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# MBNA Point of Sale Payment Plan Amending Agreement

This MBNA Point of Sale Payment Plan ("POS Plan") Amending Agreement and the Payment Plan Offer Details (collectively, the "Amending Agreement") supplement and amend your MBNA Account Agreement (which includes your Disclosure Statement), the Amazon.ca Rewards Mastercard Credit Card Rewards Program Terms and Conditions and, if applicable, the terms applicable to Promotional Rate Balance Transfers, and Pre-authorized Debits.

The Amending Agreement applies to all POS Plan offers for your Account.

**Please note**:

- Your Payment Plan's Monthly Plan Payment will be included in the Minimum Payment of your Account during the Term of the Payment Plan. Please see Section 3 of Appendix A for the details of the updated Minimum Payment calculation for the Account.
- If your Account is protected with MBNA balance protection insurance, refer to the insurance disclosure which appears at the end of this document for how it will work when you have a Payment Plan.

Please carefully read this important document and store it in a safe place.

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# Section 1: Definitions

The following is a list of the terms used in this Amending Agreement. If you see any other capitalized terms that are used in this Amending Agreement, you can find their definitions in your Account Agreement.

"**Account**" means the MBNA Credit Card account we open and maintain for the Primary Cardholder.

"**Grace Period Payment Amount**" – This is the amount you must pay by your Minimum Payment Due Date in order to avoid interest on new Purchases made during the applicable Statement Period (excluding new purchases that have been put into a Payment Plan). The Grace Period Payment Amount for the applicable Statement Period will be shown on your Account statement starting the first statement we provide following the creation of a Payment Plan, and will be calculated as follows:

- New Balance on your monthly statement;
- minus your total Payment Plan balance that is shown on your monthly statement;
- plus your total Monthly Plan Payment(s) that are due on your monthly statement.

However, if you have active Payment Plan(s) on your current monthly statement and move a Purchase that has already appeared on your monthly statement into a Post Purchase Payment Plan prior to the Minimum Payment Due Date of that monthly statement, the Grace Period Payment Amount will be the Grace Period Payment Amount figure that is already shown on your monthly statement minus the new Purchase amount(s) moved into a Post Purchase Payment Plan. For greater certainty, after you convert the new Purchase into a new Post Purchase Payment Plan, the amount of the new Post Purchase Payment Plan will not be included in the Payment Plan balance that is used to calculate the Grace Period Payment Amount that is due by the Payment Due Date of that monthly statement.

"**Minimum Payment**" means the "Minimum Payment" shown on the front of your Account statement each month. The formula for calculating your Minimum Payment while you have a Payment Plan is set out in Section 3 of Appendix A, and the change to your Account's Minimum Payment formula starts the first statement we provide following the creation of a Payment Plan.

"**Minimum Payment Due Date**" means the "Minimum Payment Due Date" set out on the front of your Account statement.

"**Monthly Plan Payment**" means the amount that is due to be paid each month for a Payment Plan. (See your Payment Plan Offer Details, in Section 3 of this Amending Agreement, and your monthly statement for more information.)

"**New Balance**" means the "new balance" set out on the front of your Account statement. This will include both balances on your Account that are in a Payment Plan and balances on your Account that are not in a Payment Plan.

"**Payment Plan Annual Interest Rate**" means the interest rate that applies to a particular Payment Plan as set out in the Payment Plan Offer Details.

"**Payment Plan balances**" means the total of all your Payment Plans owing. This is disclosed in each monthly statement, starting the first statement we provide following the creation of a Payment Plan.

"**Payment Plan Effective Date**" means the date the POS Plan starts. This will occur after Amazon.ca notifies MBNA that the requested item has been shipped from the merchant and the applicable transaction is posted to your Account.

"**Payment Plan Offer Details**" means the additional terms regarding your Payment Plan offer (including the applicable Payment Plan Annual Interest Rate, Payment Plan Fee, length of Term of the Payment Plan, order total and estimated monthly payment) that were disclosed to you at the time you accepted your Payment Plan offer when placing your Amazon.ca order.

"**Plan Fee**" means the fee (if any) that applies to a particular Payment Plan as set out in the Payment Plan Offer Details.

"**Point of Sale (POS)**" means the payment system used by Amazon.ca to accept payments from a Cardholder for a Transaction.

"**Post Purchase Payment Plan**" means a Payment Plan that was created by your acceptance of a Payment Plan offer in your MBNA Online Banking Account or MBNA Mobile App to convert a Purchase on your MBNA credit card to a Payment Plan. Post Purchase Payment Plans are not available to Residents of Quebec.

"**Required Payment**" means your Minimum Payment less any Monthly Plan Payment(s) that are shown on that monthly statement.

"**Resident of Quebec**" means all Primary Cardholders of an Account who have indicated to us that their principal residence is in Quebec.

"**Resident Outside of Quebec**" means all Primary Cardholders of an Account who have indicated to us that their principal residence is not in Quebec.

