

## Rewards Agreement for the TD Business Solutions Credit Card

This Rewards Agreement includes important terms, conditions and limitations that you should understand. Use of your TD Business Solutions 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 Points 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 [tdbank.com](https://tdbank.com) or the TD Bank app, click or tap on your Credit Card Account, and choose "Redeem Rewards" ("**Rewards Program Website**"). We may refer to this Rewards Agreement as "Program Rules" in other documents.

### How do I earn rewards?

- You earn "Points" 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, as more fully described later in this document.
- You earn two (2) Points for each one dollar (\$1) of eligible Purchases.
- Points are earned on each individual Purchase transaction and, therefore, we employ rounding to determine how many Points to award for each Purchase. We round up to the next whole Point if the calculation results in  $\frac{1}{2}$  of a Point or more and down to the nearest Point if the calculation results in less than  $\frac{1}{2}$  of a Point.
- You may be offered opportunities to earn additional Points ("Bonus Points"). Related terms will be provided with the offer.
- Points 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 Points?

- Yes, the following types of transactions are not considered purchases and therefore do not earn Points and are not eligible for Purchase Redemption Credits: Balance Transfers, Cash Advances (including convenience checks and transactions to obtain travelers checks, money orders, lottery tickets, casino gaming chips, wire transfers, foreign currency, cryptocurrency, debt repayments, race track wagers, legal online wagers or similar betting transactions, prepaid cards, or any other similar cash-like transactions), fees, interest charges, disputed and unauthorized or fraudulent charges, account refunds, rebates, and similar credits posted to your account.

### How are Points converted to Cash Back?

- You may redeem for Cash Back once you have accumulated at least 2,500 Points 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.**
- Upon redemption one (1) Point is worth one penny (\$0.01) when redeemed for Cash Back. Here is an example of how Points are converted to Cash Back: 20,000 Points are redeemable for \$200 Cash Back.

### How can I redeem my Points?

- Points 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 Point 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 Points expire?

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

### Can I lose my Points?

- Yes, your Points may be forfeited immediately, as permitted by applicable law 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 Points will be forfeited if you do not redeem them within 100 calendar days of Account closure or the date provided in any notice you may receive regarding the forfeiture and redemption of your Points
- Your Points balance will be reduced for returns, credits and adjustments.
- We reserve the right to disqualify customers from earning or redeeming Points, or close your Account, in the event of fraud, abuse of program privileges, or violation of this Rewards Agreement, as determined by TD Bank, N.A. in its sole judgement, and in such event you may lose your Points.

### When am I prevented from redeeming my Points?

- If your Account is not open to new Purchases, you cannot redeem your Points 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 advance notice as required by applicable law. Examples of material changes include: if we were to reduce the rate at which you earn Points, 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 Points balance, cancel your participation in the Rewards Program, close your Account, or take any other action available to us at law or equity.
- Points have no cash value until redeemed, are not your property and may not be transferred or assigned by agreement or operation of law.

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- 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.

