

## Account Agreement

This Agreement sets out the terms of your credit card account with us. It applies to you and all authorized user(s). Accessing your account means that you have received this Agreement and you agree to be bound by it.

In addition to the features outlined in this Agreement, you may be offered other programs and benefits, which will be governed by separate agreements.

Call us immediately at 1-888-876-6262 (English) or 1-800-870-3675 (French) if your Credit Device is lost, stolen or used without your permission.

Please notify us promptly of a change to your address.

### You can contact us in the following ways:

Online banking or for more information	<a href="http://www.mbna.ca">www.mbna.ca</a>
Telephone from Canada or the U.S.	1-888-876-6262 (English) 1-800-870-3675 (French)
Telephone from other countries (call collect)	613-907-3505 (English) 613-907-3506 (French)
Hearing impaired (TTY/TDD)	1-800-872-5758 (English) 1-800-872-5280 (French)
Fax	1-877-839-6262
In writing	MBNA, Attention: Customer Service P.O. Box 9614 Ottawa, ON K1G 6E6

### Table of Contents

The basics .....	2	Paying your account .....	9
Your agreement with us .....	2	How we apply your payment .....	10
Types of transactions .....	2	Your billing rights .....	12
Authorized users .....	5	Rates and interest charges .....	12
Ownership of Credit Devices .....	6	Lost or stolen Credit Devices and Unauthorized Use of your account ...	16
Personal identification number and other security features .....	6	Special programs and benefits .....	17
Access cheques .....	7	Your privacy is important to us .....	18
Foreign currency transactions .....	7	Resolving your complaints .....	20
Closing your account .....	8	Disclaimers and other important information .....	22
Payment and billing .....	8	Words used in this Agreement .....	25
Account statements .....	8		

# The basics

## Your agreement with us

In this Agreement, “we”, “us” and “our” mean MBNA and each of its affiliates. “You” and “your” mean the person in whose name we have opened an account. Some words used in this Agreement are capitalized because they have specific meanings that are explained in the last section of this Agreement.

This document, the MBNA Privacy Notice and all Disclosure Statements we send you, and any changes we make to them, form your entire “**Agreement**” for your credit card account with us. This Agreement replaces any previous Account Agreement provided to you for your account.

### First things first:

- **You must sign your card before it is used.**
- **Cards may need to be activated prior to use.**

## Types of transactions

Your account can be used by you and, in almost all cases, your authorized users to conduct the following types of transactions:

### Purchases

An advance of credit obtained:

- to buy or lease goods or services
- to pay for any Transaction Fee incurred in connection with a purchase

We also treat the following as purchases for the purpose of calculating interest charges: (i) Annual Fees and (ii) Account Fees.

### Balance transfers and access cheques

An advance of credit obtained:

- by a transfer of funds to another creditor upon request
- by a transfer of funds to a bank account upon request
- by an access cheque
- to pay for any Transaction Fee incurred in connection with a balance transfer or access cheque, or to pay any RAC Fees assessed on your account

### Cash advances

An advance of credit obtained:

- at an automated teller machine (“**ATM**”)
- at any financial institution (i.e., to obtain cash, money orders or travellers cheques); by a same-day online funds transfer to a bank account; or at any non-financial institution (to obtain cash)
- to buy “cash equivalents” with your Credit Device (i.e., foreign currency, money orders, travellers cheques or wire transfers from a non-financial institution, or person-to-person money transfers, bets, lottery tickets, casino gaming chips)
- to pay for any Transaction Fee incurred in connection with a cash advance

### We may decline and/or limit the number and amount of any transaction or set of transactions for any reason at our discretion

Transactions are identified by transaction type for us by the merchant. If you are uncertain as to whether any particular transaction will be considered a purchase, cash advance, balance transfer or access cheque, you should ask the merchant.

### You and your authorized users are the only persons permitted to use your account

We, our agents and our service providers may monitor transactions on your account. You may not use or permit the use of your account to make any illegal transaction or to obtain cash from a merchant. We will not be liable if you engage in an illegal transaction, but we may charge your account for such transaction.

An access cheque, balance transfer or cash advance may not be used to pay off or down your account balance or any other balances with us (including our affiliates, which would include any member of the TD Bank Group). When a transaction is made with your account number without providing your Credit Device (such as by telephone, mail or Internet), it is the same as if you had provided your Credit Device and, if required, signed the sales slip or provided your personal identification number (“**PIN**”).

### Your credit limit

Your credit limit is the maximum total amount (which includes transactions, fees and interest) that can be charged to your account. Your initial credit limit is set out on your initial Disclosure Statement. Your credit limit will also appear on each account statement. The total amount you owe on your account should never be more than your credit limit.

### Your credit limit is the maximum amount that can be charged to your account

We may decrease your credit limit for any reason at any time. You are the only person who may request a credit limit increase. We may increase your credit limit with your consent.

### Exceeding your credit limit can trigger over-limit fees

Remember, the credit available shown on your account statement will not include account transactions, fees, interest charges or adjustments that post to your account after the Statement Closing Date – adding these in could result in you exceeding your credit limit.

Some merchants require purchases be pre-authorized. Your credit available will decrease by the amount authorized, whether or not you receive goods or services at that time. It may take up to 10 days to release any pre-authorization.

## **The Statement Closing Date is the last day of the Statement Period**

### **Your cash advance limit and cash advance available**

We may set a cash advance limit on your account that is less than your credit limit. Your account statement will indicate your cash advance limit and the amount of cash advance available on your account as of the Statement Closing Date. The cash advance limit is not additional credit beyond your credit limit, but is the maximum advance of credit that you can obtain by way of cash advance (as such term is defined in the “Types of transactions” section of this Agreement), including accrued interest on such transaction(s).

### **Your cash advance limit is not additional credit beyond your credit limit**

We may decline any cash advance that would cause you to exceed your cash advance limit. If we permit you to exceed your cash advance limit, it does not mean that we will permit you to do so again. Partial amounts will not be processed. We reserve the right to change your cash advance limit from time to time without prior notice to you. You are the only person who may request an increase or decrease to the cash advance limit assigned to your account. However, your cash advance available will never exceed your credit available. If the cash advance limit on your account is set by us at zero, then your account cannot be used to obtain a cash advance. The cash advance available shown on your account statement does not reflect cash advances and related fees, interest charges or adjustments that post to your account after the Statement Closing Date.