"**Statement Period**" means the "statement period" that we determine and is set out on the front of the Account statement.

"**Term**" means the duration you chose to repay a Payment Plan when you accepted a Payment Plan offer, as set out in the Payment Plan Offer Details.

"**We**", "**us**", "**our**"**, or** "**MBNA**" refers to The Toronto-Dominion Bank operating a division as MBNA.

# Section 2: Description of the Payment Plan

## 2.1 What is a POS Plan?

A POS Plan is an arrangement you make with us where you agree that the interest rate and timing of repayment of eligible Amazon.ca purchases are accepted at Point of Sale for the selected Term of the Payment Plan, subject to your payment of a Payment Plan Fee (if applicable) and your compliance with the terms and conditions applicable to the POS Plan.

Specifically, you:

- pay a different interest rate (the Payment Plan Annual Interest Rate) and applicable Payment Plan fee (if any) on the Amazon.ca purchase amount where you selected a POS Plan as your method of payment at Point of Sale.
- pay regular monthly payments over a Term selected by you. See Section 3.1 below, under the heading "*What are the monthly payments on a Payment Plan*" for full details.

### 2.2 Does a POS Plan increase your credit limit on your Account?

No. The credit limit of your credit card does not change. Only purchases made using your existing credit limit can be eligible for a Payment Plan. Amounts outstanding on your Payment Plan reduce your available credit on your Account.

### 2.3 Who can accept a Payment Plan offer?

To be eligible to accept and maintain a POS Plan:

- you must be the Primary Cardholder of an eligible MBNA Account that is in good standing with approved charging privileges;
- all items in your Amazon.ca shopping cart will need to be eligible for a POS Plan as determined by MBNA.
- POS Plans are not currently available to residents of Quebec.

You can find additional information about POS Plans at (**https://www.amazon.ca/dp/B07MJM4F44?flavor=paymentplans**). We may change the eligibility criteria for POS Plans at any time.

### 2.4 Are there limits on the number of Payment Plans you can accept?

Yes. MBNA reserves the right to offer Payment Plans only on Transactions of MBNA's choosing, to limit the maximum amount of credit allowed per Account for Payment Plans, and to change without notice the maximum number of Payment Plans allowed per Account. Eligible Accounts can have up to 99 active MBNA Payment Plans at one time, which may be a combination of Post Purchase Payment Plans and/or POS Plans. If you exceed 99 active Payment Plans, the applicable Amazon.ca purchase(s) will not be processed as a Payment Plan and will instead be charged to your Amazon.ca Rewards Mastercard as a regular purchase which is subject to the applicable Annual Interest Rate (AIR) for Purchases for the Account. MBNA is under no obligation to offer Payment Plans for any particular Purchase and has no obligation to continue to offer Payment Plans to you.

### 2.5 When can I accept a POS Plan offer?

A POS Plan offer can be accepted at Amazon.ca provided all items that appear in your cart are eligible for a POS Plan as determined by MBNA.

## Section 3: Payments on the Point of Sale Payment Plan

### 3.1 What are the monthly payments on a POS Plan?

Your Monthly Plan Payments on your POS Plan will be set out in the Payment Plan Offer Details and on your Account statement. The amount of your monthly payments for a POS Plan are determined by adding:

- the Purchase amount;
- the Plan Fee (if any); and
- the total interest that is payable on the Purchase amount and upon the Plan Fee, at the Payment Plan Annual Interest Rate (if any) for the Term; and

dividing the total of these amounts by the number of months in the Term selected by you.

This is known as the "Monthly Pl an Payment," and is also detailed on your monthly statement.

If you make changes to your order after it has been placed, please note that it may result in an increase to the Monthly Plan Payment of your MBNA Point of Sale Payment Plan.

Your last Monthly Plan Payment may be different than your other monthly payments. You agree to pay these Monthly Plan Payments for all Payment Plans set up on your Account.

### 3.2 When does the first monthly payment for a POS Plan start?

Your first Monthly Plan Payment will be included in the Minimum Payment of your Amazon.ca Rewards Mastercard Account starting with the first statement we provide after the Payment Plan is posted to your Account. (This means that the "Minimum Payment" row of the Disclosure Statement for your Account will be amended for the duration of your Payment Plan(s). Please see Section 3 of Appendix A of this Amending Agreement for more information on how your Minimum Payment calculation will change during a Payment Plan.) The monthly payment amount shown at your Amazon.ca checkout is an estimate, and assumes all items in your order are included in the same POS Plan. However, your Amazon.ca order may be split into multiple Payment Plans based on when the item(s) in the order are shipped. The Payment Plan for such item(s) will be created when MBNA has been notified by Amazon that the item(s) have shipped, and each Payment Plan will have the same interest rate and require the same number of monthly payments that was originally selected at checkout. If you make changes to your order after it has been placed, please note that it may result in an increase to the Monthly Plan Payment of your MBNA Point of Sale Payment Plan.

