

5. Once approved for the secured credit card, the consumer has 15 days to deposit funds in their TD Simple Savings account.

6. The funds in the TD Simple Savings account are frozen and cannot be accessed by the consumer while the secured credit card account is open.

7. In its contractual document, and the promotional webpage that incorporates the contractual document, TD Bank informs consumers that, if they use and maintain their secured credit card and keep it in good standing for seven consecutive billing cycles, they can “graduate” to an unsecured TD Bank Credit Card. Graduating to an unsecured TD Bank Credit Card allows consumers to regain control of the funds in the TD Simple Savings account that had previously been held as security. In accordance with TD Bank’s terms, shifting to an unsecured card also entitles consumers to a prorated refund of the annual fee that they were charged for having a secured credit card. Other benefits of moving from a secured to an unsecured account include a boost to the consumer’s credit score after the change is reported to the credit reporting agencies by TD.

8. In reality, however, TD Bank refuses to allow consumers to graduate to an unsecured TD Bank Credit Card even when they keep their secured credit card in good standing for the requisite seven consecutive billing cycles.

9. By doing so, TD violates the terms set forth in TD’s contractual documents. TD Bank’s conduct also results in TD continuing to exercise control over the collateral funds in the TD Simple Savings account and its refusal to refund the annual fee paid by consumers for the secured credit card. TD Bank’s scheme robs consumers of several of the benefits of the bargain. This practice also gives TD Bank an unfair advantage over competitors, which do not promise to upgrade accounts in seven months, and therefore lose business to TD.

PARTIES

10. Plaintiff Natalie Campagna is a citizen of the State of New York. Ms. Campagna has contracted with TD Bank for a “TD Cash VISA Secured Card.”

11. Plaintiff Gloria DeVault is a citizen of the State of New Jersey. Ms. DeVault has also contracted with TD Bank for a “TD Cash VISA Secured Card.”

12. Defendant TD Bank is headquartered in Cherry Hill, New Jersey. TD has approximately 1,300 branches and 1,900 ATM machines in the United States. By assets, TD Bank is now ranked in the top 10 among U.S. banks and provides banking services to 6,500,000 east coast customers from Maine to Florida.

13. TD Bank has 242 branches in New Jersey and provides banking services to over 12% of the state’s bank customers.

JURISDICTION AND VENUE

14. This Court has jurisdiction over the subject matter presented by this Complaint because it is a class action arising under the Class Action Fairness Act of 2005 (“CAFA”), which explicitly provides for the original jurisdiction of the federal courts of any class action in which any member of the class is a citizen of a state different from any defendant, and in which the matter in controversy exceeds in the aggregate sum of \$5,000,000, exclusive of interest and costs.

15. Plaintiffs allege that the total claims of members of the proposed class in this action are in excess of \$5,000,000 in the aggregate, exclusive of interest and costs, as required by 28 U.S.C. §§ 1332(d)(2) and (6). Plaintiffs are citizens of the New York and New Jersey, whereas Defendant is a citizen of New Jersey for purposes of diversity. The proposed class will include consumers from dozens of states. Therefore, diversity of citizenship exists under CAFA as required by 28 U.S.C. § 1332(d)(2)(A). Furthermore, Plaintiffs allege that more than two-thirds of all of the members of the proposed class in the aggregate are citizens of a state other than New

Jersey, where this action is being filed, and that the total number of members of the proposed class is greater than 100, pursuant to 28 U.S.C. § 1332(d)(5)(B).

16. Venue is proper in the District of New Jersey pursuant to the facts described above which include the presence of the TD Bank headquarters, hundreds of bank branches, and hundreds of thousands of customers in this District.

COMMON FACTUAL ALLEGATIONS

17. Secured credit cards like the one held by Plaintiffs are governed by the Card Agreement, which is a ten-page form contract drafted by TD Bank.

18. The Card Agreement has a specific paragraph that governs eligibility for an unsecured credit card. *See* Card Agreement, p. 2.

19. Section 3(C) “Eligibility for an Unsecured Card” explicitly states: “If you use and maintain a Credit Card Account for 7 consecutive Billing Cycles without committing an act of default pursuant to the Agreement, you may be eligible to graduate to an unsecured TD Bank credit card automatically.” *Id.* This is the only eligibility requirement contained in the Card Agreement regarding graduating to an unsecured credit card.

20. This section of the Card Agreement also states: “Your account will automatically be reviewed [for graduation] once you meet the threshold eligibility requirements.”