### **Over-limit transactions**

You agree to allow us, at our discretion, to complete transactions made on your account that exceed your credit limit (“over-limit transaction”). Over-limit transactions will not result in an increase to your credit limit and will be subject to the over-limit fee set out in your Disclosure Statement. You will be charged only one over-limit fee in respect of any particular Statement Period. However, if any payment you make that is returned to us for any reason results in you being over-limit in any prior Statement Period, we may assess an over-limit fee for such Statement Period(s). Over-limit fees will be posted on the Statement Closing Date of each Statement Period during which you are over your credit limit. If we permit you to exceed your credit limit, it does not mean that we will permit you to do so again. Alternatively, we may decline an over-limit transaction or treat the amount of such transaction as immediately due and payable. We may also tell, in any reasonable manner, whoever is trying to process an over-limit transaction that we have refused credit (including due to insufficient funds).

## **Failing to pay your Minimum Payment by the Due Date can make you lose or become ineligible for promotional interest rates, resulting in balances at those rates increasing to the standard interest rate(s)**

### **Your promise to pay**

You are solely responsible, and promise to pay us, for all transactions, fees, interest charges and adjustments charged to your account in accordance with this Agreement.

## **If you do not pay**

At any time, we can require you to immediately pay the total outstanding balance on your account (including if you do not make your Minimum Payment by the Due Date or you otherwise do not comply with this Agreement). You agree that we may, without notice to you, deduct money from any other account that you have with us or any of our affiliates, which would include any member of the TD Bank Group, and use it to pay the amount that is owing to us. You will be responsible for costs (including legal fees on a solicitor-and-client basis) incurred while trying to collect from you. You and your authorized users will lose all privileges associated with your account, including the use of Credit Devices. If you, or an authorized user, try to use your account, such transaction(s) may be declined. We may report your failure to pay to Canadian credit bureaus.

### **Your responsibility**

It is your responsibility to ensure compliance with this Agreement. Your obligations under this Agreement will not be met if, among other things:

- your required Minimum Payment is not made by the applicable Due Date
- any statement made by you or an authorized user to us, our agents or service providers (in your account application or otherwise) is untrue or misleading

If you, or any authorized user, do not comply with this Agreement, some or all privileges associated with your account may be lost, and any transaction(s) made on your account may be declined.

## **Authorized users**

### **Authorized users can do almost anything you can with your account Authorized users have no responsibility for any amounts owing on your account**

Think carefully before adding an authorized user on your account or otherwise allowing someone to use your account, as you will be liable for all transactions made by that person. Authorized users can do almost anything you can with your account. For example, they can make transactions, change the PIN for Credit Devices, exceed your credit limit and request account information, including account statements.

You may not limit the amount of access or authority you give to any authorized user. Authorized users have no responsibility to us for any amounts owing on your account. We will not recognize or honour any arrangements that may exist between you and any authorized user, including for payment of any amount owing on your account.

It is your responsibility to ensure that each authorized user on your account complies with this Agreement. Without limiting the general obligation of an authorized user to comply with this Agreement, an authorized user agrees that by accessing your account, he or she is bound by all of the terms of this Agreement, including that:

- The Credit Device(s) issued to an authorized user is for his or her use only and must not be used (nor his or her use be directed) by any other person.
- The Credit Device(s) issued to an authorized user must not be used for any illegal purpose.

- All security requirements (including those designed to protect PINs or other security codes) must be complied with.
- The authorized user must report to us if he or she suspects that his or her Credit Device(s) has/have been lost or stolen or suspects possible Unauthorized Use of his or her account.
- The authorized user consents to the collection, use, disclosure and retention of his or her Personal Information as set out in the “Your privacy is important to us” section of this Agreement.

**You authorize someone to use your account when you:**

- notify us that you want to add an authorized user
- lend, or an authorized user lends, someone a Credit Device or your account number
- in any way enable or allow someone else to use your account

**Removing an authorized user**

Authorized users will continue to have full access to your account indefinitely. You will be responsible for retrieving and destroying all Credit Devices that are in the possession of any authorized user that you remove from your account.

**You will remain liable for any transactions made by an authorized user that we cannot prevent even after you request the removal of such authorized user**

**Ownership of Credit Devices**

All Credit Devices belong to us and cannot be transferred or assigned to anyone else. We may require you and your authorized users to return any Credit Device at any time for any reason.

**Credit Devices include credit card plastics, access cheques and contactless payment devices**

**Personal identification number and other security features**

All credit cards issued to you and your authorized users will be initially assigned the same PIN or other security code (such as a password) to, among other things, enable access to ATMs, point-of-sale terminals or other devices and/or to access your account information online. You and your authorized users can change your PINs independently by contacting us. You agree not to disclose your PIN or other security code to anyone, or make a record of it (in writing or otherwise). We will not be liable for any loss or damage arising from your use of ATMs, point-of-sale terminals or other devices, or from any mechanical or operational failure of any such equipment.

**You must keep your PIN and other security codes secret.  
You can select a PIN that is unique and easy to remember.**

**Access cheques**

Access cheques are another way to obtain credit on your account and can be used in the same way as ordinary cheques. Access cheques can be used to transact with merchants (such as to purchase goods and services), pay bills, or pay off balances with creditors other than us. Access cheques may be printed with an expiration date. If an access cheque is used after its expiry date, it may be returned unpaid. When an access cheque is used, you may be charged a fee for the transaction. We may or may not pay the amount of an access cheque that will cause you to exceed your credit limit, but if we do advance such amount, we may charge you an over-limit fee.

**Stop payment requests**

A stop payment may be requested on an access cheque by providing us with all of the following:

- access cheque number
- exact dollar amount
- the exact name of the person or entity to whom the access cheque is made payable as it appears on the access cheque

We will use reasonable efforts to respond to a stop payment request. However, a stop payment request does not guarantee that the access cheque will not be paid. Stop payment requests are effective for 30 days from the day we place the stop payment.

You may not post-date an access cheque on your account. If an access cheque is post-dated in error, we may honour it upon receipt or return it unpaid to the person who provided it to us for payment, without in either case waiting for the date shown on the access cheque. We are not liable for any loss or expense incurred as a result of any action or inaction taken by us, our agents or service providers.

