

TD Canada Trust

Aeroplane Terms and Conditions for TD Credit Cards



These Aeroplan Terms and Conditions for your TD Credit Card form part of your Cardholder Agreement. Please carefully read this important document and store it in a safe place. We may send you changes or replacements for these Aeroplan Terms and Conditions for your TD Credit Card from time to time. These Aeroplan Terms and Conditions for your TD Credit Card replace all previous versions. You can also find a copy of these Aeroplan Terms and Conditions for your TD Credit Card at td.com/agreements.

You should read these Aeroplan Terms and Conditions for your TD Credit Card along with any other Agreements that apply to your TD Credit Card. When you activate, access or use the Card or the Account, any of these actions mean that you have agreed to, received and read all documents that make up the Agreement, including Aeroplan Terms and Conditions for your TD Credit Card.

These Aeroplan Terms and Conditions for your TD Credit Card apply to the Aeroplan points earned using your TD Credit Card as set out below. The Aeroplan Program is established and operated by Aeroplan, not TD, and is governed by the general terms of the Aeroplan Program. To understand your rights and obligations under the Aeroplan Program, you should carefully read the Aeroplan Program general terms and conditions.

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Section 1: Definitions

Here are what some **key words** mean in these Aeroplan Terms and Conditions for your TD Credit Card. We also explain what other key words mean directly in other sections of these Aeroplan Terms and Conditions for your TD Credit Card.

If you see any other capitalized terms that are used in these Aeroplan Terms and Conditions for your TD Credit Card, you can find their definitions in your Cardholder Agreement.

Account means the TD Credit Card account we open and maintain for the Primary Cardholder.

Additional Cardholder means a person who we have added to the Account at the Primary Cardholder's request. This person has access to the Account, and we have issued them a Card connected with the Account.

Agreement means the Cardholder Agreement, as changed from time to time. The Cardholder Agreement includes:

- The Disclosure Statement for the Account, as changed from time to time;
- The Privacy Agreement, as changed from time to time; and
- These Aeroplan Terms and Conditions for your TD Credit Card, as changed from time to time.

Aeroplan Member Account means the membership account held in the name of the Primary Cardholder under the Aeroplan Program.

Aeroplan Program means the program that is owned and operated by Aeroplan Inc. (**Aeroplan**). It includes all Aeroplan Program privileges and benefits including Aeroplan points.

Cardholder means the Primary Cardholder and any Additional Cardholder.

Good Standing means that you are following what you are required to do, or not do, under the Agreement.

Residents of Quebec means all Primary Cardholders who have indicated to us that their principal residence is in Quebec.

Residents Outside of Quebec means all Primary Cardholders who have indicated to us that their principal residence is not in Quebec.

We, us, our or **TD** refers to The Toronto-Dominion Bank.

You, your, yours or **yourself** means each Cardholder.

what can happen if the Account is not in Good Standing.

You can only earn Aeroplan points on the **net** Purchases charged and posted to the Account. This means that credits for refunds, returned items and other similar credits for Purchases will reduce or cancel the Aeroplan points earned.

You do not earn Aeroplan points on the following:

- Cash Advances (including Balance Transfers, Cash-like Transactions, and TD Visa Cheques);
- Interest charges;
- Fees;
- Adjustments;
- Refunds; and/or
- Rebates or other similar Account credits.

Section 2: Earning Aeroplan points

2.1 How do you earn Aeroplan points when you use your TD Credit Card?

The Account linked with the Program must be open and in Good Standing to earn Aeroplan points under these Aeroplan Terms and Conditions for your TD Credit Card.

- If you cannot make a Purchase because the Account is not in Good Standing and we have restricted the Account's ability to make Transactions, you cannot earn Aeroplan points by using the Account.
- Please see your Cardholder Agreement to learn more about when the Account will not be considered in Good Standing and

You may earn Aeroplan points in only one of the Purchase Categories set out in the below chart when you make a qualifying Purchase and your Account is in Good Standing. The number of Aeroplan points that you can earn will depend on the type of TD Credit Card you have.

