

# COMMERCIAL CREDIT APPLICATION

## Helping Your Business /S Our Business



## Apply Today and Start Earning Castle Rewards



### Your Trusted Building Supply Partner

PLACE  
STAMP  
HERE



PO BOX #4676 Station A  
Toronto, Ontario  
Canada, M5W 6A4

FROM \_\_\_\_\_  
STREET \_\_\_\_\_  
CITY \_\_\_\_\_ PROVINCE \_\_\_\_\_ POSTAL CODE \_\_\_\_\_

### Your Trusted Building Supply Partner

## ENJOY THE BENEFITS



- Automatic rewards program enrollment
- No annual service fees
- Low monthly payment
- Flexible payment options
- Financing programs available

## APPLY TODAY!



[www.castle.ca](http://www.castle.ca)

**CASTLE BUILDERS COMMERCIAL INFORMATION BOX – this is a summary only. See below box for full details.**

<b>Initial Credit Limit</b>	\$ _____, _____
<b>Annual Interest Rates</b>	<p>This interest rate is in effect the day you use or activate your Account, or sign your Card.</p> <ul style="list-style-type: none"><li>• Preferred Rate on Purchases: <b>29.9%</b>.</li></ul> <p>Your Preferred Rate on Purchases will increase by <b>6.0%</b> and the Regular Rate of <b>35.9%</b> will apply if we do not receive the Minimum Payment by the Payment Due Date shown on your Statement <b>2</b> or more times in any <b>12</b> consecutive Statement periods.</p> <p>These Promotional Rate(s) may also apply on Purchases, if offered to you, and you are approved by us:</p> <ul style="list-style-type: none"><li>• No Interest with Minimum Payment Promotional Offer: <b>29.9%</b> from the date of the transaction, with interest waived for <b>3</b> or <b>6</b> months.</li></ul> <p>We may cancel any Promotional Offer in which you are participating if you default in complying with any term of the Cardholder Agreement including failing to make any Minimum Payment by the Payment Due Date or failing to make any payment due under any Promotional Offer. The Preferred Rate of <b>29.9%</b> will immediately apply on the date of such default.</p>
<b>Interest-free Grace period</b>	<p><b>25</b> days</p> <p>You will benefit from an interest-free grace period of <b>25</b> days on Purchases if we always receive payment in full of the Balance, every month, by the Payment Due Date.</p>
<b>Determination of Interest</b>	<p>If interest is charged, it is calculated on the closing Balance on your Account each day, and is charged monthly to your Account on the last day of your billing cycle (the statement period). If interest applies to your Account, it is charged from the date of the Transaction until we receive payment in full of the amount of the Transaction.</p>
<b>Minimum Payment</b>	<p><b>3.5% or \$10.00</b></p> <p>Your Minimum Payment will be the greater of <b>3.5%</b> of the Balance of your Regular Credit Purchases or <b>\$10.00</b> (plus any past due amount, the minimum payment and any amount over your credit limit, if any, due for each Promotional Offer).</p>
<b>Foreign Currency Conversion</b>	<b>Not available.</b>
<b>Annual Fees</b>	<b>No annual fee.</b>
<b>Other Fees</b>	<p>To be charged when the transaction occurs:</p> <ul style="list-style-type: none"><li>• NSF (Non-Sufficient Funds): <b>\$45.00</b></li><li>• Statement Copy Charge: <b>\$5.00</b></li></ul> <p>To be charged only once at the end of the statement period:</p> <ul style="list-style-type: none"><li>• Overlimit: <b>\$20.00</b></li></ul>

## Cardholder Agreement

In this section entitled “**Cardholder Agreement**”, the words “**you**”, “**your**” and “**yours**” means each Cardholder. The words “**we**”, “**us**” and “**our**” and “**TDFS**” mean TD Financing Services, Inc. and its affiliates. If you obtain a TDFS product that offers insurance benefits, “**we**”, “**us**” and “**our**” also mean the insurers who provide those benefits from time to time and their reinsurers. The word “**Merchant**” means Castle Builders. Read this Agreement carefully and keep it so you can refer to it later. You acknowledge receipt of a copy of this Agreement at the time of signing the application and prior to the extension of credit. Signing, activating or using your Card or Account means that you have read this Agreement and accept its terms. This Agreement replaces any previous Agreements provided to you for the Account.

**1. Definitions:** In this Agreement, the words listed below have the following meanings:

“**Account**” means the credit card account opened and maintained by TDFS for the Card.

“**Agreement**” means this Cardholder Agreement and the Disclosure Statement, as amended from time to time.

“**Authorized User**” means a person to whom a Card has been issued at the authorization of the Primary Cardholder.

“**Authorized User Card**” means a Card issued to an Authorized User.

“**Balance**” means the total amount of all Transactions, fees (including those set out in the Disclosure Statement), interest and other amounts payable under this Agreement, less any payments or other credits which have been posted to your Account.

“**Card**” means a credit card issued by us to access the Account and any renewal or replacement issued by us from time to time.

“**Cardholder**” means the Primary Cardholder and any Authorized User.

“**Disclosure Statement**” means the disclosure statement (Credit Card Rates and Fees), as amended from time to time, that is attached to this Agreement.