### 3.3 How is interest charged if you don't make your monthly payments?

If you do not pay your Monthly Plan Payment in full in a particular month, any unpaid portion of your Monthly Plan Payment will become subject to your Account's annual interest rate for Purchases beginning the first day of the Statement Period after the missed Minimum Payment.

If you do not pay your Required Payment (which is your Minimum Payment less any Monthly Plan Payments that are shown on the same statement as your Minimum Payment) by the Minimum Payment Due Date set out on your monthly statement in two (2) consecutive months, we have the right to cancel all your Payment Plans and any unpaid Payment Plan balances will become subject to the annual interest rate for Purchases that are then applicable to your Account (see Section 4.3).

## Section 4: Interest and Fees

### 4.1 What interest rate applies to my Payment Plan?

Each time you accept a Payment Plan offer, you agree to pay the annual interest rate set out in the Payment Plan Offer Details. This is the Payment Plan Annual Interest Rate for that offer. The Plan Fee (if any) is added to the Purchase amount. Therefore, you will pay interest on the Plan Fee at the Payment Plan Annual Interest Rate.

The Payment Plan Annual Interest Rate will apply to the Payment Plan balance for the Term starting on the Payment Plan Effective Date until the earlier of when you repay the Payment Plan, the Term expires, or the Payment Plan is cancelled.

Your first Monthly Plan Payment will be applied only to the principal outstanding on your

Payment Plan. Subsequent monthly payments will include interest calculated at the Payment Plan's Annual Interest Rate (if any) from the Payment Plan Effective Date. When the Term ends or if the Payment Plan is cancelled, any remaining balance of the Payment Plan will become subject to your Account's annual interest rate for Purchases.

### 4.2 Is there a Fee?

If a fee applies to the Payment Plan, a Plan Fee will be disclosed in the Payment Plan Offer Details. The applicable Plan Fee will be billed to your Account when the Payment Plan is set up and will be added to the applicable Payment Plan Balance that is subject to the applicable Payment Plan Annual Interest Rate. A portion of the Plan Fee amount (if applicable) plus applicable interest will then be repayable in your Monthly Plan Payment.

### 4.3 What interest rate will apply after your Payment Plan is cancelled?

If a Payment Plan is cancelled, then your interest rate on the outstanding balance of the Payment Plan that is cancelled will increase.

The outstanding balance of that Payment Plan (less any applicable refund of the Plan Fee) will become subject to your Account's then-current interest rate for Purchases. This means the interest rate being applied to this balance will increase from the Payment Plan Annual Interest Rate to the applicable interest rate for Purchases of your Account.

The interest rate increase will occur at different times depending on when a Payment Plan is cancelled.

If the Payment Plan is cancelled in the same Statement Period in which it was created, then this increase to your interest rate applies starting the day after the Payment Plan cancellation is processed. (If the Payment Plan is cancelled due to full payment of your Account balance, then a grace period applies. See Section 5 "*Grace Period*".)

If the Payment Plan is cancelled at any other time, then when the interest rate increase occurs depends on whether you pay the Grace Period Payment Amount by the due date or not. (The Grace Period Payment Amount is calculated as indicated in Section 1 "*Definitions*", starting the first statement we provide following the creation of a Payment Plan.)

- If you pay the Grace Period Payment Amount by the Minimum Payment Due Date, then the increase to your interest rate applies on the first day of the Statement Period following cancellation;
- If you do not pay the Grace Period Payment Amount by the Minimum Payment Due Date, then the increase to your interest rate applies on the day after the request to cancel the Payment Plan is processed.

## Section 5: Grace Period

### 5.1 How does the Payment Plan impact the grace period on your Account?

You don't have to repay your Payment Plan balance in full in order to take advantage of the interest-free grace period for new Purchases made in a Statement Period that have not been put in a Payment Plan. Here's what you have to pay on your Account by your Payment Due Date in order to avoid interest on new purchases made during a Statement Period (excluding new purchases that you have put into a Payment Plan):

- The New Balance shown on your monthly statement minus your Total Payment Plans Balance(s) that are shown on that same monthly statement, plus
- Your Monthly Plan Payment(s) that are due on your monthly statement.

We call this the "Grace Period Payment Amount". Starting the first statement we provide following the creation of a Payment Plan, we will show you the exact dollar amount you need to pay for each statement so you can benefit from the interest-free grace period on your Account.

However, if you have active Payment Plan(s) on your current monthly statement and move a Purchase that has already appeared on your monthly statement into a Post Purchase Payment Plan prior to the Minimum Payment Due Date of that monthly statement, the Grace Period Payment Amount will be the Grace Period Payment Amount figure that is already shown on your monthly statement minus the new Purchase amount(s) that you moved into a Post Purchase Payment Plan prior to the Minimum Payment Due Date of that monthly statement. For greater certainty, after you convert the new Purchase into a new Post Purchase Payment Plan, the amount of the new Post Purchase Payment Plan will not be included in the Payment Plans balance that is used to calculate the Grace Period Payment Amount that is due by the Minimum Payment Due Date of that monthly statement.