**Foreign currency transactions**

We will bill you for all transactions in Canadian dollars. All transactions (including returns) and, if we choose to accept them, payments made in a foreign currency will be converted to Canadian dollars.

Transactions will be converted at a rate equivalent to the benchmark rate set by the payment card network under which your card is issued in effect on the date that we process the transaction, plus an amount equal to a percentage (as set out in your Disclosure Statement) of the transaction amount after it has been converted.

Payments made in a foreign currency will be converted into Canadian dollars at a rate equal to the Bank of Canada rate reported at the close of business on the day immediately preceding the date that we process the payment. We will also charge you a fee in an amount equal to a percentage (as set out in your Disclosure Statement) of the foreign currency payment amount. If you are paying interest on your account, interest will be charged on the converted amount.

## Closing your account

### You are the only person who may close your account

If you would like to close your account, simply notify us by phone or mail. You must pay the total outstanding balance on your account before your account will be closed by us, and all your obligations under this Agreement continue even after your account is closed. We have the right to suspend charging privileges or close your account at any time for any reason without notice.

#### ***If your account is closed, you must:***

- destroy or return all Credit Devices
- instruct anyone authorized to charge transactions (recurring or otherwise), such as online service providers, health clubs or others, to stop posting transactions to your account. Unless you stop these transactions, we may continue to accept charges from these sources and you will be responsible to pay us for such transactions.
- not use your account or any Credit Device that provides access to your account (or permit their use by your authorized user(s) or any other person)

### Make sure you stop all recurring transactions if your account is closed

#### ***What happens next:***

If we owe you money after you close your account, we will make reasonable efforts to inform you and we will deliver these funds to you upon your request.

#### **Do not abandon your account**

If you stop using your account for an extended period of time, it will not close your account.

#### **You may be charged Account Fees**

If you have a credit balance and your account is closed or you abandon your account, you may be charged Account Fees as set out in your Disclosure Statement.

## Payment and billing

### Account statements

Following each Statement Period, we will send you (or make available to you if you have elected to receive statements online) an account statement. However, a statement may not be sent if there is no balance, transaction or other activity on your account for that Statement Period, or your account has been closed, suspended or written off as a bad debt by us and we have demanded that the total outstanding amount owing on your account be paid in full. Statements will be sent to your address shown on our records at the time they are sent.

### The “New Balance” shown on your account statement is the total amount owing on your account as of the Statement Closing Date

Each statement will cover a Statement Period determined by us and will show your New Balance and all account activity during the Statement Period. Your New

Balance is calculated by adding together the account balance remaining from the previous Statement Period, new transactions, interest charges, fees and adjustments and deducting payments and credits.

Your Statement Period begins on the day after the Statement Closing Date of the last Statement Period and ends on a date we determine. The number of days in a Statement Period may vary for several reasons (including holidays, weekends and the different number of days in each month), but will typically be around 30 days.

### Paying your account

We expect all payments on your account to be made in Canadian currency. If a payment is made in a foreign currency, we reserve the right to accept or reject such payment. See **Foreign Currency Transactions** section for further details on conversion of such payments.

### Minimum Payment

We must receive your Minimum Payment by the Due Date. If we do not receive your Minimum Payment by the Due Date, your account may be reported as delinquent to Canadian credit bureaus. Even if you pay more than your Minimum Payment, you must still pay the Minimum Payment set out on your next account statement.

The Minimum Payment is calculated as set out in your Disclosure Statement.

Please contact us immediately if you are unable to pay for any reason.

### Paying on time

To be considered on time, your payment must reach us by the Due Date. If your Due Date falls on a Saturday, Sunday or holiday in your province or territory of residence, it will be considered on time as long as it is received on the next business day.

### How to pay

**Payments may take several days to reach us. You must ensure sufficient delivery time depending on method of payment. Verify with the financial institution the time required to deliver payments to us on or before the Due Date.**

Payments can be made on your account in several ways, including by:

- telephone or online banking with most financial institutions (which must be set up directly with the financial institution)
- authorizing us to withdraw an amount from a bank account each month (a pre-authorized payment plan must be established by contacting us)
- paying at a local branch or ATM of most financial institutions
- mail to the “payments” address listed on the front of your account statement

Even when normal postal service is disrupted (due to a mail strike or otherwise), you must continue to make your minimum payments. During any such period, you must contact us at least once per month to obtain the information required to meet your payment obligations under this Agreement and to keep your account in good standing.



We can accept late payments, partial payments or payments with any restrictive writing without losing any of our rights under this Agreement. This means that no payment, including those marked with "Paid in Full" or with any other restrictive words, shall mean that your account is paid in full without written confirmation from us. A post-dated cheque may not be used to make a payment. If we receive a post-dated cheque, we may elect to honour it upon receipt or return it, without in either case waiting for the date shown on the cheque. We are not liable for any loss or expense incurred arising out of any action or inaction we elect to take.

**Always pay your Minimum Payment by the Due Date, regardless of credits**

We do not pay interest on credit balances. We reserve the right to reject any payment if your account has a credit balance as of the day we receive that payment. You acknowledge that credit balances are not deposits and are therefore not insured under the *Canada Deposit Insurance Corporation Act* (Canada). If your account has a credit balance and you are not in good standing, we may (but are not required to) use the credit balance to reduce any overdue amount you owe us.

**Special payment offers**

From time to time, we may invite you to skip a payment or make a reduced payment. If so, we will inform you of the specific terms of the offer. If you decide to skip a payment in accordance with a special payment offer, interest will continue to accrue as set out in this Agreement.

**How we process your payment**

We credit payments as of the date received by us or our agent, as long as the information needed to process the payment is included. Depending on how your payment is made, your account will reflect the payment within 1 to 5 business days following receipt of payment.