We will round your qualifying Purchases posted to the Account up or down to the nearest whole dollar and then apply the Aeroplan points earned for this Purchase.

	TD® Aeroplan® Visa Platinum* Card	TD® Aeroplan® Visa Infinite* Card	TD® Aeroplan® Visa Infinite Privilege* Card
Purchase Category	Aeroplan points Earned	Aeroplan points Earned	Aeroplan points Earned
Base Earn Rate for all Purchases other than Purchases in the Bonus Rate Purchase Category below	1 Aeroplan point for every \$1.50 in Purchases Aeroplan points that you earn through the Bonus Rate set out below are in place of and is not in addition to the Base Earn Rate.	1 Aeroplan point for every \$1.00 in Purchases Aeroplan points that you earn through the Bonus Rate set out below are in place of and is not in addition to the Base Earn Rate.	1.25 Aeroplan points for every \$1.00 in Purchases Aeroplan points that you earn through the Bonus Rate set out below are in place of and is not in addition to the Base Earn Rate.

(continued)

	<i>TD® Aeroplan® Visa Platinum* Card</i>	<i>TD® Aeroplan® Visa Infinite* Card</i>	<i>TD® Aeroplan® Visa Infinite Privilege* Card</i>
Purchase Category	Aeroplan points Earned	Aeroplan points Earned	Aeroplan points Earned
Bonus Rate	<p>1 Aeroplan point earned for each \$1.00 in Purchases of:</p> <ul style="list-style-type: none">• Gas Purchases;• Grocery Purchases; and• Air Canada Products. <p>Annual Cap: The Bonus Rate will no longer apply when the total Purchases qualifying for the Bonus Rate exceed \$80,000.00 in a year. If you exceed the Annual Cap, you will earn the Base Earn Rate.</p> <p>The year runs after your first statement period in January until the end of your statement period the following January</p>	<p>1.5 Aeroplan points earned for each \$1.00 in Purchases of:</p> <ul style="list-style-type: none">• Gas Purchases;• Grocery Purchases; and• Air Canada Products. <p>Annual Cap: The Bonus Rate will no longer apply when the total Purchases qualifying for the Bonus Rate exceed \$80,000.00 in a year. If you exceed the Annual Cap, you will earn the Base Earn Rate.</p> <p>The year runs after your first statement period in January until the end of your statement period the following January</p>	<p>1.5 Aeroplan points earned for each \$1.00 in Purchases of:</p> <ul style="list-style-type: none">• Gas Purchases;• Grocery Purchases;• Travel Purchases; and• Dining Purchases. <p>2 Aeroplan points earned for each \$1.00 in Purchases of:</p> <ul style="list-style-type: none">• Air Canada Products. <p>Annual Cap: The Bonus Rate will no longer apply when the total Purchases qualifying for the Bonus Rate exceed \$100,000.00 in a year. If you exceed the Annual Cap, you will earn the Base Earn Rate.</p> <p>The year runs after your first statement period in January until the end of your statement period the following January</p>

2.2 How we determine if a Purchase qualifies for the Bonus Rate?

We use Merchant Category Codes to determine if a Purchase qualifies for the Bonus Rates.

Merchant Category Code means the merchant category code that the *Visa* payment network uses for a merchant to classify its goods and services, which may be changed from time to time by *Visa*.

Only Purchases using the following Merchant Category Codes will qualify for the Bonus Rate:

- Air Canada Products made directly with Air Canada: **3009**
- Gas Purchases: **5541** and **5542**
- Grocery Purchases: **5411** and **5499**

For the TD® Aeroplan® *Visa Infinite Privilege** Card:

- Travel Purchases: **3000** to **3008**, **3010** to **3999**, **4111**, **4112**, **4121**, **4131**, **4411**, **4511**, **4722**, **7011**, **7012** and **7512**
- Dining Purchases: **5812**, **5813** and **5814**

We do not monitor to determine whether merchants correctly identify and bill Transactions according to a Merchant Category Code. However, we do reserve the right to determine whether a Purchase would qualify for a Purchase Category.