“**Preferred Rate**” means the annual interest rate identified as the “Preferred Rate” in the Disclosure Statement, as such rate may be changed from time to time upon notice to you.

“**Primary Cardholder**” means the person who applied for the Card as the Applicant, whose name is on the Account and to whom a Card has been issued.

“**Promotional Due Date**” means the last day of the Promotional Term.

“**Promotional Offer**” means a special promotional offer that is made available to you from time to time as contemplated in Section 6 of this Agreement.

“**Promotional Term**” means the period of time that applies to a particular Promotional Offer, as stated in the promotional materials or sales slips or invoices provided by the Merchant, that Purchases (including applicable fees charged by the Merchant) and any other Transactions will be subject to the terms of a Promotional Offer.

“**Purchase**” means an advance from us that equals the purchase price of goods and services (plus applicable taxes) charged to your Account.

“**Regular Credit Purchase**” means a Purchase, other than a Purchase that is subject to a Promotional Offer during the Promotional Term, but includes any outstanding balance owing for a Purchase that is subject to a Promotional Offer after the Promotional Due Date or after a Promotional Offer is cancelled as a result of your default under this Agreement.

“**Standard Rate**” means the annual interest rate identified as the “Standard Rate” in the Disclosure Statement, as such rate may be changed from time to time upon notice to you.

“**Transaction**” means any use of the Card or the Account to make a Purchase (including through a Promotional Offer) or any other charges to the Account, including interest charges, fees, payments, and credit or debit adjustments.

**2. Use of Card and Making Payments:** You may make Purchases using your Card and any other type of Transaction that we allow from time to time wherever the Card is accepted. You authorize us to charge your Account with the amount of each Transaction. You must sign your Card as soon as you receive it. You agree not to use the Card or the Account for anything that is illegal or fraudulent. We reserve the right to block use of the Card and prevent use of the Account without telling you in advance if we suspect illegal, unauthorized or fraudulent use of the Account.

If you use or give the Account number to someone for a Purchase or if you otherwise authorize the Account to be charged without presenting the Card or without signing a sales draft (including by mail, telephone, Internet or any other electronic method of communication), the legal effect is the same as if you had presented the Card and/or signed a sales draft or slip. If a Cardholder has at any time authorized a person to use the Account, the Primary Cardholder will be liable for any use of the Account by that person even though a Cardholder intended to limit that authorization to a particular use or time. Please read Section 14 (“Electronic Services/Use of PIN and Password with Card”) for more details about the use of your Card with a PIN or Password.

The Primary Cardholder is responsible for and must repay us the Balance owing on the Account. It is the Primary Cardholder’s responsibility, not TDFS’s, to seek reimbursement from an Authorized User for any portion of the Balance arising from use of a Card or the Account by an Authorized User. We may limit the number of Authorized User Cards issued on one Account.

All payments must be received by us in sufficient time so that they may be processed by the date that they are due. In order for us to process a cheque in the time, we must receive it at least two business days before the date that the payment is due. You should therefore mail cheques at least one week in advance of the due date. If you initiate an electronic funds transfer, please allow two business days from the date that you initiate the transfer.

**3. Statements:** Each month we send a statement (the “Statement”) to the Primary Cardholder’s address. We will not issue you a statement if there is no outstanding Balance and there has been no activity on your Account (including any Promotional Offers where payments and interest are waived or reduced in that month). The number of days covered by a statement is between 28 and 33 days depending on when your statement period ends. You must tell us no later than 30 days following your statement date, of any error or omission in your statement. Otherwise, you agree that your statement is correct, except for any amount that we have improperly credited to your Account which we may reverse at any time. If you do not receive your statement in any month for any reason, you must contact us to obtain the information required to meet your payment obligations. Where there is an Authorized User, each such individual acknowledges that statements and other mailings will be sent to the address of the Primary Cardholder only. It is therefore the responsibility of an Authorized User to obtain information from the Primary Cardholder.

**4. Credit Limit and Overlimit Fee:** We will determine the maximum amount that may be charged on the Account at any time (the “Credit Limit”). The current Credit Limit is shown on the Card carrier that you receive with your Card. We may change the Credit Limit from time to time, without prior notice to you, but if we do, the new Credit Limit will be shown on the monthly statement that we provide to you. The amount of credit that is available to you at any time (your “Available Credit”) is the positive difference between the Credit Limit and the Balance that is outstanding on the Account at such time. Depending on your method of payment, it may take up to five business days before your Available Credit is increased by the amount of any payment that you make.

If the Balance owing on the Account at any time exceeds the Credit Limit, we may refuse to extend further credit until you have made a payment to bring your outstanding Balance below your Credit Limit. We may choose, from time to time and without notice to you, to allow the Balance that is outstanding on the Account to exceed the Credit Limit, but we are not required to do so even if we have done so before. If we allow you to exceed the Credit Limit, you are responsible for and must pay the amount that exceeds the Credit Limit when the statement is received. The Account may be charged an overlimit fee in the amount shown in the Disclosure Statement if you exceed your Credit Limit. Only one overlimit fee will be charged per statement period. You remain liable for the entire Balance owing on the Account whether or not it exceeds the Credit Limit.