Example:

On July 9, you have a balance of **$589.59**, including a Post Purchase Payment Plan balance of **$328.26** with a Monthly Plan Payment amount of **$54.87**.

On July 10, you purchased a bookshelf for **$204.31**.

On July 11, you purchased a TV for **$1,000.00** on Amazon.ca and decided to pay through MBNA Point of Sale Payment Plan with 12 equal monthly payments of **$83.33**.

On July 16, your Credit Card monthly statement is printed showing the New Balance amount of **$1,793.90** which includes the **$204.31** bookshelf and **$1,000.00** TV purchase. The following information is also shown on the printed statement:

Total Payment Plan Balance = **$1,328.26**

Grace Period Payment Amount = **$603.84**

Minimum Payment Due Date = **August 10**

On July 20, you moved the bookshelf Purchase amount of **$204.31** into a Post Purchase Payment Plan (prior to the Payment Due Date of that monthly statement). The Grace Period Payment Amount that must be paid by the Payment Due Date of that monthly statement will be **$399.53**:

| Grace Period Payment Amount that was on the printed statement | – (Minus) | Purchase Moved to Post Purchase Payment Plan | = (Equals) | Revised Grace Period Payment Amount |
|---|---|---|---|---|
| **$603.84** | **–** | **$204.31** | **=** | **$399.53** |

### 5.2 If you pay your statement's balance in full, including the balance of Payment Plans, do you pay interest on Purchases put into a Payment Plan?

No. If you pay your statement's Balance in full (including the Payment Plan Balances) by the Payment Due Date of the monthly statement then you will avoid interest on all new

purchases made during that Statement Period, including new purchases that were put into a Payment Plan.

The "Interest-free Grace Period" row and certain other language of your Disclosure Statement and your MBNA Account Agreement is amended for the duration of your Payment Plan(s). Please see Appendix A of this Amending Agreement for the updated terms of your Disclosure Statement (which forms part of your MBNA Account Agreement), and Appendix B of this Amending Agreement for the updated terms of your MBNA Account Agreement.

# Section 6: Cancellation or Changes to my Payment Plan

### 6.1 Can you cancel or change your Payment Plan?

You cannot make changes to your Payment Plan's terms once it is posted to your Account. However, you can cancel the Payment Plan through MBNA online banking, the MBNA mobile application or calling the MBNA call centre at **1-833-758-3857**. If you cancel a Payment Plan, you may not put that purchase into a Payment Plan again. Any unpaid Payment Plan balances will become subject to the annual interest rate increase as set out above, in Section 4.3, under the heading "*What interest rate will apply after your Payment Plan is cancelled?*".

### 6.2 Can MBNA cancel your Payment Plan?

MBNA has the right to cancel your Payment Plan if:

- we do not receive your Required Payment by the Minimum Payment Due Date in 2 consecutive months;
- you become a resident of Quebec;
- the balance of your Account goes over its credit limit, including if the Account goes over limit due to any fees or interest charged;
- you close your Account;
- MBNA closes your Account or removes charging privileges for your Account.

MBNA also retains the right to cancel your Payment Plans if you are otherwise not in compliance with this Amending Agreement or the MBNA Account Agreement, or for any other reason set out in Section 8.2 ("*Can we restrict or close the Account?*") of the MBNA Account Agreement. If MBNA cancels your Payment Plan, any unpaid Payment Plan balances will become subject to the annual interest rate for Purchases as set out above, in Section 4.3, under the heading "*What interest rate will apply after your Payment Plan is cancelled?*".

### 6.3 What if I return or dispute a purchase that I put into a Payment Plan?

**Returns**: If a purchase is put into a POS Plan and you subsequently returned the item, this will result in the automatic cancellation of the Payment Plan or (for partial returns/refund) reduce the Payment Plan balance by the refund amount.

**Disputes**: If a purchase is put into a POS Plan and is subsequently successfully disputed for a refund, this will not result in the automatic cancellation of the Payment Plan. If you do wish to cancel a Payment Plan after a successful dispute, you may cancel the POS Plan yourself through MBNA online banking or through the MBNA mobile application, or by calling the MBNA call centre at 1-833-758-3857.

# Section 7: Amendments to existing terms for your credit card

### 7.1 What are the amendments to your Account's Disclosure Statement?

You were provided a Disclosure Statement when we accepted your application for an Account. This document discloses certain information about your Account, and we update it from time to time when there are changes to your Account.

When you accept a Payment Plan, your Disclosure Statement is changed in the following ways:

- The way we calculate the Minimum Payment changes so that the Monthly Plan Payment is now included (see Section 3 "*Payments on the Payment Plan*" for details);
- Your grace period changes so you may still benefit from an interest free period for certain purchases even when you do not pay your entire credit card balance (see Section 5 "*Grace Period*" for details);
- You must pay your Required Payment by the Minimum Payment Due Date each month to maintain existing promotional interest rates for Balance Transfers on your Account, and to avoid the application of Default Rates to your Account (see Section 3.3 "*How is interest charged if you don't make your payments?*" for additional details); and
- The Plan Fee (if any) is added to the section that discloses all your credit card fees.