**How we apply your payment**

**Minimum Payment**

We will apply payments received on your account first towards your Minimum Payment in the following order:

- a) First to any interest that appears on your statement
- b) Second, to any fees that appear on your statement
- c) Third, to any transactions that appear on your statement, including any amount that exceeds your credit limit or any past due Minimum Payment amount
- d) Fourth, to any fees and other transactions which do not yet appear on your statement

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

**Amount above Minimum Payment**

If you pay more than your Minimum Payment, we will apply that excess amount of your payment to the remaining New Balance on your account statement, as follows:

- a) First, all items that have the same annual interest rate(s) will be grouped together. For example, if your remaining New Balance includes a purchase amount and balance transfer amount at the same annual interest rate, then these balances will be grouped together for the purposes of applying your payment.
- b) Second, we will apply the amount of your payment above your Minimum Payment to the different annual interest rate groups in the proportion that the amount in each category represents to the remaining New Balance. For example, if the amount of a purchase represents 70% of your remaining New Balance and the amount of a balance transfer represents 30% of your remaining New Balance, we will apply 70% of your payment towards the amount of the purchase and 30% of your payment towards the amount of the balance transfer.

If you pay more than your New Balance on your account statement, that excess payment amount will be applied in the same manner as above to transactions that have not yet appeared on your account statement.

**Paying more than the Minimum Payment may decrease the amount of interest you pay and can reduce the time it takes to repay your balance**

**Pay as much as you can**

You always have the option to pay your total outstanding balance in full or to make a partial payment as long as you pay at least your Minimum Payment by the Due Date. The New Balance set out on your current account statement does not necessarily reflect all amounts owing on your account. For example, you may have completed a transaction, or certain balances may be subject to ongoing interest charges, after the Statement Closing Date.

On each account statement, we will provide a reasonable estimate of how long it will take to pay off your New Balance if you only make your Minimum Payments.

For this estimate, we will use the following assumptions:

- The calculation is based on only the Minimum Payment being made by the Due Date in each Statement Period.
- The New Balance for that account statement will be used.
- Any future optional charges (e.g., insurance premium(s) and fees) will not be added to the New Balance.
- The calculation is based on current annual interest rates that apply to your account.
- No refunds or rebates are given.
- If the annual interest rates that apply to your account are variable, the variable rate index will not change.
- There is no grace period.

- Each calendar year is 360 days long.
- Payments are credited on the last day of the Statement Period.
- Payments will be allocated in accordance with the terms of this Agreement.
- The account is not past due and the account balance does not exceed the credit limit.

**Always pay your New Balance in full by the Due Date set out on your current account statement to avoid interest on new purchases**

## Your billing rights

If you think your account statement is wrong, or if you need more information about a transaction on your account statement, write us on a separate sheet for each suspected error (or use a copy of the Statement Errors and Disputed Items form provided on your account statement) and send it to us by: (i) mail to MBNA, P.O. Box 9614, Ottawa, ON K1G 6E6; or (ii) fax to 1-877-839-6262. Do not send the written dispute with your payment.

**Transaction disputes will not be accepted by telephone**

If you do not use the dispute form, your letter must provide all of the following information:

- your name and account number
- the dollar amount of the suspected error
- the posting date of the transaction in question
- the merchant name
- a description of the error and an explanation, if possible, of why you believe there is an error. If you need more information, describe the transaction you are not sure about.

You must contact us as soon as possible, but no later than 60 days after the Statement Closing Date of the account statement on which the transaction or suspected error appeared. You can telephone us, but doing so will not preserve your rights. If we do not receive your dispute in writing within this 60-day period, the statement will be considered by us to be correct, except for any improper credits to your account. If we are required to obtain a copy of a sales draft from a merchant, please allow up to 40 days for us to receive it.

**We may also, from time to time, provide you with other options in relation to notifying us about billing disputes or requesting additional transaction information**

## Rates and interest charges

### Interest rates

Interest is initially charged on your account at the rate(s) set out on your initial Disclosure Statement. Such rate(s) are subject to change from time to time in accordance with applicable law, including if we adjust our rate(s) following a review of your credit reporting agency reports, credit history and account usage (including

if you exceeded your credit limit or had any returned payments). Any increase to the applicable rate(s) will be indicated on your statement and prior notice of that change will be provided as required by applicable law and as described in "Amending this Agreement". The current annual interest rate that applies to your account will be set out on each account statement. We may charge different interest rates on different portions of the New Balance.

### Promotional offers

Occasionally, you may be eligible for limited-time promotional offers, which may grant you promotional interest rate(s) on eligible transactions. The promotional rates will apply only to the specific transaction balance(s) for the term specified, provided that your account remains in good standing.

When a promotional offer ends, its promotional rate(s) will end and each transaction type balance subject to the promotional rate(s) will return to the current standard annual interest rate(s). Promotional offers may have additional terms that apply, as set out in the offer.

### Variable interest rate information

If your account is subject to variable interest, how much you will pay in interest is determined by variable annual interest rates, which are the sum of index and margin rates.

**Index** (moves up or down)

**+ Margin** (fixed)

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**= Variable annual interest rate**

For each variable annual interest rate, the margin that applies is initially disclosed in your Disclosure Statement and may be subject to minimum and/or maximum annual interest rates. Current rates, to the extent they apply, are set out on each account statement.

The index is the "TD Prime Rate" as published by The Toronto-Dominion Bank and reported at [www.tdcanadatrust.com/Numbers/prime.jsp](http://www.tdcanadatrust.com/Numbers/prime.jsp) on the last day of each month.

### How we calculate variable annual interest rates

By way of example only, based on set margin rates for purchases (12.99%), balance transfers and access cheques (12.99%) and cash advances (15.99%), your variable annual interest rates (assuming an index of 3.00%) would be calculated as follows:

	<b>Purchases, balance transfers and access cheques</b>	<b>Cash advances</b>
<b>Index</b>	3.00%	3.00%
<b>+ Margin</b>	12.99%	15.99%
<b>= Variable annual interest rate</b>	15.99%	18.99%

## If the index changes

### Variable annual interest rates go up and down as the index moves up or down

An increase in the index produces a higher interest rate and may result in a higher Minimum Payment. If your variable annual interest rate changes, you will see it take effect on the first day of the Statement Period that begins in the same month in which the index was published.