Air Canada Products means only those Air Canada Purchases made directly with Air Canada for products and services completed online at aircanada.com, in-person at Air Canada customer service counter at the airport or aboard an Air Canada flight and Air Canada Vacations packages. Air Canada must be identified as the merchant for the Air Canada Product and only those Air Canada Products made directly with Air Canada with the above noted Merchant Category Codes **and** Air Canada listed as the merchant will earn the Bonus Rate.

Here are some examples where a Purchase **does not** qualify for the Air Canada Product Bonus Rate (unless your Purchase qualifies for the Bonus Rate as an eligible Travel Purchase with the TD® Aeroplan® *Visa Infinite Privilege** Card):

- If the Purchase of Air Canada Products is not made directly with Air Canada, such as if you make a Purchase through a third-party or non-direct travel agent, this Purchase will earn the Base Earn Rate.
- If you make a Purchase for non-Air Canada products from aircanada.com, such as a car rental, a hotel booking, or any other product or services from a third-party partner, and this Purchase does not use Air Canada as the merchant for this Purchase, you will earn the Base Earn Rate.

Gas Purchases means buying gas or gas station services or products from a merchant classified through the *Visa* payment network using the above noted Merchant Category Code for Gas Purchases.

Grocery Purchases means buying groceries or grocery items from a merchant classified through the *Visa* payment network using the above noted Merchant Category Code for Grocery Purchases.

Please contact us using the contact details in Section **6** *How to Contact Us*, if you want to confirm whether a Purchase charged to the Account qualifies for a Purchase Category.

If a Purchase qualifies for more than one Purchase Category, you will only earn Aeroplan points in one of those Purchase Categories. We reserve the right to determine which Earn Rate your qualifying Purchase will earn.

2.3 Can you receive Offers?

Occasionally, we may offer you limited time offers which may include:

- Additional Purchase Categories;
- Additional and/or increased earn rates for a Purchase Category;
- Benefits with select merchants; and/or
- Bonus Aeroplan points.

Additional terms and conditions will apply to such offers and such terms and conditions will be available to you at the time the offer is made.

2.4 How do the Aeroplan points I earn using my TD Credit Card get awarded to my Aeroplan Account?

The Account must be open, active and in Good Standing for Aeroplan points, earned under these Aeroplan Terms and Conditions for your TD Credit Card, to be awarded to the Aeroplan Member Account at the end of the Account's statement period. This includes any Aeroplan points earned by any Additional Cardholder.

Section 3: Redeeming Aeroplan points

3.1 How do you redeem Aeroplan points?

Aeroplan points must be redeemed through the Aeroplan Program. The Aeroplan Program general terms and conditions are established by Aeroplan and they will apply to your Aeroplan points. This includes information about how you can redeem your Aeroplan points.

You cannot redeem Aeroplan points earned for Purchases that have not yet been posted to the Account and not yet awarded the Aeroplan Member Account.

Section 4: General Terms

4.1 How can you check your Aeroplan points you have earned on your TD Credit Card?

We will show you the number of Aeroplan points you have earned with your TD Credit Card in a particular statement period on the Account's monthly statement. Once the Aeroplan points are awarded to the Aeroplan Member Account, you can check your Aeroplan points balance directly with Aeroplan.

Aeroplan maintains the Aeroplan points balance in your Aeroplan Member Account, and we are not responsible for the Aeroplan points balance in your Aeroplan Member Account. If you would like to check your Aeroplan points balance in your Aeroplan Member Account, you must contact Aeroplan using the information listed in Section **6** *How to Contact Us*.