**5. Interest and Grace Period:** Interest accrues on each Purchase and any other amount that is charged to your Account (except applicable Promotional Offers) from the transaction date that appears on your Statement until the particular amount has been paid in full. The order in which amounts charged to your Account are paid is described below (see Section 11 “How We Apply Payments to your Account”). We calculate interest on the closing Balance each day, except that we do not charge interest on interest until after default. You can avoid paying any interest on amounts that have been charged to

your Account for the first time by paying your Balance in full by the Payment Due Date shown on your Statement (other than interest on Purchases made under the "Equal Monthly Payment with Interest" Promotional Offer where interest will be charged as described in Section 6 of the Agreement). If we do not receive payment of the Balance in full by the Payment Due Date in any month, then interest will continue to accrue daily on the unpaid portion of the previous month's Balance until that Balance has been paid in full, which means that additional interest charges may appear on the next Statement.

Interest accrues at the Preferred Rate, unless you fail to pay the Minimum Payment by the Payment Due Date shown on your Statement two or more times in any 12 consecutive statement periods. If that happens, interest will then accrue at the Standard Rate beginning with the first day of the statement period following the statement period for which such failure to pay occurred for the second time and will continue to accrue at the Standard Rate until the last day of the sixth consecutive statement period for which you have made the Minimum Payment by the Payment Due Date. The number of days between the statement date and the Payment Due Date shown on your Statement is the Grace Period. The minimum Grace Period is 25 days.

**6. Promotional Offers and Interest on Promotional Offers:** We may from time to time make available to you in connection with a Purchase one of the special promotional offers described below (each, a "Promotional Offer"). Each Promotional Offer is subject to the terms of this Agreement and to any additional terms contained in any promotional material and/or sales drafts or slips provided by the Merchant for Purchases subject to the particular Promotional Offer.

- (a) "Same as Cash": Interest at the Preferred Rate accrues on each Purchase (and any fees charged for the Purchase) from the transaction date for the Purchase, but interest that accrues during the Promotional Term will be waived if you pay the balance outstanding under this Promotional Offer by the Promotional Due Date.
- (b) "No Interest with Minimum Payment": Interest at the Preferred Rate accrues on each Purchase (and any fees charged for the Purchase) from the transaction date for the Purchase, but interest that accrues during the Promotional Term will be waived if during the Promotional Term you pay the Minimum Payment (which includes the portion of the Minimum Payment for this Promotional Offer) each month by the Payment Due Date and if you pay the balance outstanding under this Promotional Offer by the Promotional Due Date.
- (c) "No Interest, No Payment": Interest at the Preferred Rate accrues on each Purchase (and any fees charged for the Purchase) from the transaction date for the Purchase, but interest that accrues during the Promotional Term will be waived if you pay the balance outstanding under this Promotional Offer by the Promotional Due Date.
- (d) "Low Interest Rate (with fee)" or "Low Interest Rate (no fee)": Interest at the reduced rate disclosed in the Disclosure Statement (rather than the Preferred Rate) accrues on each Purchase (and any fees charged for the Purchase) from the transaction date for the Purchase during the Promotional Term provided that you pay the Minimum Payment each month by the Payment Due Date. Payment of the balance outstanding under this Promotional Offer is due on the Promotional Due Date.
- (e) "Equal Monthly Payment with Interest": Interest at the reduced rate disclosed in the Disclosure Statement (rather than the Preferred Rate) accrues on each Purchase during the Promotional Term provided that you pay each monthly payment under this Promotional Offer when due. Each such monthly payment includes both a principal amount that is calculated by applying a special repayment factor (as disclosed in the Disclosure Statement and that is based on the number of months in the Promotional Term) to the amount of the Purchase, and interest.

If you default in complying with any term of this Agreement, including failing to make any Minimum Payment by the Payment Due Date or failing to make any payment due under any Promotional Offer, we may, without notice to you, cancel each Promotional Offer in which you are participating effective on the date that such default occurred. On that date the Promotional Term will end and all Purchases made under such Promotional Offers (and any fees charged for those Purchases) will then be treated as Regular Credit Purchases.

**7. Fees:** You authorize us to charge your Account, where applicable, with the fees shown on the Disclosure Statement.

**8. Minimum Payment:** You may pay your Balance in full at any time. However, each month you must pay at least that portion of your Balance shown as the Minimum Payment by the Payment Due Date shown on your statement. The Minimum Payment is calculated in the manner outlined in the Disclosure Statement.

**9. Good Standing:** Your Account is considered to be in good standing when you are in compliance with all terms of this Agreement. Your Account will not be in good standing if you fail to make any Minimum Payment (as shown on your statement) by the Payment Due Date or fail to comply with any other term.

**10. Our Rights if you Default:** If you do not make the Minimum Payment on the Payment Due Date, or otherwise do not comply with this Agreement, or if anything occurs which causes us to believe that you will be unable to make payment or otherwise not be able to comply with this Agreement:

- a) the entire Balance will, at our option, become due and payable despite any other provision of this Agreement, together with interest at the annual interest rate then applicable on the Balance, or, if different interest rates apply at that time to different portions of the Balance, then at the annual interest rate then applicable to the particular portion of the Balance.
- b) we may, without notice to you, deduct money from any other account that you have with us or any of our affiliated companies and use it to pay the amount that is owing to us, and
- c) you must pay all our legal expenses, on a solicitor and own client basis (including all legal fees charged by our own internal legal counsel) that we incur to collect or attempt to collect what is owing to us.