In addition to the above sections, please see Appendix A of this Amending Agreement for the full updated terms of your Disclosure Statement.

### 7.2 Are sections of my existing MBNA Account Agreement changing?

Yes. When you accept a Payment Plan your MBNA Account Agreement is changed in the following ways:

- We changed certain sections to indicate how your payments are applied;
- We changed certain sections to indicate what happens if you miss making a payment on time;
- We changed certain sections to reflect the grace period changes. This is the same change we make to your Disclosure Statement (see above at Section 5 "*Grace Period*" for details);
- We changed the Definition of "Agreement" so it includes these terms.

Please see Appendix B of this Amending Agreement for the full changed terms to your MBNA Account Agreement.

### 7.3 Are there any amendments to your promotional Balance Transfer annual interest rates that you currently have?

Your Account's promotional rate Balance Transfer annual interest rates, and the Balances to which they apply remain unchanged.

However, since your Minimum Payment includes the Monthly Plan Payment, we have updated the terms of default for your promotional rate Balance Transfers so that your promotional interest rate remains as long as you pay the Required Payment (which is the Minimum

Payment less the Monthly Plan Payment(s) that are shown on the same statement as your Minimum Payment). Please see Appendix C of this Amending Agreement for more information

### 7.4 Are there any amendments to existing Pre-Authorized Debit (PAD) authorizations?

Yes, if you have provided authorization to MBNA to debit your chequing or savings account to pay your Account statement's "New Balance" each month, we will instead debit the Grace Period Payment Amount for the applicable statement period each month until your Payment Plans expire or are cancelled, starting the first billing period after your Payment Plan Effective Date.

Please see Appendix C of this Amending Agreement for more information on how your existing PAD authorization will be amended for the duration of your Payment Plan(s).

### 7.5 For Accounts that have rewards, are there any amendments to applicable reward terms and conditions?

Yes, setting up a POS Plan will impact the applicable rewards terms and conditions for your credit card. Purchases from Amazon.ca that have been enrolled into a POS Plan will not earn Points for that specific transaction.

If your POS Plan is cancelled, the remaining Payment Plan balance will become subject to your Annual Interest Rate for Purchases. Points will not be earned on the remaining Plan Balance.

Please see Appendix C for the details of Amendments to Amazon.ca Rewards Mastercard Credit Card Rewards Program Terms and Conditions.

## Section 8: General Information

**8.1** Your POS Plan will be charged to your credit card account as your Amazon.ca item(s) are shipped by the applicable merchant. The monthly payment amount shown at your Amazon.ca checkout is an estimate, and assumes all items in your order are included in the same POS Plan. However, your order may be split into multiple POS Plans based on when the item(s) in the order are shipped. The Payment Plan for item(s) will be charged to your credit card when MBNA has been notified by Amazon that the item(s) have shipped, and each Payment Plan will have the same interest rate and require the same number of monthly payments that was originally selected at checkout. If your purchase includes a recurring subscription, then the first month's subscription purchase amount (but not any subsequent monthly subscription amount) will be included in the Payment Plan balance. The subsequent monthly subscription amounts will be charged to your Amazon.ca Rewards Mastercard as a regular purchase. If you make additional transactions in your Account during the period between the Amazon.ca checkout and when the item(s) are shipped, the amount of the POS Plan and applicable Plan Fees may put your Account over its credit limit and could result in an over-limit fee, if applicable.

**8.2** This Amending Agreement is between you and The Toronto-Dominion Bank carrying on business as MBNA. Each time you put an Amazon.ca purchase into a POS Plan, you agree that this Amending Agreement (which includes the applicable Payment Plan Offer Details) applies to that Payment Plan.

# Appendix A – Amendments to the Disclosure Statement of your Account

**During the Term of your POS Plan, the Disclosure Statement of your Account is amended as outlined below.** For greater certainty, these updates to your Disclosure Statement are in effect for the duration of the applicable POS Plan. Anything not amended by the Amending Agreement remain as previously disclosed, and after termination or closure of all Payment Plan(s) on your Account the Disclosure Statement terms that had applied to your Account prior to acceptance of a POS Plan will again apply unless otherwise amended:

**1. Changes to the "Annual Interest Rate" row of your Disclosure Statement**

The "Annual Interest Rate" row of your Disclosure Statement is amended by replacing all references to "Minimum Payment" with "Required Payment". This means that:

- in order to maintain any Promotional Rates for Balance Transfers for the entire length of the applicable promotional period, you must pay your Required Payment each month;
- if we do not receive the full Required Payment by the Payment Due Date shown on your statement, or by your New Statement Date, twice within 12 consecutive Statement Periods, we have the right to increase the annual interest rates of your Account as indicated in your Disclosure Statement. We will apply the higher interest rates starting on the first day of the second Statement Period after you miss making the second Required Payment on time;
- you will continue to pay these higher interest rates until you pay the Required Payment by the Payment Due Date, or the New Statement Date, for 12 consecutive Statement Periods; and
- after you make the 12 consecutive Required Payments on time, your annual interest rates will decrease as indicated on your Disclosure Statement.