4.2 What happens if there is an error with your Aeroplan points balance on your TD Credit Card monthly statement?

You must review your Aeroplan points balance on each Account statement and contact us about any errors within **30** days from the statement date so we can immediately investigate them. Contact us using the information listed in Section **6** *How to Contact Us*.

If you do not contact us about errors within **30** days from the statement date, we will consider the Aeroplan points balance and our Records to be correct (except for any amount that we credited to the Account in error). If we confirm an error, or if we accidentally credit Aeroplan points to your Aeroplan points balance, we may adjust the Aeroplan points balance at any time without notifying you.

If you would like to report an error for your Aeroplan points balance in your Aeroplan Member Account, you must contact Aeroplan using the information listed in Section **6 How to Contact Us**.

4.3 Can you combine Aeroplan points with a TD Rewards Program or a TD Cash Back Program?

No. You cannot combine your Aeroplan points with a TD Rewards Program or a TD Cash Back Program.

Section 5: General Information

5.1 What is our limitation of liability for these Aeroplan Terms and Conditions for your TD Credit Card?

This section is in addition to the limitation of liability as set out in the Cardholder Agreement.

Aeroplan Program

We are not responsible for the Aeroplan Program or Aeroplan points, the terms of the Aeroplan Program, including the expiry cancellation of Aeroplan points, the cancellation or termination of the Aeroplan Program or Aeroplan points, including to rules, redemption conditions, benefits, features or services of the Aeroplan Program. This also includes no responsibility for the services supplied under the Aeroplan Program, including any services provided by a third-party service provider, agent, partner or supplier, including Aeroplan, or for any actions or omissions. We will not accept any responsibility for any loss or damages caused by goods or services supplied or requested in connection with the Aeroplan Program.

No Liability for Damages

We are not liable to you for any loss or damages except for direct damages caused by our negligence. In no event are we liable for special, indirect or consequential damages. This limitation on our liability to direct damages applies even if we have been advised of the

possibility that you may suffer other types of loss or damages.

In addition to the above, in no event are we liable for any damages (including special, indirect or consequential damages) resulting from any of the following:

- Any losses related to your failure to do something, including a failure to meet your obligations under these Aeroplan Terms and Conditions for your TD Credit Card;
- Delay or inability to access or use Aeroplan points;
- Any failure, error, malfunction, misuse, delay, or inaccessibility of any Machines, system, equipment or service caused by a third party or other circumstances beyond our control;
- Any other failure, error, or delay by any third party or other circumstances beyond our control;
- Suspension, cancellation or closure of these Aeroplan Terms and Conditions for your TD Credit Card by us; and /or
- If we leverage any of our rights set out in the Cardholder Agreement and/or these Aeroplan Terms and Conditions for your TD Credit Card and such rights impact your eligibility to participate in these Aeroplan Terms and Conditions for your TD Credit Card.

5.2 What if we do not act immediately if you do not follow your obligations in these Aeroplan Terms and Conditions for your TD Credit Card?

If we fail or delay to object or act when you do not follow any section of these Aeroplan Terms and Conditions for your TD Credit Card, all sections of these Aeroplan Terms and Conditions for your TD Credit Card remain valid and unchanged. We also reserve our right to act on that breach or any similar breach at a

later date. Any action or omission by us does not mean that we have waived or changed these Aeroplan Terms and Conditions for your TD Credit Card.

5.3 Can we change the Aeroplan Terms and Conditions for your TD Credit Card?

At any time, we may change, replace, add or remove any section of these Aeroplan Terms and Conditions for your TD Credit Card, including:

- Earning Aeroplan points by using your TD Credit Card;
- Introducing or changing a limit on the number of Aeroplan points that can be earned;
- General information;
- Contact information;
- The eligibility requirement to participate in these Aeroplan Terms and Conditions for your TD Credit Card;
- Fees related to these Aeroplan Terms and Conditions for your TD Credit Card, including the introduction of new fees;
- Ownership of these Aeroplan Terms and Conditions for your TD Credit Card;
- Communicating between us and you and the management of personal information in relation to these Aeroplan Terms and Conditions for your TD Credit Card; and/or
- Any other term and condition of these Aeroplan Terms and Conditions for your TD Credit Card.