**11. How We Apply Payments to your Account:** Unless specified otherwise in connection with any Promotional Offer, we apply payments in this order: interest; insurance premiums; fees; tax on insurance premiums; and Purchases. If you have paid more than the Balance shown on your statement, we will apply the extra payment to those items that have not yet appeared on your statement in this order: Purchases; interest; fees; applicable taxes on insurance premiums and insurance premiums. If you have a Promotional Offer with interest that has been waived or reduced and you make a payment that is equal to or greater than the balance owing under such Promotional Offer, your payment will be first allocated to the balance under the Promotional Offer and then to the remaining Balance owing on your Account, in the order outlined above. We reserve the right to change the order in which we apply payments. In any category of items, those amounts which bear the lowest rate of interest will be paid first. We may delay enforcing our rights under this Agreement and may accept late payments, partial payments and payments marked as "paid in full" or containing similar wording without losing any rights that we have under this Agreement or by law, including the right to recover in full all amounts owing to us on the Account. If you have any questions about the allocation of payments, call Customer Service at the telephone number on the back of your Card or your statement.

**12. Benefits and Optional Services:** We, or third parties, may make special services or benefits available to you which may be subject to additional terms and conditions. All such benefits and services may be modified or cancelled without notice to you. We are not responsible or liable for any product or service supplied by third parties. Subject to applicable laws, if you have enrolled in optional credit insurance, insurance premiums (plus applicable taxes) are treated as a Transaction, unless the promotional material or sales slip indicates otherwise.

**13. Security Interest:** You hereby give TDFS a security interest in any items purchased on your Account and the proceeds thereof, including insurance proceeds (the "Collateral"). Additionally, you authorize us to file any financing statements showing our security interest in the Collateral without your signature and further agree we hold a purchase money security interest in the Collateral. Any item of Collateral will remain as security for all Purchases until such time as the Purchase for that item of Collateral is completely paid for. Where permitted by law, you waive the right to receive a copy of any financing statement or financing change statement registered by us.

**14. Electronic Services/Use of PIN and Password with Card:** The following provisions apply if we allow you to access or use the Card or the Account (with or without a personal identification code such as a Personal Identification Number (PIN), and/or Password), over the phone, on the Internet or other electronic service or if we allow you to access or use the Account using your Card with a PIN or Password and/or not sign a sales draft.

CASTLE BUILDERS COMMERCIAL CREDIT APPLICATION

Step 1 - The Applicant

Business Name or Trade Name to be embossed on the Credit Card

Legal Name of Applicant

Applicant is (select one):  Corporation  Partnership  Sole Proprietorship  Other (e.g. unincorporated association)

GST #

If Sole Proprietorship, provide name of Owner / Partnership - provide names of Partners

Step 2 - About Your Business

Date established (MM/DD/YY) \_\_\_\_\_ current ownership since (MM/DD/YY) \_\_\_\_\_ Nature of Business - (a description of your business.)

Business address - Street \_\_\_\_\_ City/Town \_\_\_\_\_ Province \_\_\_\_\_ Postal code \_\_\_\_\_ Telephone # \_\_\_\_\_ Fax # \_\_\_\_\_  
**Banking and Trade Information**

Financial institution \_\_\_\_\_ Business Chequing Account number \_\_\_\_\_ Bank Contact \_\_\_\_\_ Bank Phone Number \_\_\_\_\_

Trade Reference \_\_\_\_\_ Trade Reference Contact Name \_\_\_\_\_ Trade Reference Telephone Number \_\_\_\_\_

Step 3 - Guarantor(s)/Sole Proprietor/Partners(s):

Last name \_\_\_\_\_ First name \_\_\_\_\_ Middle Initial \_\_\_\_\_

SIN # (optional) \_\_\_\_\_ Birth date (MM/DD/YY) \_\_\_\_\_ Home telephone # \_\_\_\_\_ E-mail Address (optional) \_\_\_\_\_

Home Street Address \_\_\_\_\_ City/Town \_\_\_\_\_ Province \_\_\_\_\_ Postal code \_\_\_\_\_ Own  Rent - How long? \_\_\_\_\_ Yrs

Previous address (if less than 2 years above) \_\_\_\_\_ City/Town \_\_\_\_\_ Province \_\_\_\_\_ Postal code \_\_\_\_\_ Own  Rent - How long? \_\_\_\_\_ Yrs

Home Street Address \_\_\_\_\_ City/Town \_\_\_\_\_ Province \_\_\_\_\_ Postal code \_\_\_\_\_ Own  Rent - How long? \_\_\_\_\_ Yrs  
**Employer Information (as applicable)**

Employer's Name/Other Sources of Income \_\_\_\_\_ Employer's Address (including City/Town, Province and Postal Code) \_\_\_\_\_

Telephone # \_\_\_\_\_ Occupation/Position \_\_\_\_\_ How Long? (Yrs/Mos.) \_\_\_\_\_ Annual Income from Employer/Other Sources \_\_\_\_\_

Second Guarantor/Partner (if applicable)

#1 Last name \_\_\_\_\_ First name \_\_\_\_\_ Middle Initial \_\_\_\_\_

SIN # (optional) \_\_\_\_\_ Birth date (MM/DD/YY) \_\_\_\_\_ Home telephone # \_\_\_\_\_ E-mail Address (optional) \_\_\_\_\_

