

**Important information
about the
MBNA® World *MasterCard*®**

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**Travel & Lifestyle Concierge
Assistance Services**

Effective September 11, 2011

mbna®

What are the Travel & Lifestyle Concierge Assistance Services (the “Concierge Services”) associated with my MBNA World MasterCard credit card account?

The Concierge Services include a wide range of personal and business services, from travel booking, to sporting events and gift arrangement. The Concierge Services can make your life easier and may allow you to save time and money.

What is included in the Concierge Services?

Services	Canada	U.S.
Entertainment Planning	✓	✓
Business Services	✓	✓
Gift Arrangements	✓	✓
Country and Major City Information	✓	✓
Other (Pre-Trip) Information	✓	✓
Specialty Services	✓	✓
Travel Information and Assistance	✓	✓
Any other Services	✓	✓

Where are the Concierge Services available?

The Concierge Services are available in Canada and the U.S.

What do the Concierge Services cost?

Access to the Concierge Services is provided to MBNA World MasterCard Cardholders (as defined below) at no additional charge. Any bookings or other arrangements made on your behalf will be charged to your MBNA World MasterCard credit card.

How do I access the Concierge Services?

Concierge Services are available 24/7/365 in both English and French. Concierge Services may be accessed by calling toll-free 1.888.875.3225 from Canada and the U.S. Access the Concierge Services from anywhere else in the world by calling collect 514.871.3225.

Terms & Conditions

These terms and conditions apply to the use of Concierge Services.

1) Definitions

“Concierge Services” means services provided to Cardholders as described in Section 2 below.

“Cardholder” means the individual in whose name the World *MasterCard* credit card account has been opened by MBNA, a division of The Toronto-Dominion Bank.

“Effective Date” means September 11, 2011.

“The Provider” means Aimia Proprietary Loyalty Canada Inc., the administrator which provides the Concierge Services, and its subcontractors. The Provider may also be referred to in these terms and conditions as “We” or “Us” or “Our”.

2) Concierge Services

As of the Effective Date, the Concierge Services include the following:

Services		Canada	U.S.
Entertainment Planning	Restaurant information, referrals, reservations	✓	✓
	Health club information, referrals, reservations	✓	✓
	Sports and entertainment event information, reservations, ticketing	✓	✓
	Golf tee time information and reservations	✓	✓
	Shopping location information	✓	✓
Business Services	Computer rental and audio/visual equipment referrals and arrangements	✓	✓
	Conference service referrals and arrangements	✓	✓
	Translation services arrangements via phone	✓	✓
	Messenger service referrals and arrangements	✓	✓
	Foreign protocol information	✓	✓

Services		Canada	U.S.
Gift Arrangements	Gift baskets, floral arrangements	✓	✓
Country and Major City Information	Highlights/sights/exhibitions/shows Festivals/museums/music/entertainment information Time/hours/holiday information Tourist information Mass transportation	✓ ✓ ✓ ✓ ✓	✓ ✓ ✓ ✓ ✓
Other (Pre-Trip) Information	Weather forecasts/ ATM locations Passport and visa information Customs/duties information	✓ ✓ ✓	✓ ✓ ✓
Specialty Services	Hard-to-find items Special research Specialty shopping Note: Specialty services involve assistance with the location and purchase of specialty items. Specialty items are items that usually require research before purchase, for example, rare books or records, unusual household items, and referrals to specialty services such as dog groomers, tailors, and doll makers.	✓ ✓ ✓	✓ ✓ ✓
Travel Information and Assistance	Flight information, reservations, ticketing Hotel information, referrals, reservations Mail/fax travel destination package (major cities only) Car rental, limousine, and car service information, referrals, reservations	✓ ✓ ✓ ✓	✓ ✓ ✓ ✓
Other Services	Home Care Support Assistance Home Assistance	✓ ✓	✓ ✓

The Provider will make every effort to fulfill requests for Concierge Services in major cities in Canada and the U.S., but there is no guarantee that services can be provided in respect of all locations.

3) Payment of Services

The Cardholder will be informed of the cost and available options before any booking is made on the Cardholder's behalf. Once authorized and confirmed by the Cardholder, all ticket purchases are non-refundable. The Provider will strive to secure the best seats available according to the Cardholder's specific request and price range.

The Provider will endeavour to provide the Cardholder with a clear and detailed breakdown of any charges of requested services prior to booking or purchasing the service.

The Provider will only accept payment made using the Cardholder's World *MasterCard* credit card account issued by MBNA, a division of The Toronto-Dominion Bank, for services purchased through the Concierge Services. Cardholders are responsible for payment of goods/services purchased or arranged on their behalf.

4) General Conditions

Any fraudulent act, forgery, false or misleading information or omissions by the Cardholder in relation to the providing of the Concierge Services will automatically end all obligations to provide any services for that particular request.

Access to and use of the Concierge Services is only available to a Cardholder if his or her MBNA World *MasterCard* credit card account is open, active and in good standing and has sufficient credit available at the time of use.

The Provider makes no warranties or representations, either express or implied, and expressly disclaims any and all liability (including damages), in relation to the provision of the Concierge Services.

All requests, including but not limited to restaurant reservations or ticket purchasing, are subject to availability.

These terms are subject to change at any time. Notice of any changes to these terms or termination of the Concierge Services will be provided in accordance with applicable laws.

The Concierge Services are provided exclusively by the Provider and its subcontractors. MBNA, a division of The Toronto-Dominion Bank is not responsible or liable for any aspect of the Concierge Services provided pursuant to these Terms and Conditions. You agree that any recourse you may have in respect of a failure on the part of the Provider or any other party to deliver the Concierge Services promised under these Terms and Conditions shall be solely as between you and such other entity.

5) Exclusions

The following will not be provided:

- 1) Any request involving the use of illegal channels, any requests which are deemed as immoral and/or unethical (e.g. invasion of privacy) or requests which contravene any applicable laws in force.
- 2) Locate goods and/or services or action requests for any commercial use. The Services are for personal use only.

6) Privacy Statement

The Provider, its agents and contractors are required to collect and retain certain personal information for the period the Concierge Services are provided and thereafter as necessary to comply with legislative requirements. This information includes your first and last name, contact information (phone number/email, and mailing address as necessary for delivery of tickets), first 5 digits of your MBNA World *MasterCard* credit card to confirm eligibility, MBNA World *MasterCard* credit card information (for payment when ordering tickets, etc.). Such information is used and disclosed by the Provider only with the accredited provider(s) as necessary to process your transaction and complete your request as related to administering/delivering the Concierge Services. We retain your information for no longer than seven years. We maintain your MBNA World *MasterCard* credit card information only until the transaction is processed.

The Toronto-Dominion Bank is the issuer of this credit card. MBNA is a division of The Toronto-Dominion Bank.

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