For Residents Outside of Quebec

We will notify you when we make a change to these Aeroplan Terms and Conditions for your TD Credit Card. This notice may be given by statement message in the Account statement, or sent to you in another way.

The following actions will mean that you have accepted changes to these Aeroplan Terms and Conditions for your TD Credit Card after the date that the change is effective:

- If you use or activate any Card or the Account connected with the Program;
- If the Account connected with the Program remains open; or
- If any Balance owing on the Account connected with the Program remains unpaid.

For Residents of Quebec

If we make any changes to these Aeroplan Terms and Conditions for your TD Credit Card, we will notify you between the **60th** to **90th** day before the changes are effective.

We will write the notice clearly and legibly, and provide you with the following details:

- The original clause and its changed version, or only the new clause;
- The date when the change will come into effect; and
- That you can cancel your Agreement and close the Account without any cost or penalty, if the change increases your obligations or decreases our obligations under these Aeroplan Terms and Conditions for your TD Credit Card.

If you choose to cancel your Agreement and close the Account connected with these Aeroplan Terms and Conditions for your TD Credit Card, you must notify us no later than **30** days after the change comes into effect. Contact us using the information provided in Section **6** *How to Contact Us*, to close the Account connected with these Aeroplan Terms and Conditions for your TD Credit Card. Please see the Cardholder Agreement to learn about the impacts of closing the Account connected with these Aeroplan Terms and Conditions for your TD Credit Card.

5.4 Can we cancel or terminate these Aeroplan Terms and Conditions for your TD Credit Card?

Yes. We may restrict, cancel or terminate these Aeroplan Terms and Conditions for your TD Credit Card at any time in accordance with these Aeroplan Terms and Conditions for your TD Credit Card and/or the Cardholder Agreement.

5.5 Can we cancel or terminate a Cardholder's ability to participate in these Aeroplan Terms and Conditions for your TD Credit Card?

Yes. We can restrict, cancel or terminate the Account, and/or a Cardholder's ability to participate in these Aeroplan Terms and Conditions for your TD Credit Card with or without cancelling or terminating the Account connected with these Aeroplan Terms and Conditions for your TD Credit Card, and such restriction, cancellation or termination may be with or without notice.

For example, we will restrict, cancel or terminate the Account connected with these Aeroplan Terms and Conditions for your TD Credit Card, and/or a Cardholder's ability to participate in these Aeroplan Terms and Conditions for your TD Credit Card if:

- A Cardholder abuses these Aeroplan Terms and Conditions for your TD Credit Card;
- A Cardholder does not follow, or does anything to make us believe that they will be unable to follow, these Aeroplan Terms and Conditions for your TD Credit Card;
- A Cardholder misrepresents any information that they provide us;
- A Cardholder conducts themselves in a way that hurts us, or may hurt us, or the interests of these Aeroplan Terms and Conditions for your TD Credit Card;
- The Account connected to these Aeroplan

Terms and Conditions for your TD Credit Card is not in Good Standing;

- The Account is inactive; and/or
- For any reason set out in the Cardholder Agreement.

If the Account is not in Good Standing, and/or any of the circumstances described in the paragraph above occur, then:

- You may lose the benefit of any offer for these Aeroplan Terms and Conditions for your TD Credit Card;
- You will not be able to earn Aeroplan points;
- Aeroplan points earned under these Aeroplan Terms and Conditions for your TD Credit Card will not be awarded to the Aeroplan Member Account; and/or
- We may exercise our rights under the Cardholder Agreement.

Please see your Cardholder Agreement to understand the impact of no longer being in Good Standing.