Home Street Address \_\_\_\_\_ City/Town \_\_\_\_\_ Province \_\_\_\_\_ Postal code \_\_\_\_\_ Own  Rent - How long? \_\_\_\_\_ Yrs

Home Street Address \_\_\_\_\_ City/Town \_\_\_\_\_ Province \_\_\_\_\_ Postal code \_\_\_\_\_ Own  Rent - How long? \_\_\_\_\_ Yrs  
**Employer Information (as applicable)**

Employer's Name/Other Sources of Income \_\_\_\_\_ Employer's Address (including City/Town, Province and Postal Code) \_\_\_\_\_

Telephone # \_\_\_\_\_ Occupation/Position \_\_\_\_\_ How Long? (Yrs/Mos.) \_\_\_\_\_ Annual Income from Employer/Other Sources \_\_\_\_\_

APPLICANT - PLEASE READ AND SIGN THIS APPLICATION

In this application, the words "you," "your" and "yours" means the Applicant and each person named above under Step 3. The words "we," "us" and "our" and "TDFS" mean TD Financing Services, Inc. and its affiliates. (If you obtain a TDFS product that offers insurance benefits "we," "us" and "our" mean the insurers who provide those benefits from time to time and their reinsurers. The word "information" means personal, financial and other details about you that you provide to us and we obtain from others outside our organization, including through the products and services you use.

Consent to the Collection, Use and/or Disclosure of your Information. You agree that, at the time you begin a relationship with us and during the course of our relationship, we may collect, use and disclose your information as described in this Application, the Cardholder Agreement and in the Privacy Agreement found at www.adminandbusiness.com/privacy (a copy of which will also be mailed to you with your Card), including for, but not limited to, the purposes of identifying you, providing ongoing service, understanding your financial needs, marketing products and services to you by telephone, fax, and automatic dialing-announcing device, at the numbers you have provided us, or by internet and mail or other methods, protecting us both from fraud and error and complying with legal and regulatory requirements.

Grant Consent: We will obtain information and reports about you from credit reporting agencies and other lenders at the time of and any time during the application process, and on an ongoing basis to review and verify your creditworthiness and/or establish credit and hold limits.

The Applicant named above, agrees and certifies that: (i) all information provided in connection with this application is complete and accurate, and I am not now nor have I ever been bankrupt or had any part of an account written off by a creditor as not collectible; (ii) I am a resident of Canada and, if I am a sole proprietor, have reached the age of majority in the province or territory where I reside; (iii) I hereby apply for and request TD Financing Services, Inc. ("TDFS") to establish a credit card account ("Account") in my name to provide credit under the terms of the Cardholder Agreement, provided to me and to issue and send to me and each other Cardholder named by me from time to time, a credit card (the "Card"), and renewals and replacements from time to time, provided that credit will be extended only if my application is approved; (iv) I have received a copy of the Cardholder Agreement and Disclosure Statement prior to the extension of credit; and (v) I have read and am bound by the Cardholder Agreement and Disclosure Statement as amended or replaced from time to time; (vi) I will provide a copy of the application, Cardholder Agreement and Disclosure Statement to each Cardholder on my Account who will also read and be bound by the Cardholder Agreement and Disclosure Statement as amended or replaced from time to time.

Name of Applicant (Print full legal name): \_\_\_\_\_

I have the authority to bind the Applicant\* \_\_\_\_\_ I have the authority to bind the Applicant\* \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title (if applicable): \_\_\_\_\_

Date: \_\_\_\_\_

Authorized signing officer of corporation/owner of sole proprietorship/partners must sign here.

Each person who signs this application below as a guarantor (each a "Guarantor") agrees and certifies that: (i) the information provided about me above in this application is complete and accurate, and I am not now nor have I ever been bankrupt or had any account written off by a creditor as not collectible; (ii) I have reached the age of majority in the province or territory where I reside (iii) I have received a copy of the application, Cardholder Agreement and Disclosure Statement; and (iv) I have read and am bound by the terms of the guarantee in the Cardholder Agreement.

Signature of Guarantor \_\_\_\_\_

Signature of Guarantor \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

STORE USE ONLY (Identification verification requires two forms of ID)

ID1: \_\_\_\_\_  Drivers License  Perm. Residence Card  Passport

ID2: \_\_\_\_\_  Can Citizenship  Cert. of Indian Status  Perm. Residence Card  Credit Card

Drivers License  Can Citizenship  Can Citizenship  Perm. Residence Card  Cert. of Indian Status

Store # \_\_\_\_\_ Account Number \_\_\_\_\_ Associate #: \_\_\_\_\_

Credit Limit \$ \_\_\_\_\_ Application Approval Code \_\_\_\_\_

a) **Protecting your Card/PIN/Password:** You are responsible for the care and control of the Card and any personal identification number (PIN) or password (Password) that may be provided to you with your Card. You must maintain them safely at all times which includes: keep possession of the Card; keep your PIN and Password separate from your Card; take all reasonable precautions to ensure that no one finds out your PIN or Password, including while you key in your PIN or Password at any point-of-sale terminal; keep your PIN and Password strictly confidential; avoid such PIN or Password combinations that may be easily determined by others, such as birthdays, phone numbers, age, Social Insurance Number, etc.; ensure that each PIN or Password is unique; and contact us immediately if your Card is lost or stolen or your PIN or Password becomes known to an unauthorized person. Your Card, PIN and Password are reserved strictly for your own use. If they are used by someone else, you will be required to prove that you took all reasonable precautions to protect these items.

b) **Your responsibility for use of the Card, PIN and Password:** You are responsible for the full amount of all authorized activity resulting from use of the Card, and Card with PIN or Password for any service by any person. You are responsible for the full amount of all unauthorized activity with respect to any service which occurs before we receive notification that your PIN, Password or Card was lost or stolen or that you PIN or Password may have become known to an unauthorized person. On receiving such notice from you we will promptly block the Card's ability to access the Account or any services we may offer.