### Interest charges

If interest is charged on any portion of your New Balance, it is determined by using a compounding interest calculation. We calculate interest charges by multiplying your daily balance by the daily interest rate. The daily interest rate is the annual interest rate divided by 365 (or in the case of a leap year, 366) and rounded to the seventh decimal place. We calculate your daily balance for each day in the Statement Period by taking your beginning balance, adding any new transactions or other debits, and subtracting any payments or other credits. We multiply the daily balance by the daily interest rate to get your interest charges for that day. We then add the interest charges to your daily balance to get the beginning balance for the next day. If any

Day in Statement Period	Beginning Balance ("BB") (BB=Prior DB + I)	New Transactions ("NT")	Payments ("CR")	Daily Balance ("DB") (DB=BB + NT - CR)	Interest Charge ("I") (I=DB x DIR)	Explanation
1	\$1,000.00	\$0.00	\$0.00	\$1,000.00	\$0.55	Interest was calculated on \$1,000.00 balance for one day.
2	\$1,000.55	\$0.00	\$350.00	\$650.55	\$0.36	Previous day's interest charge was applied, payment was applied, then interest charge calculated for the day.
3	\$650.90	\$100.00	\$150.00	\$600.90	\$0.33	Previous day's interest charge was applied, cash advance transaction was added, payment was applied, then interest charge calculated for the day.
4	\$601.23	\$200.00	\$0.00	\$801.23	\$0.44	
5	\$801.67	\$0.00	\$0.00	\$801.67	\$0.44	

For the 5-day period in the example above, the customer's total interest charge would

### Interest on cash advances, balance transfers and access cheques

You will always be charged interest on cash advances, balance transfers and access cheques from the date such transactions occur.

### Interest on purchases

You will not be charged interest on each new purchase for a minimum of 21 days ("grace period") if you pay the New Balance in full by the Due Date for the account statement on which such new purchase first appears. If you do not pay the New Balance in full by its applicable Due Date, you will lose your grace period and will be

daily balance is less than zero, we treat it as zero. We add all the daily interest charges and round the sum to the next highest cent to get your total interest charges for that Statement Period. We do this calculation separately for each transaction in the current statement period and each prior balance transaction type.

**The daily interest rate is your annual interest rate divided by 365 (or 366 in a leap year) and rounded to the seventh decimal point. However, only two numbers after the decimal point will appear on your account statement.**

### Example of how we calculate interest charges

The example below is based on the following assumptions:

- Annual interest rate ("AIR") = 19.99%
- Daily interest rate ("DIR") = (AIR / 365 days in a year) = 0.0005477 (which, for the example below, has been rounded to the second decimal place for ease of presentation).
- New transactions in the example below are cash advance transactions.
- Transaction Fees on cash advances have not been included.
- For Day 1, the previous day's ending balance (the "Beginning balance") is \$1,000.00.

be the sum of the Interest Charge column, totalling \$2.12.

charged interest on each such new purchase. Applicable interest on new purchases will appear on your next account statement and will be charged retroactively to the transaction date of such new purchases until we receive payment in full for the total amount that you owe on your account.

**There is no grace period for cash advances, balance transfers and access cheques**

**A "new purchase" is a purchase that appears on your account statement for the first time**



## Interest compounds

Remember that accrued interest charges are added daily to your account balance, and unless you pay your balance in full, these charges will compound over time.

## When interest accrues

The date on which interest begins to accrue depends on the type of transaction.

Type of transaction	Interest charges start
Purchases	From transaction date, unless subject to a grace period
Cash advances, balance transfers and access cheques	From transaction date

- The transaction date for a purchase or a cash advance is the date on which you make a purchase or obtain a cash advance.
- The transaction date for a balance transfer is the date we transfer funds to another creditor or to a bank account upon request, as the case may be.
- The transaction date for an access cheque is the date the cheque is cashed.
- The transaction date for a returned payment (i.e., your payment is returned to us due to insufficient funds) is the original transaction date of that payment.

## Lost or stolen Credit Devices and Unauthorized Use of your account

**Notify us immediately at 1-888-876-6262 if any Credit Device is lost or stolen or if you suspect Unauthorized Use of your account**

If you, or any authorized user, have lost any Credit Device (such as card plastic), suspect that a Credit Device has been lost or stolen, or suspect possible Unauthorized Use of your account, any Credit Device, PIN or other security code, you must notify us immediately by calling us toll-free at 1-888-876-6262. You agree that we will consider that all transactions have been authorized by you until you advise us otherwise. We may take, or require you to take, whatever steps we consider necessary to recover lost or stolen Credit Devices, including reporting the issue to the appropriate authorities to facilitate their recovery. If any Credit Device is reported lost or stolen, except as noted below, you will not be liable for any Unauthorized Use that occurs after we are notified.

You will not be responsible for Unauthorized Use provided that you and your authorized user(s):

- establish to our reasonable satisfaction that you have taken reasonable steps to protect your Credit Device(s) against loss or theft and to safeguard your account information including PIN and other security codes in the manner set out in this Agreement or as we may otherwise advise you from time to time
- co-operate fully with our investigation

You will, however, remain responsible for all charges if:

- any PIN or other security code related to your account is voluntarily disclosed
- you, or any authorized user, contribute to any Unauthorized Use of or access to your account
- you, or any authorized user, fail to promptly advise us that any Credit Device has been lost or stolen or that someone else may know a PIN or other security code related to your account

It is your responsibility to contact local law enforcement if you believe that there has been any Unauthorized Use of your account.

## Special programs and benefits

### Rewards programs

If your account allows you to earn rewards that may be redeemed for merchandise, travel or other products and services, the terms that apply to the rewards program are separate and distinct from this Agreement (which may change from time to time) and are provided to you upon enrollment in the rewards program.

**Rewards program terms are available at [www.mbna.ca](http://www.mbna.ca)**

### Affinity or co-brand relationships

Your account may allow you to participate in loyalty programs of other selected organizations. These companies do not act on our behalf. They are solely responsible to you for the services and benefits offered through their loyalty programs as well as the administration of such programs, including the manner in which you can earn and redeem. These loyalty programs are subject to terms (which may change from time to time) that are separate and distinct from this Agreement.

**Loyalty program terms are available from the organizations offering such programs**

### Other special services and benefits

We may make special services and benefits available to you, some of which may be at an additional cost to you. Some services and benefits may be features of your account, while others are optional and must be enrolled in or purchased separately. Certain benefits or services may be subject to separate and distinct terms and conditions. You may cancel any optional services or benefits in accordance with their respective terms. Certain account services and benefits are supplied by third parties. These third parties are solely responsible to you for the services and benefits offered or provided by them.

