. However, you will incur a \$15 servicing fee, billed to your Account.
- The renter will be solely responsible at the time the rented vehicle is returned for all additional rentals days and for any and all taxes and other charges not included in the daily rental rate. Each renter (and any person identified on the Rental Contract as an "Additional Authorized Driver") must possess a valid driver's license issued by the state or province in which such person resides, be age 21 or older (or 18 or older where required by law; and 25 or older for luxury, large sport utility, and 12 and 15 passenger vans), and meet the other normal qualifications of the applicable Car Rental Company at the applicable rental location.
- Reservations for all car groups are subject to availability. Vehicles may only be reserved by vehicle class and not by vehicle make or model. In the event the renter reserves a vehicle and the class of vehicle is not available at the time of rental, the applicable Car Rental Company shall provide the renter with a vehicle in a higher class, subject to availability, at the same rate as the vehicle class which was reserved.
- Performance by the Car Rental Company of car rental services shall be under a standard rental agreement in effect at the time of rental, which must be executed by the renter at the time of pickup. Renter will use the rented vehicle only for personal or routine business use, and operate the rented vehicle only on properly maintained roads and parking lots.
- The renter will comply with all applicable laws relating to holding of licensure to operate the vehicle, and pertaining to operation of motor vehicles. The renter will not sublease the rental vehicle or use it as a vehicle for hire.
- Car rental reservations must be cancelled at least 72-hours in advance of pick-up. Failure to cancel reservations 72-hours in advance will result in the loss of all payments at the time of booking. If the renter is a "no show" all Cash Back Rewards and cash used for the rental will be forfeited, in addition if the renter returns a rental vehicle prior to the end of the reserved rental period, neither the Car Rental Company nor the Rewards Program will credit nor refund the renter for the unused portion thereof.
- The renter agrees to indemnify, defend, and hold harmless TD Bank and TSYS for any loss, damage, or legal actions against the Car Rental Company as a result of the renter's operation or use of the rented vehicle during the term of the Car Rental Agreement. This includes any attorney fees necessarily incurred for these purposes. The renter will also pay for any parking tickets, moving violations, or other citations received while in possession of the rented vehicle.