**2. Changes to the "Interest-free Grace Period" row of your Disclosure Statement**

You have a minimum 21-day interest-free Grace Period for new Purchases and fees (other than Cash Advance fees or Balance Transfer fees) that appear for the first time on the Account statement ("**New Purchases**"). This means that:

- if you pay the Grace Period Payment Amount in full on or before the Payment Due Date shown on your Account's statement, you will not be charged interest on New Purchases (excluding New Purchases that you have put into a Payment Plan).
- if you pay the Total New Balance shown on the applicable Account statement (including Payment Plan balances) in full on or before the Payment Due Date shown on such Account statement, you will not be charged interest on New Purchases (including New Purchases you have put into a Payment Plan).

The Grace Period does not apply to:

- Purchases and fees that appear on previous Account statements;
- Cash Advances (including Cash-Like Transactions);
- Balance Transfers;

- Cash Advance fees; or
- Balance Transfer fees.

**3. Changes to the "Minimum Payment" row of your Disclosure Statement**

The "Minimum Payment" row of your Disclosure Statement is amended so that your Minimum Payment will be as indicated below, starting the first statement we provide following the creation of a Payment Plan. For greater certainty, your Minimum Payment will include the Monthly Plan Payment(s) for any Payment Plans which are due on your monthly Account statement, as well as the other amounts indicated in the Minimum Payment formula that is disclosed below:

**Minimum Payment**: You must pay at least your monthly Minimum Payment on your Payment Due Date. This is how we calculate your Minimum Payment amount for the Term of your MBNA Point of Sale Payment Plan:

$10.00

+ (plus) all new interest charges (excluding Payment Plan interest);

+ (plus) any fees (excluding applicable Payment Plan Fees);

+ (plus) the sum of any Monthly Plan Payments due on your statement (including applicable interest and fees)

+ (plus) any past due Required Payment amounts;

+ (plus) any amount that goes over your Credit Limit.

If the Grace Period Payment Amount shown on your monthly statement minus your total Monthly Plan Payments is less than $10.00, your Minimum Payment will be equal to your Grace Period Payment Amount.

# Appendix B – Amendments to your MBNA Account Agreement

**During the Term of your POS Plan, your MBNA Account Agreement is amended as outlined below.** For greater certainty, these updates to your MBNA Account Agreement are in effect for the duration of the applicable POS Plan. Anything not amended by the Amending Agreement remains as previously disclosed, and after termination or cancellation of all Payment Plan(s) on your Account, the MBNA Account Agreement terms that had applied to your Account prior to acceptance of a POS Plan will again apply unless otherwise amended:

**1. Changes to the definition of "Agreement" in your MBNA Account Agreement**

For the Term of the applicable POS Plan (or until the Payment Plan is terminated or cancelled), the definition of "Agreement" in your MBNA Account Agreement shall be deemed to include the Payment Plan Offer Details and the MBNA Point of Sale Payment Plan Amending Agreement. For greater certainty, the Payment Plan Offer Details and the MBNA Point of Sale Payment Plan Amending Agreement supplement and change your MBNA Account Agreement.

**2. Changes to Section 4.4 "*How do we apply your payment?*" of your MBNA Account Agreement**

The language under the "*How do we apply your payment?*" heading is deleted and replaced with the following:

We will apply payments to the Account **first to your Minimum Payment** in the following order:

**a)** to any Monthly Plan Payment(s) due;

**b)** to any interest that appears on your statement;

**c)** to any fees that appear on your statement;

**d)** to other Transactions that appear on your statement, including any amounts that exceed your Credit Limit or to any past due Required Payment amount;

**e)** to Transactions, including fees, which do not yet appear on your statement.

In any of the above categories **a** to **e**, those amounts with the lowest rate(s) of interest will be paid first before those amounts with the higher rate(s) of interest.

**3. Changes to Section 4.5 "*What happens if you pay more than the Minimum Payment?*" of your MBNA Account Agreement**

The language under the "*What happens if you pay more than the Minimum Payment?*" heading up until the "Paying more than the Account balance" heading is deleted and is replaced by the following:

**a) Amount above Minimum Payment but less than or equal to your Grace Period Payment Amount**

For any amount you pay above your Minimum Payment (the excess payment) but less than or equal to your Grace Period Payment Amount, we will apply the excess payment to the Grace Period Payment Amount using the following process:

**(i) Categorize by interest rate**: We will place all items that have the same annual interest rate(s) into the same annual interest rate category. For example:

- if your remaining Grace Period Payment Amount includes Purchases, all Purchases with the same annual interest rate will go into the same category.
- if your remaining Grace Period Payment Amount includes Cash Advances, all Cash Advances with the same annual interest rate will go into another category.
- if your remaining Grace Period Payment Amount includes Balance Transfers, all Balance Transfers with the same annual interest rates will go into another category.