**Some features on your account are optional and require specific enrollment**

**You will not be unduly pressured by us to buy a product or service that you do not want in order for us to agree to provide this account to you**

# Your privacy is important to us

## Our commitment to your privacy

In your account application, we obtained your consent for the collection, protection, use, sharing and retention of your Personal Information as set forth in the MBNA Privacy Notice, which is incorporated into and forms an important part of this Agreement. The MBNA Privacy Notice provides complete details on our privacy commitments and is included as a separate brochure with this Agreement and is available online at [www.mbna.ca](http://www.mbna.ca) or by calling us to request a copy. In the event of any conflict or inconsistency between this Agreement and the MBNA Privacy Notice, the MBNA Privacy Notice will govern with respect to privacy matters only. If you have any questions about your Personal Information, please refer to the MBNA Privacy Notice, call us toll-free at 1-866-845-0980 (English) or 1-866-845-1003 (French) or write to us at MBNA, Privacy Office, P.O. Box 9660, Station T, Ottawa, ON K1G 6M9.

**For a full copy of the MBNA and CUETS Financial Privacy Notice, please visit [www.mbna.ca](http://www.mbna.ca)**

This section is a summary of key points of the MBNA Privacy Notice. We may collect and confirm Personal Information during the course of our relationship with you from a variety of sources, including you and other individuals authorized to act on your behalf; credit reporting agencies and other financial institutions; references you provide to us; commercially available sources; endorsing organizations; affiliate organizations; service providers; and from other sources, as necessary, for the provision of our products and services. We may collect, use, share, disclose and retain your Personal Information with any of our respective affiliates, agents, service providers and other third parties in accordance with the MBNA Privacy Notice.

### Collecting, protecting, using, sharing, disclosing and retaining your Personal Information

We collect, protect, use, share, disclose and retain your Personal Information to:

- consider initiating and to initiate, open, monitor, maintain and service your account
- administer services, evaluate your credit eligibility and monitor your transactions and financial behaviour
- verify your identity (such as name, address, telephone number/contact information, date of birth and occupation) and maintain security measures aimed at protecting you from identity theft, fraud, criminal activity, money laundering/terrorist financing and Unauthorized Use or access to your account
- meet legal, security, processing and regulatory requirements
- prevent, detect or suppress financial abuse, fraud or criminal activity, protect our assets and interests, assist us with any internal or external investigation into potentially illegal or suspicious activity, or manage or settle any actual or potential loss in connection with the foregoing
- promote products and services offered by us and carefully selected third parties that may be of interest to you, by means of direct marketing through

ordinary mail, Internet, online chat or email; by telephone, mobile, text messaging or other available communication channels (such as automatic dialing-announcing devices (“ADAD”), predictive dialing devices (“PDD”), wireless device, land line telephone, fax machine, data terminal or other electronic communication methods) at the contact information you have provided to us; we may also send you special offers with your account statements or in separate mailings that may include personal cheques to access your account

If you provide your Social Insurance Number (“SIN”), we will only use it to match credit reporting agency information and for security verification and account maintenance purposes.

By using your account, you consent to the collection, protection, use, sharing, disclosure and retention of your Personal Information as set out in the MBNA Privacy Notice. Subject to certain limitations and legal and contractual restrictions, you may withdraw your consent at any time after your account has been opened by calling or writing us. This will not limit information we may provide to you in statements, when you contact us or when we otherwise service your account. As an example of a limitation, you may not withdraw your consent relating to the ongoing collection and disclosure of credit information. This is required in order to maintain the integrity of the credit reporting system and to monitor your credit status or your ongoing eligibility for credit. Not allowing us to use information about you may mean that we may no longer be able to maintain your account. We will withhold your name from any secondary marketing campaign for the first 30 days after the opening of your account to provide you an opportunity to make your privacy choice known to us.

You acknowledge that authorized users on your account may view, obtain or be provided information about your account, including transactions, balance and available credit, through online banking, interactive voice response systems or through other communications with us, including discussions initiated by us relating to possible Unauthorized Use of your account or for other reasons.

You also consent to and authorize us (and our affiliates and service providers) for our mutual protection, to monitor and/or record any of your telephone conversations and online chat communications with our representatives or the representatives of any of our affiliates and service providers for purposes of education, quality control and recordkeeping.

Personal Information held on behalf of us or by our agents and service providers may be located in the United States or elsewhere outside of Canada and will be subject to the same levels of security as those described in the MBNA Privacy Notice, while also being subject to the laws of the jurisdiction in which the information is held. For example, information may be disclosed in response to valid demands or requests from government authorities, courts or law enforcement in these countries.

You acknowledge and agree that the paragraphs above under the heading “Your privacy is important to us” and as set out in the MBNA Privacy Notice constitute prior written notice to you of, and your consent to, the collection, protection, use, sharing, disclosure and retention of your Personal Information as described.

## Customer choices on how your Personal Information is used

At the beginning of a customer relationship and on a regular basis, we give customers the choice of not receiving promotions and marketing offers. If you do not wish to receive promotions and marketing offers as outlined in the MBNA Privacy Notice at any time after your account has been opened, please call us at 1-866-845-0980 (English) or 1-866-845-1003 (French) or write to us at MBNA, Privacy Office, P.O. Box 9660, Station T, Ottawa, ON K1G 6M9.

## Access to your Personal Information

You can access your Personal Information held by us, with some exceptions, and make corrections to it. Upon written request, we will disclose to you the Personal Information about you in our records, and you may correct such Personal Information that is inaccurate or incomplete. To request access to your Personal Information in our possession or to make corrections to it, contact us at the number indicated in the "Our commitment to your privacy" section above, to obtain, complete and submit a Personal Information Request Form or write to our Privacy Officer at the address listed in the "Our commitment to your privacy" section, above. Normally, we will respond to access or correction requests within 30 days. If, for any reason, we do not fulfill your Personal Information access request, we will provide you with written reasons.