**15. Account Activity:** Our records will be conclusive proof of use of the Account or electronic services and will be considered your written request to perform the Transaction. Even though you may be provided with a Transaction receipt, verification or confirmation number, the following applies to all Transactions or other activity on the Account:

- our acceptance, count and verification of Transactions will be considered correct and binding unless there is an obvious error; and
- Transactions or other activity on the Account may be credited or debited by us to the Account on a date determined by us. This date may be different than the date on which the Transaction or other activity occurred.

**16. Your Liability for Unauthorized Use of Cards:** You must notify us immediately by telephone or in writing of any actual or suspected loss, theft or unauthorized use of your Card or Account. If you report your Card lost or stolen, you will not be liable for any unauthorized Transactions that occur after you notify us. We may require you to pay up to a maximum of \$50.00 for any unauthorized amounts charged to your Account before you notify us. However, if the Account is used with a personal identification code such as a PIN, Connect ID and/or Password, you will be liable for the full amount of all unauthorized Transactions which occur before notification.

**17. Problems with Merchants:** We are not responsible if, for any reason, your Card is not honoured. If you have problems regarding any product or service purchased through the use of your Card, you must settle the problem directly with the merchant. Even if you have a problem with a merchant, you must make at least the monthly Minimum Payment by the Payment Due Date shown on your statement in order to keep your Account in good standing and you remain responsible for the Balance. We shall not be liable for any loss or damage incurred as a result of our inability to authorize or process any Transaction or for taking any other action contemplated by law.

**18. Credits from Merchants:** If a merchant (including the Merchant) issues you a credit note, we credit it to your Account on the day we receive it. However, if we have charged you any interest as a result of the original Transaction, we will not refund this interest to you.

**19. Changing your Address:** You must provide us prompt written notice of any change in your address, your name or other information about you.

**20. Cancellation:** We have the right at any time without notifying you in advance, unless required by law, to:

- cancel any Card on your Account;
- cancel any Promotional Offers;
- withdraw your rights and privileges in respect of your Card and Account; and require the immediate return or destruction of all Cards.

You may also cancel this Agreement by telling us in writing. Upon cancellation, you are not entitled to use your Card or Account and must repay any

outstanding Balance and accrued interest immediately. We may deduct money from any other account that you have with us or any of our affiliated companies, and use it to pay the amount that you owe us, without notice to you. You must pay all legal fees and expenses that we incur to recover amounts under this Agreement, as permitted by applicable law. Even if we have withdrawn your rights and privileges on your Card and Account, this Agreement remains in effect, for as long as any Balance is owing on the Account.

**21. Changes to this Agreement:** We may make changes to this Agreement, including the interest rate and fees, by giving notice of the change to the Primary Cardholder, at their most recent address in our records, or in some other way. Benefits, services and coverages associated with any Card or the Account may also change or end by giving notice to the Primary Cardholder.

**22. Cancellation of Authorized User Card(s):** We may cancel an Authorized User Card or withdraw or limit access to the Account at any time without telling you in advance. The Primary Cardholder may also cancel an Authorized User Card by providing us with notice in writing instructing us to cancel the Authorized User Card and confirming that the Authorized User Card is in the possession of the Primary Cardholder or has been destroyed. In either case, cancelling an Authorized User Card will not affect the Primary Cardholder's obligation to pay all amounts owing on the Account before such cancellation. The Primary Cardholder will continue to be responsible for and will pay us for all amounts owing on the Account for any Purchases or other Transactions incurred by any Authorized User.

**23. Card Ownership:** Each Card is owned by TDFS. You do not have the right to assign or transfer your rights and obligations under this Agreement, a Card or your Account to anyone else, but your obligations shall be binding on your estate and legal representatives.

**24. Assignment:** We may sell, assign or transfer all or some of our rights or obligations under this Agreement, without notice to you. In connection with any sale, assignment or transfer, we may give Information about you and your Account to the purchaser or transferee.

**25. Severability:** If any part of this Agreement is contrary to law, that part is ineffective without invalidating the rest of the Agreement.