**(ii) Apply payment by Balance percentage**: We will then apply the excess payment to the different interest rate categories in proportion to the amount each category represents of the Grace Period Payment Amount that remains after we apply your Minimum Payment. For example:

- If the Purchase category represents **70%** of your remaining Grace Period Payment Amount, then we apply **70%** of your excess payment to that category.
- Likewise, if your Cash Advance category represents **20%** of your remaining Grace Period Payment Amount Balance, then we apply **20%** of your excess payment to this category.

- Likewise, if your Balance Transfer category represents **10%** of your remaining Grace Period Payment Amount Balance, then we apply **10%** of your excess payment to this category

**b) Amount above your Grace Period Payment Amount, up to the New Balance on the monthly statement**

If we receive a payment that is more than your Grace Period Payment Amount but less than the New Balance on your monthly statement, we apply the remaining amount of your payment in the following order:

i. Unbilled Transactions, using a method consistent with Section 4.5(a)(i) and (ii).

ii. Monthly Plan Payments that are not yet due, using a method consistent with Section 4.5(a)(i) and (ii).

**c) Paying more than the Account Balance**

If you pay more than the New Balance shown on your statement, we will apply the excess amount of your payment to Transactions which do not yet appear on your statement.

**Credit Balance**

You will have a credit balance if:

- you pay more than your Account Balance; and
- there are no Transactions since your last statement.

We do not pay interest on credit balances. We do not insure credit balances as a deposit under the Canada Deposit Insurance Corporation Act (Canada).

A credit balance will not increase your Available Credit or your Credit Limit.

**4. Changes to Section 4.6 "*What happens if you miss making the Minimum Payment on time?*" of your MBNA Account Agreement**

Section 4.6 of the MBNA Account Agreement is amended by deleting the "*What happens if you miss making the Minimum Payment on time?*" heading and replacing it with "*What happens if you miss making the Required Payment on time?*".

Section 4.6 is also amended by replacing all references to "Minimum Payment" with "Required Payment". For greater certainty, this means that:

**If you don't make 1 Required Payment by the Payment Due Date**

- The Account will no longer be in Good Standing.
- We may take any measure available to us under the Agreement. This includes the right to:
  - restrict or close the Account; and/or
  - deduct money from another account that the Primary Cardholder has with any member of the TD Bank Group, with or without notifying the Primary Cardholder.
- We may contact you to discuss your missed Required Payment.
- We may require the Primary Cardholder to repay everything owed under this Agreement.

**If you don't make 2 Required Payments by the Payment Due Date within 12 consecutive statements**

If we do not receive the full Required Payment (i) by the Payment Due Date shown on your statement, or (ii) before the date on which we prepare your next monthly statement (the "**New Statement Date"**), twice within 12 consecutive statement periods, then:

- we can exercise the same rights we have if you miss making 1 Required Payment by the Payment Due Date.
- we will increase the standard interest rates on the Account to the higher interest rates shown in your Disclosure Statement.

**Missing your Required Payment and the impact to offers**:

- If you fail to pay your Required Payment by the Payment Due Date, this failure may impact your promotional annual interest rate offers.
- To learn more, see the terms and conditions that apply to such offer.

**If you miss 2 Required Payments consecutively**

If you do not pay your Required Payment by the Payment Due Date set out on your monthly Account statement in two (2) consecutive months, we have the right to close all your Payment Plans. If we close your Payment Plan(s), any unpaid Payment Plan balances will become subject to your Account's annual interest rate for Purchases.

**5. Changes to Section 4.7 ("*What is an interest-free Grace Period?*") of your MBNA Account Agreement**

Section 4.7 of the MBNA Account Agreement is amended by deleting the first three bullets under the "For Residents Outside of Quebec" heading and replacing them with the following:

- You have a minimum **21**-day interest-free Grace Period for new Purchases and fees (other than Cash Advance fees or Balance Transfer fees) that appear for the first time on the Account statement ("**New Purchases**").
- This means that if you pay the outstanding Grace Period Payment Amount in full on or before the Payment Due Date shown on such Account statement, you will not be charged interest on New Purchases (excluding New Purchases that you have put into a Payment Plan).
- If you do not pay the Grace Period Payment Amount in full by the Payment Due Date, we will charge interest on New Purchases starting from the Transaction date and interest will continue to apply until you pay the outstanding amounts in full.
- If you pay the Total New Balance shown on the applicable Account statement (including Payment Plan balances) in full on or before the Payment Due Date shown on such Account statement, you will not be charged interest on New Purchases (including New Purchases you have put into a Payment Plan).