## Resolving your complaints

### If you have a problem or concern

**If you have a concern about your account, in most cases it can be resolved simply by telling us about it**

Tell us about your concern in the way that is most convenient for you. If you have a problem or concern with your account and you need our help to resolve it, you may contact us using the contact information provided on the cover of this Agreement, or call us toll-free at:

Telephone: 1-800-404-1319 (English)  
1-800-404-1323 (French)  
TTY/TDD: 1-800-872-5758 (English)  
1-800-872-5280 (French)

As a next step, if your concern remains unresolved, you may contact a representative of our Senior Management team as follows:

Telephone: 1-877-405-6262 (Bilingual)  
Mail: MBNA  
Attention: Customer Advocate's Office,  
P.O. Box 9629 Ottawa,  
ON K1G 6V1

If contacting us by mail, be sure to include:

- your name and address or phone number where you prefer to be reached
- your account number
- the details of your complaint, including relevant dates

- copies of account statements and other documents, if available and applicable
- name(s) of our representatives with whom you have discussed the issue and dates of contact with us (if known)

If your concern remains unresolved, you may contact our Ombudsman directly as follows:

Mail: TD Ombudsman  
P.O. Box 1, TD Centre  
Toronto, ON M5K 1A2  
Telephone: 1-888-361-0319  
1-416-982-4884 (local)

**Third party contact details may change over time. Please visit third party websites for up-to-date contact information.**

If your concern still remains unresolved, you may then contact the ADR Chambers Banking Ombuds Office (ADRBO) as follows:

Telephone: 1-800-941-3655  
Fax: 1-877-307-0014  
Email: [contact@bankingombuds.ca](mailto:contact@bankingombuds.ca)  
Website: [www.bankingombuds.ca](http://www.bankingombuds.ca)  
Mail: ADR Chambers Banking Ombuds Office (ADRBO)  
112 Adelaide Street East  
Toronto, ON M5C1K9

For a more detailed overview, please refer to [www.mbna.ca/complaint](http://www.mbna.ca/complaint)

## Financial Consumer Agency of Canada

The Financial Consumer Agency of Canada ("FCAC") supervises federally regulated financial institutions to ensure they comply with federal consumer protection laws. Federal consumer protection laws affect you in a number of ways. For example, financial institutions must provide you with information about their fees, interest rates and complaint handling procedures. The FCAC also helps educate consumers and monitors voluntary codes of conduct and public commitments designed to protect the interest of consumers.

If you have a regulatory complaint or a complaint concerning a voluntary code of conduct or public commitment, you can contact the FCAC by:

Mail: Financial Consumer Agency of Canada  
6<sup>th</sup> Floor, Enterprise Building  
427 Laurier Ave. West Ottawa,  
ON K1R 1B9  
Telephone: 1-866-461-3222 (English)  
1-866-461-2232 (French)  
Website: [www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca)

The FCAC will determine whether the financial institution is in compliance. It will not, however, resolve individual consumer complaints.

### **Office of the Privacy Commissioner of Canada (“OPCC”)**

The OPCC investigates privacy issues under the *Personal Information Protection and Electronic Documents Act* (Canada).

If your complaint or inquiry concerns a privacy issue under federal law, please contact the OPCC as follows:

Telephone: 1-800-282-1376 (Bilingual)

Fax: 1-613-947-6850

Website: [www.priv.gc.ca](http://www.priv.gc.ca)

## **Disclaimers and other important information**

### **Our rights and responsibilities**

#### **Amending this Agreement**

We may amend or terminate this Agreement or replace a Credit Device with another Credit Device at any time for any reason. We will send notice of changes to your address shown in our records at the time the notice is sent (which may include posting updated changes to our website or to your email address if this option has been chosen by you). Amendments (including any higher interest rates, charges or fees) may apply to both the unpaid balance on your account at the time the change is made and to all transactions that occur after the change.

#### **Severability**

If any term of this Agreement is held invalid, the remaining terms shall remain in effect.

#### **We are not liable for certain actions**

We are not liable for any damages (including indirect, special, consequential, punitive or exemplary damages) that may result from any:

- refusal to honour any Credit Device (including access cheques written on your account) or your account number, for any reason
- retention of any Credit Device by us, any other financial institution or any provider of goods or services
- processing of a balance transfer into the wrong account as a result of incorrect or incomplete information provided by you or an authorized user
- denial of any transaction or set of transactions, or any other lack of access to your account, whether or not the reason was within our control

#### **Problems with a merchant transaction and merchant credits**

**Please try to resolve any problem with the merchant directly before contacting us**

If you have questions regarding a merchant transaction or any product or service acquired through the use of your account, before contacting us you must attempt to settle the problem or dispute directly with the merchant. We are not responsible for any problems or disputes you may have with a merchant or in respect of a merchant

not honouring or accepting any Credit Device. We are not obliged to take any action for merchant disputes unless required to do so by law.

If you decide to contact us, write us on a separate sheet (or use a copy of the Statement Errors and Disputed Items form provided on your statement) at the address set out in the “Your billing rights” section of this Agreement as soon as possible. Do not send the notice on or with your payment. You must write to us no later than 60 days after the Statement Closing Date of the first account statement on which the transaction or suspected error appeared. You can telephone us, but doing so will not preserve your rights. If we do not receive your dispute in writing within this 60-day period, your dispute will not be considered. In your letter, provide all of the following information:

- your name and account number
- the dollar amount of the suspected error
- the posting date of the transaction in question
- the merchant name
- a description of the error and an explanation, if you can, of why you believe there is an error. If you need more information, describe the item you are not sure about.

Merchant charge-backs are subject to card network rules and regulations. Even if you have problems or disputes with a merchant, you are still responsible for the total amount owing on your account (which includes the disputed transaction(s)) and for making your Minimum Payments on time as required under this Agreement. If a merchant gives you a refund and we receive a credit voucher from the merchant, we will deduct the amount of the credit voucher from the amount you owe on your account. However, if interest was charged in connection with the transaction, we will not refund the interest. If we agree to credit your account in respect of a merchant dispute, you agree that your rights and claims with respect to the credit are automatically assigned to us. In certain situations, you may be required to sign additional documentation before we can credit your account.

#### **Changes to address and other important information**

**You must advise us of any changes to your contact information so that we can provide you with changes to this Agreement or other important information**

You and your authorized user(s) must provide us prompt notice of any change in address (including email address if statements or other correspondence are received by email) or other relevant information. This notice may be provided by calling us or writing to us as indicated on the cover page of this Agreement and on your account statement. If we are not properly informed of any change of address or other relevant information about you or your authorized user(s), you acknowledge that we will not be able to provide account statements, Disclosure Statements or other notices or changes and that your account will still be subject to such documentation. If any account statement, notice or other correspondence is returned to us because of an invalid address, we will not send further account statements or other correspondence until we receive an updated address.