**26. Guarantee:** In consideration of us providing credit to the Applicant named above, each Guarantor unconditionally and irrevocably guarantees to us, as principal debtor and not as surety, the due and punctual payment of the Balance owing from time to time. Each Guarantor will be jointly and severally (in all provinces except Québec) and solidarily (in Québec) liable hereunder with the Applicant and each other Guarantor. Each Guarantor waives all benefits of division and discussion. We may at any time and from time to time without the consent of or notice to any Guarantor give any extension of time for payment of any amounts, release, realize or replace any security we may hold, give releases or discharges, increase the interest rate payable on all or any portion of the Balance and amend the terms of this Agreement, without in any way affecting this guarantee or the obligations of any Guarantor. We may require payment from any Guarantor before we attempt to obtain a payment from the Applicant, and the obligations of any Guarantor will not be affected by the bankruptcy of the Applicant or any other Guarantor. Each Guarantor acknowledges that this guarantee is not subject to any escrow or any agreement that it is not effective until any condition has been complied with.

**27. Language:** You acknowledge having expressly required that this Agreement, the Statements and all other related documents be drafted in English. Vous reconnaissez avoir expressément exigé que le présent contrat, les relevés et tous les autres documents s'y rapportant soient rédigés en anglais.

**28. Governing Law:** This Agreement will be governed by and interpreted in accordance with the laws of the province or territory in Canada stated in your address on the Application above, and the laws of Canada, as applicable. If that address is not in Canada, this Agreement will be governed by and interpreted in accordance with the laws of the Province of Ontario and Canada, as applicable.

**DISCLOSURE STATEMENT – CREDIT CARD RATES AND FEES**

The information in this Disclosure Statement is current to the date of your application.

**Annual Interest Rate – 29.9%** - (the “Preferred Rate”) or **35.9%** - (the “Regular Rate”).

See Section 5 (“Interest and Grace Period”) and Section 6 (“Promotional Offers and Interest on Promotional Offers”) of the Agreement  
Examples of Monthly Credit Charges based on billing period of 31 days:

Average Daily Balance	\$ 500.00	\$ 1,000.00	\$ 1,500.00	\$ 2,000.00	\$ 2,500.00	\$ 3,000.00	\$ 3,500.00	\$ 4,000.00	\$ 5,000.00
Monthly credit charges based on the Preferred Rate of 29.9%	\$ 12.70	\$ 25.39	\$ 38.09	\$ 50.79	\$ 63.49	\$ 76.18	\$ 88.88	\$ 101.58	\$ 126.97
Monthly credit charges based on the Regular Rate of 35.9%	\$ 15.25	\$ 30.49	\$ 45.74	\$ 60.98	\$ 76.23	\$ 91.47	\$ 106.72	\$ 121.96	\$ 152.45

**Minimum Monthly Payment:** The Minimum Payment due each month as shown on your statement is calculated in the following manner:

- the greater of \$10.00 or 3.5% of the total of the purchase amounts of your Regular Credit Purchases; plus
- the greater of \$10.00 or 3.5% of the total of the purchase amounts of all Purchases (and any applicable fees) subject to a “No Interest with Minimum Payment” Promotional Offer (as described in Section 6 of this Agreement)

**How Interest is Calculated:** Interest accrues daily on any amount that is charged to your Account from the transaction date that appears on your Statement until the particular amount has been paid but may be waived or reduced in accordance with the terms of a Promotional Offer. See Section 6 (“Promotional Offers and Interest on Promotional Offers”) of the Agreement. Interest is calculated daily. Interest is charged on overdue interest (compound interest) monthly after default.

**Interest-Free Grace Period:** Not less than 25 days for new Purchases under the Regular Credit Purchases which appear on your statement for the first time and fees which appear on your statement for the first time if the Balance shown on your statement (other than for Promotional Offers that are in good standing) is always paid in full by the Payment Due Date shown on your statement. See Section 5 (“Interest and Grace Period”) of the Agreement for more information about your Grace Period and how you can avoid paying interest. This Interest-Free Grace Period does not apply to Purchases and fees that are subject to a Promotional Offer unless specified in that Promotional Offer. See Section 6 (“Promotional Offers and Interest on Promotional Offers”) of the Agreement and “Promotional Offers” below in this Disclosure Statement for details on how interest is applied to Purchases and fees under a Promotional Offer.

**Statements:** You will receive a statement each month which will cover a period of from 28 to 33 days depending on when your billing cycle ends.

**Maximum Liability for Unauthorized Use of Card:** We may require you to pay us up to \$50.00 for any unauthorized use of a Card, until we receive notice from you of the loss, theft or unauthorized use of your Card. However, if a Card is used with a PIN, Connect ID or Password, you will be liable for the full amount of all unauthorized use of a Card which occurs before receive notice from you.

**Promotional Offers:** You may be offered Promotional Offers from time to time. These offers are subject to the Agreement, including this Disclosure Statement, and any terms indicated in the promotional materials or sales slips or invoices provided by the Merchant. For each “No Interest with Minimum Payment” Promotional Offer with Promotional Term for 3-months or 6-months, interest at the Preferred Rate accrues on each Purchase (and any fees charged for the Purchase) from the transaction date for the Purchase, but interest that accrues during the Promotional Term will be waived if during the Promotional Term you pay the Minimum Payment (which includes the portion of the Minimum Payment for this Promotional Offer) each month by the Payment Due Date and if you pay the balance outstanding under this Promotional Offer by the Promotional Due Date.

Examples of credit charges for “No Interest with Minimum Payment” Promotional Offers on the balance described below if outstanding for the entire Promotional Term<sup>1</sup>.