# Appendix C – Other disclosures that are amended by this Amending Agreement

**1. *Changes to terms applicable to your Promotional Rate Balance Transfer balances***:

*Promotional Rate Balance Transfers in effect as of the Effective Date of Payment Plan*: If you have transactions that are currently subject to a Promotional Rate for Balance Transfers, the terms applicable to your Promotional Rate Balance Transfer balance are amended by replacing all references to "Minimum Payment" with "Required Payment". For greater certainty, this means that:

**a.** in order to maintain the Promotional Rate for Balance Transfers for the entire length of the applicable promotional period, you must pay your Required Payment each statement period (which is your Minimum Payment less any Monthly Plan Payment(s) that are shown on the same statement as your Minimum Payment); and

**b.** if you fail to make your Required Payment on time, then you will also lose the benefit of any Promotional Rate that you are participating in and the remaining promotional Balance Transfer amounts will become subject to your Account's Standard Rate for Balance Transfers on the first day of the second Statement Period following any late Required Payment.

**2. *Changes to existing PAD authorizations***:

*Pre-Authorized Debit authorizations*: If The Toronto-Dominion Bank operating a division as MBNA (the "Bank") has been provided (in writing or over the phone) with an Authorization for Personal Pre-Authorized Debit (PAD) Service ("PAD Authorization") that instructs the Bank to debit your chequing or savings account (or the chequing or savings account of you and another joint account holder, as applicable) (the "Chequing Account") to pay your MBNA Credit Card statement's New Balance total each month, the PAD Authorization will change in the following ways:

**a.** During the Term of your Payment Plan(s), the Grace Period Payment Amount will be what is debited from the Chequing Account each month. This means that the Bank will not debit from your Chequing Account each month any future Monthly Plan Payment(s) that are not yet payable by the Minimum Payment Due Date of that month's Account statement. If you have provided authorization to MBNA to debit your chequing or savings account to pay your Account statement's "New Balance" each month, once your Payment Plan is created we will instead debit the Grace Period Payment Amount (as defined in your terms and conditions) each month until your Payment Plans expire or are cancelled, starting the first billing period after your Payment Plan Effective Date.

**b. If the Chequing Account is a joint account, you represent and warrant to the Bank on a continuing basis that you have the consent and authorization of all persons whose signatures are required to deal with the Chequing Account to amend the PAD Authorization as indicated above, that <u>you and all such persons agree to waive all pre-notification requirements</u>, and that all such persons have provided you with a separate authorization to this effect. You agree to provide us with updated information in writing concerning any change to the Chequing Account.**

**c.** You have certain recourse rights if any debit does not comply with the PAD Authorization. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with the PAD Authorization. You may revoke your PAD Authorization at any time, subject to providing notice of 30 days to the Bank. To obtain a sample cancellation form, or for more information on your right to cancel a PAD Agreement, contact your financial institution or visit **www.cdnpay.ca**. You may contact the Bank if you have a problem or concern about your PAD Authorization toll free at **1-800-347-6262** or email us at **customer.service@td.com**. For a more detailed overview of our complaint process, visit us at **https://www.mbna.ca/en/contact-us/complaint**. You can also contact us in writing at the following address:

MBNA

Attention: Customer Service

P.O. Box 9614, Ottawa, ON, K1G 6E6

**3.** ***Changes to the Amazon.ca Rewards Mastercard Credit Card Rewards Program Terms and Conditions***:

You will not earn Points on Amazon.ca purchases that are paid using an MBNA Payment Plan. For greater certainty, "Net Purchases" in the Amazon.ca Rewards Mastercard Credit Card Rewards Program Terms and Conditions does not include, and you will not earn any Points in respect of, any purchases from Amazon Sites or a Whole Foods Market Site that use a POS Plan as the payment method for the purchase.

# Notice: MBNA balance protection insurance

If your credit card account is enrolled in MBNA balance protection insurance while on a Payment Plan, there are no changes and existing insurance benefits and premium calculations will continue to apply to all amounts charged to your MBNA Credit Card, including those amounts under a Payment Plan, as follows:

Insurance Premiums

- The premium calculations will remain the same and your premiums will be calculated on any amounts under your Payment Plan(s) and the Plan Fee(s) as they form part of your balance.

Insurance Benefits

- The insurance benefit calculations will remain the same. However, please note that the monthly benefits may not cover your entire Minimum Payment in certain circumstances depending on the Payment Plan you select. **You'll remain responsible for any amounts owing on your Account that aren't covered by the insurance.**

For more information about your MBNA balance protection insurance, please see your certificates of insurance or call Assurant at **1-800-340-4717**.

[1] Balance protection insurance is underwritten by American Bankers Life Assurance Company of Florida ("ABLAC") and/or American Bankers Insurance Company of Florida ("ABIC"). ABLAC, ABIC, their subsidiaries, and affiliates carry on business in Canada under the trade name of Assurant®.

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