5.6 What are our rights if you do not follow these Aeroplan Terms and Conditions for your TD Credit Card?

We can take any measure set out in the Cardholder Agreement or these Aeroplan Terms and Conditions for your TD Credit Card if you do not follow these Aeroplan Terms and Conditions for your TD Credit Card, or if you do anything that causes us to believe that you will be unable to comply with these Aeroplan Terms and Conditions for your TD Credit Card.

This includes, but is not limited to:

- Reversing Aeroplan points improperly earned in your Aeroplan points balance;
- Requiring you to pay our damages which could be equal to the amount of the Aeroplan points that were improperly earned under these Aeroplan Terms and Conditions for your TD Credit Card; and/or

- Deducting money from any other account that you have with us or TD Bank Group without notifying you. We can use this money to pay the amount you owe us under these Aeroplan Terms and Conditions for your TD Credit Card.

Please see the Cardholder Agreement to learn about how we may restrict or close the Account connected with these Aeroplan Terms and Conditions for your TD Credit Card and what actions we may take if you do not comply with the Agreement.

5.7 What happens if part of these Terms and Conditions is invalid?

If a court finds any portion of these Aeroplan Terms and Conditions for your TD Credit Card invalid or unenforceable, the remainder of the Aeroplan Terms and Conditions for your TD Credit Card will remain valid.

5.8 What laws govern these Terms and Conditions?

The laws that govern these Aeroplan Terms and Conditions for your TD Credit Card are the laws of the Canadian province of most recent address in our Records that is provided to us by the Primary Cardholder for their primary residence, and any applicable federal laws.

5.9 What language will be used?

It is the express wish of the parties that this Agreement and any directly or indirectly related documents be in English. Les parties ont exprimé la volonté expresse que cette convention et tous les documents s’y rattachant directement ou indirectement soient rédigés en anglais.

Section 6: How to Contact Us

You can contact us directly if you need to:

- Report Aeroplan points errors earned under these Aeroplan Terms and Conditions for your TD Credit Card; or
- Ask general questions about these Aeroplan Terms and Conditions for your TD Credit Card.

To contact us, use one of the following methods:

Contact	Details
Aeroplan Support For questions about travel booked through Aeroplan and redeeming through the Aeroplan Website: For enquiries about your Aeroplan Member Account, including your Aeroplan points balance:	Online: aircanada.com/aeroplan By Phone: 1-800-361-5373
EasyLine Telephone Banking For all other questions:	Online: TD.com By Phone: 1-800-983-8472 In Person: Visit any one of our branches By Mail: TD Credit Cards P.O. Box 300, TD Centre Toronto, Ontario M5K 1K6

NEXUS TERMS AND CONDITIONS FOR SELECT TD AEROPLAN CREDIT CARDS

Please carefully read this important document and store it in a safe place. We may send you changes or replacements for these Nexus™ Terms and Conditions for select TD Aeroplan Credit Card from time to time. These Nexus Terms and Conditions for select TD Aeroplan Credit Card replace all previous versions.

These Nexus™ Terms and Conditions apply only to the TD® Aeroplan® Visa Infinite Card or the TD® Aeroplan® Visa Infinite Privilege* Card and they form part of your Cardholder Agreement. You should read it along with any other Agreements that apply to your TD Credit Card. You can also find a copy of these Nexus Terms and Conditions for select TD Aeroplan Credit Card at td.com/agreements.*

1. Definitions

Here are what some **key words** mean in these NEXUS Terms and Conditions for select TD Aeroplan Credit Cards. Some key words and their meaning are defined directly in other sections of these NEXUS Terms and Conditions for select TD Aeroplan Credit Cards.

If you see any other capitalized terms that are used in these Nexus Terms and Conditions for select TD Aeroplan Credit Cards, you can find their definitions in your Cardholder Agreement.