**Credit charges for the entire Promotional Term<sup>1</sup>**

Outstanding Balance	3 Months	6 Months
\$ 500.00	\$ 38.09	\$ 76.18
\$ 1,000.00	\$ 76.18	\$ 152.37
\$ 1,500.00	\$ 114.28	\$ 228.55
\$ 2,000.00	\$ 152.37	\$ 304.73
\$ 2,500.00	\$ 190.46	\$ 380.92
\$ 3,000.00	\$ 228.55	\$ 457.10
\$ 3,500.00	\$ 266.64	\$ 533.28
\$ 4,000.00	\$ 304.73	\$ 609.47
\$ 4,500.00	\$ 342.83	\$ 685.65
\$ 5,000.00	\$ 380.92	\$ 761.84

<sup>1</sup>The calculation assumes that the outstanding balance is not paid in full by the Promotional Due Date. If the outstanding balance is paid in full by the Promotional Due Date, interest is waived on your Purchases that are subject to this Promotional Offer. See Section 6 ("Promotional Offers and Interest on Promotional Offers") of the Agreement for details. Credit charges are calculated at the Regular Rate of 29.9%.

**Other Fees:**

NSF Fee: \$45.00 for each cheque or other payment item which is dishonoured.  
Statement Copy Charge: \$5.00 for each additional copy of an Account statement or other Account documentation.  
Overlimit Fee: \$20.00 if you exceed the Credit Limit on the Account, we may charge you this Overlimit Fee. Only one Overlimit Fee will be charged per statement period.

**TD FINANCING SERVICES PROBLEM RESOLUTION PROCESS**

**Our Commitment to You**

TD Financing Services prides itself on the quality of service delivered to its customers in a professional and courteous manner. At the same time, we realize that concerns may arise with your relationship with us. TD Financing Services has a problem resolution process in order to ensure your concerns are handled with the care they deserve. Should you have a concern that you believe requires our prompt attention, we ask that you take the time to read our process. Tell us about your problem or concern in the way that is most convenient for you. You may contact a Customer Service Representative by telephone, fax or mail.

**Mail:** TD Financing Services, Inc. PO Box 4676, Station A Toronto ON M5W 6A4

**Telephone:** 1-866-508-6312 **Fax:** 1-877-801-3709

Please include your full name, address and telephone number in your communication. Our representatives will work hard to resolve your problem to your satisfaction. If you are not satisfied with the solution that they are able to provide, the concern will be elevated to a Manager who will become responsible for the resolution of your concern. As a next step, if your concern remains unresolved, the Manager will offer to elevate your problem to a representative of the Senior Management Office. Alternatively, if you prefer to elevate the problem yourself, the Manager will be pleased to provide you with the contact information.

**Contact the TD Ombudsman**

If your problem or concern remains unresolved to your satisfaction after elevation to the Senior Management Office you may contact the TD Ombudsman. The TD Ombudsman is dedicated to resolving disputes fairly and professionally. Please note that the mandate of the TD Ombudsman's office does not include disputes regarding the granting or declining of credit, but only deals with operational issues that occur.

If it is determined that your concern has not been addressed by the Senior Management Office, the TD Ombudsman may direct your problem to the appropriate department for investigation and response. Within five days of receiving your enquiry, the TD Ombudsman will write or call to advise you if and where your problem has been redirected, whether it has been resolved, or in more complex cases, what further steps are being taken and when you can expect a resolution. You may contact the TD Ombudsman by:

**Mail:** TD Ombudsman P.O. Box 1 Toronto-Dominion Centre Toronto, ON M5K 1A2

**Telephone:** 416-982-4884 or 1-888-361-0319 **Fax:** 416-983-3460 **Email\*:** td.ombudsman@td.com

Please include your full name, address and telephone number on your email.

**Contact the Ombudsman for Banking Services and Investments (OBSI)**

If your concern still remains unresolved to your satisfaction after contact with the TD Ombudsman, you may then contact the Ombudsman for Banking Services and Investments by:

**Mail:** Ombudsman for Banking Services and Investments P.O. Box 896, STN Adelaide Toronto, ON M5C 2K3

**Toll-free fax:** 1-888-422-2865 **Email\*:** ombudsman@obsi.ca

Please include your full name, address and telephone number on your email.

The OBSI can also be contacted by toll-free telephone at 1-888-451-4519. Please visit [www.obsi.ca](http://www.obsi.ca) for more information about OBSI.

**Financial Consumer Agency of Canada**

The Financial Consumer Agency of Canada (FCAC) supervises federally regulated financial institutions, and their affiliates in certain circumstances, to ensure that they comply with federal consumer protection laws.

The FCAC also helps educate consumers, and monitors industry codes of conduct and public commitments designed to protect the interests of consumers.

If you have a complaint regarding a potential violation of a consumer protection law, a public commitment, or an industry code of conduct, you can contact the FCAC in writing at: 6th Floor, Enterprise Building, 427 Laurier Avenue West, Ottawa, ON K1R 1B9. The FCAC can also be contacted by telephone at 1-866-461-3222 (en français 1-866-461-2232) or through its website at [www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca). Please note, the FCAC does not become involved in matters of redress or compensation – all such requests must follow the process set out above.

\*For your protection, do not send confidential information via email, as it is NOT a secure method of communication. If your request is urgent or requires disclosure of confidential information for resolution, please call the appropriate number.