## Selling your account

We may, without notice to you, sell, assign or transfer your account, any amounts due on your account, this Agreement or any of our rights or obligations under this Agreement to any person or entity, entitling that person or entity to our rights/obligations under this Agreement. Your Personal Information may be shared with such person or entity for the purposes of the contemplation, facilitation and/or completion of such sale, assignment or transfer. In the event that the person or entity is located outside Canada, you consent to the processing and storage of your Personal Information in that foreign jurisdiction and that such information shall be subject to the laws of that foreign jurisdiction.

## Right of Set-Off

We may, without notice to you, deduct money from any other account that you have with us or any of our affiliated companies, which would include any members of the TD Bank Group, and use it to pay the amount that is owing to us.

## What law applies

This Agreement is made in the Province of Ontario and we extend credit to you from Ontario. This Agreement is governed by the laws of Ontario (without regard to its conflict of laws principles) and by applicable federal laws of Canada. You agree that any litigation brought by you against us regarding your account or this Agreement must be brought in a court situated in the Province of Ontario. You also agree that we may take any court action or proceedings against you in that location or any other location we choose, whether inside or outside Ontario.

## Language (For residents of Quebec only)

It is the express wish of the parties that this application and any directly or indirectly related documents, including the Agreement, be drawn up in English. *Les parties ont exprimé la volonté expresse que ce formulaire de demande et tous les documents s'y rattachant directement ou indirectement, y compris la convention, soient rédigés en anglais.*

If you would like a copy of this Agreement in French, please contact us. *Pour obtenir un exemplaire de cette Convention en français, veuillez communiquer avec nous.*

## Other important information

You may not assign or transfer your account or this Agreement, in whole or in part. In the event of a conflict between this document and any account statement or other communication sent to you (other than for express amendments made to this Agreement), then this document will govern. Your obligations under this Agreement shall be binding on your estate and legal representatives. When used in this Agreement, the term "including" means "including, but not limited to". The headings in this Agreement are for convenience only and do not affect the interpretation of the rest of this Agreement. All currency references in this Agreement are to Canadian dollars.

You should be aware that under U.S. Office of Foreign Asset Control (OFAC) regulations, customers who are U.S. citizens are subject to regulations that limit the use of their cards in certain jurisdictions sanctioned by OFAC, and that similar regulations may exist in other jurisdictions applicable to their citizens.

## Failure or delay to exercise any of our rights does not prevent us from exercising those rights later

The credit available on your account can always be used well within all legal limits of the maximum interest rate permitted by law. However, for transactions on your account where we charge a flat fee instead of, or in addition to, periodic rates of interest, legally prescribed limits on interest rates can be exceeded, not by anything required under this Agreement but as a result of choices you and your authorized users voluntarily make as to how to use the credit available on your account. Certain combinations of transactions and repayments made on your account could result in legal limits being exceeded. We do not restrict such credit usage because there might be legitimate reasons why the credit available is used in this manner. In circumstances in which exceeding any legal limit on the rate of interest could have been avoided by operating your account in a different manner, you accept full responsibility for the consequences, in fact and in law, of not having done so, and you and your authorized user(s) release and agree to indemnify us with respect to any claims arising from such circumstances.

## Indemnity and limitation of liability

You agree to indemnify us (including our affiliates, which would include any member of the TD Bank Group) and hold us harmless from and against any and all charges, fees, damages, liabilities, costs and expenses (including legal fees on a solicitor-and-client basis) that may be incurred as a result of a breach of this Agreement by you or your authorized users (including as a result of any action, claim, judgment or adjudication against you, any authorized user or any third party arising out of or directly related to breach of this Agreement). We will not be liable to you, any authorized user or third party for any indirect, incidental, consequential, special, punitive or exemplary damages of any kind that arise in connection with your account or the use or possession of any Credit Device(s) or any account services or benefits, including lost revenues or profits or loss or interruption of business. The provisions of this paragraph will survive termination of this Agreement.

## Words used in this Agreement

### Some words in this Agreement have been capitalized to help you identify and understand them easily

#### Certain words have specific meanings

**Account Fees** means those account-related fees disclosed to you as "Account Fees" in your Disclosure Statement.

**Agreement** means collectively this document, the Disclosure Statement(s), changes in terms and any other notices or documentation governing the use of your account, each as may be amended from time to time.

**Annual Fees** means those fees disclosed to you as "Annual Fees" in your Disclosure Statement.

**Credit Device** means all cards, access cheques and other credit devices issued in connection with your account.



**Disclosure Statement** means any statement that discloses applicable fees, interest rates or other information required by law about your account, as amended, other than your account statement.

**Due Date** means the “Minimum Payment Due Date” set out on the front of your account statement.

**MBNA** means MBNA, a division of The Toronto-Dominion Bank. The Toronto-Dominion Bank is the issuer of the credit card(s) and other Credit Devices issued in connection with your account.

**MBNA Privacy Notice** means the MBNA Privacy and Personal Information Protection Notice as amended from time to time.

**Minimum Payment** means the “minimum payment” shown on the front of your account statement.

**New Balance** means the “new balance” set out on the front of your account statement.

**Personal Information** means any information relating to an individual that allows that individual to be identified, including but not limited to your name, address, date of birth, gender, contact information (such as address, telephone number, email), occupation, personal financial records (including but not limited to income, assets, payment history, credit records and other banking information), identification documentation (such as driver’s licence, Social Insurance Number), records that reflect your business dealings with and through us, and your preferences and activities.

**RAC Fees** means those fees disclosed to you as (returned access cheques fees) in your Disclosure Statement.

**Statement Closing Date** in respect of a particular statement period means the last day of your “statement period” shown on the front of your account statement.

**Statement Period** means the “statement period” determined by us and set out on the front of your account statement.

**Transaction Fees** means those fees disclosed to you as “Transaction Fees” in your Disclosure Statement.

**Unauthorized Use** of your account or any Credit Device means use or access to your account by a person other than you or any authorized user on your account who does not have actual, implied or apparent authority for such use and from which neither you nor an authorized user receives any benefit.