NEXUS means the expedited border control program for low-risk, pre-approved travellers that is offered jointly by the Canada Border Services Agency and the U.S. Customs and Border Protection. The terms of the NEXUS program are established by NEXUS and not TD. For NEXUS terms and conditions, please visit www.cbsa-asfc.gc.ca/prog/nexus/term-eng.html

2. Nexus Application Fee Statement Credit

Subject to the limit set out below, each Primary Cardholder and Additional Cardholder will receive **one (1)** statement credit for the amount posted to the Account, up to a maximum value of **\$100 CAD**, for a NEXUS application fee regardless of NEXUS application approval.

Limitations of statement credits:

- To be eligible for the statement credit, the Account must be open, active and in good standing at the time the NEXUS application fee is charged and posted on the Account.
- There is a maximum of **four (4)** statement credits available when a qualifying NEXUS application fee is posted to the Account in any given **48**-month period:
 - The **48**-month period starts when the first qualifying NEXUS application fee is posted to the Account.
 - The maximum number of eligible statement credits in the **48**-month period will be equal to the number of Cardholders on the Account when a qualifying NEXUS application fee is posted to your Account.

TD has no control over the NEXUS program including, but not limited to, eligibility requirements, application approval process, enrollment, renewals, cancellation of NEXUS program memberships, fees (including penalties), or any changes to the terms and conditions under the NEXUS program.

3. Application of the terms of the Cardholder Agreement to these Nexus Terms and Conditions

The Cardholder Agreement applicable terms and conditions will apply to, and are incorporated into, these Nexus Terms and Conditions for select TD Aeroplan Credit Cards.

This includes (but is not limited to):

- The right to restrict a Cardholder's ability to participate in these NEXUS Terms and Conditions for select TD Aeroplan Credit Cards for any reason set out in the Cardholder Agreement, including if the Account is not in Good Standing;
- The right to terminate these NEXUS Terms and Conditions for select TD Aeroplan Credit Cards;
- The right to make changes to these NEXUS Terms and Conditions for select TD Aeroplan Credit Cards in accordance with the Cardholder Agreement, including the right to change the definition section above and the right to increase or decrease the NEXUS statement credit amount;
- Your obligation to review your Account statement to verify that your statement credit for the NEXUS benefit is properly applied;
- Our right to communicate with you about the NEXUS benefit;
- Our limitation of liability for any damages or losses; and/or
- If we change the NEXUS Terms and Conditions for select TD Aeroplan Credit Cards.

For Residents Outside of Quebec

We will notify you when we make a change to the NEXUS Terms and Conditions. This notice may be given by statement message in the Account statement or sent to you in another way.

You will have accepted the changes to these NEXUS Terms and Conditions if, after the change is effective:

- You use or activate any Card or the Account;
- The Account remains open; or
- Any Balance owing on the Account remains unpaid.

For Residents of Quebec

If we make any changes to the NEXUS Terms and Conditions we will notify you in writing at least **30** days before the change is in effect. The notice may be sent by statement message in the Account statement or sent to you in another way.

We will write the notice clearly and legibly, and provide you with the following details:

- The original clause and its changed version, or only the new clause;
- The date when the change will come into effect; and
- An option to cancel your Agreement and close the Account without any cost or penalty if the change increases your obligations or decreases our obligations under these NEXUS Terms and Conditions.

If you choose to cancel your Agreement and close the Account, you must notify us no later than **30** days after the change comes into effect. Contact us using the information provided in the Cardholder Agreement Section **9** *How to Contact Us*.

4. Language

It is the express wish of the parties that this Agreement and any directly or indirectly related documents be drawn up in English. Les parties ont exprimé la volonté expresse que cette convention et tous les documents sy rattachant directement ou indirectement soient rédigés en anglais.

5. How to Contact Us

Please see Section **9** *How to Contact Us* in your Cardholder Agreement to contact us about these NEXUS Terms and Conditions.

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