21. Therefore, TD represents to consumers that, after seven months, their account will automatically be reviewed and, if they have not defaulted, their account will graduate to an unsecured credit card.

22. The Card Agreement also provides that upon graduation, “your saving account that secured the credit card will be released so you will have access to these funds.”

23. Further, the Card Agreement promises: “Upon graduation, a prorated refund of the annual fee will be given to you and it will appear on a subsequent monthly statement.” *Id.*

24. If an account has not been kept in good standing for seven consecutive months, then TD promises to “automatically” review the account “on an ongoing basis thereafter to determine if you have become eligible.” *Id.* Thus, if the customer later completes seven months in a row with no default, TD should “automatically” graduate the account. Indeed, the Card Agreement states “you will be notified of the impending *automatic* graduation.” *Id.* (emphasis added).

25. In addition to the Card Agreement, TD Bank has a promotional page on its website that states that a consumer can graduate to an unsecured credit card if their account is kept in good standing and then directs the consumer to the Card Agreement, which, as noted above, contains the seven-month requirement. *See* TD Cash Secured Credit Card (Exhibit 2 hereto) (available at: <https://www.td.com/us/en/personal-banking/credit-cards/secured-credit-card/>) (last visited March 26, 2020).

26. In the summer of 2019, Ms. Campagna began investigating secured credit cards that included a defined graduation period.

27. A secured credit card with a defined graduation period was important to Ms. Campagna, because she ultimately wanted to transition to an unsecured credit card.

28. During her online searches, Ms. Campagna was unable to find any other banks that were as specific as TD was about the timing and requirements to graduate from a secured credit card to an unsecured credit card. Only TD Bank promised that a customer was eligible for the upgraded account after seven months in good standing.

29. For example, even though Ms. Campagna was approved for a secured credit card through Citibank, the graduation policy associated with that card was quite vague, so Ms. Campagna elected to obtain a secured credit card with TD.

30. In reliance upon the representations made by TD Bank in the Card Agreement regarding being able to automatically graduate to an unsecured credit card following seven

consecutive billing cycles in good standing, Ms. Campagna went into her local TD Bank branch and applied in person for a Cash Secured Credit Card.

31. After being approved for the secured card, Ms. Campagna deposited \$2,000 into a TD Bank Simple Savings account to be used as collateral for the credit card.

32. Ms. Campagna began using her secured card in August 2019.

33. On September 13, 2019, TD Bank assessed Ms. Campagna an annual fee of \$29.00 for the secured card.

34. Ms. Campagna used and maintained her account in good standing for seven consecutive billing cycles.

35. In March 2020, Ms. Campagna contacted TD Bank via telephone to inquire about her graduation to an unsecured credit card as described in the Card Agreement.

36. TD Bank's "customer service specialist" informed Ms. Campagna that she would **not** be graduating to an unsecured credit card.

37. The specialist also told Ms. Campagna that "she didn't know why the agreement is still on the web site" because the process of graduating to an unsecured credit card is not undertaken after seven months and the process takes into account many factors which are not included in the form contract.

38. The specialist also advised Ms. Campagna that consumers are "always calling in" and requesting graduation to an unsecured card pursuant to the seven-month promise, but that the process takes far longer than seven months and "hardly anyone ever graduates due to the lengthy process involving many outside factors."

39. As a result of TD Bank's refusal to graduate Ms. Campagna to an unsecured credit card, Ms. Campagna did not receive her prorated refund of the annual fee that she paid and has not regained use of the \$2,000 that she was required to deposit into her TD Bank Simple Savings

account as collateral.

40. TD Bank contradicted the Card Agreement by refusing to consider and grant Ms. Campagna's request after she complied with the terms.

41. In 2018, Ms. DeVault began investigating secured credit cards as a way of improving her credit.

42. Ms. DeVault was attracted to TD Bank's secured credit card program because of the specific timing requirements to graduate from a secured credit card to an unsecured credit card.

43. In reliance upon TD Bank's promise that a customer was eligible for to be upgraded from a secured credit card to an unsecured credit card after seven months in good standing, Ms. DeVault opened her secured credit card in October 2018.

44. After maintaining her secured credit card in good standing for over seven months, Ms. DeVault contacted TD Bank about graduating to an unsecured credit card.

45. The customer service representative stated that Ms. DeVault did not qualify to graduate to a secured credit card and recommended that Ms. DeVault try to open an unsecured card and request a larger line of credit.

46. Ms. DeVault explained that the recommended strategy was not what TD Bank had represented to her when she signed up for the card and that she had been assured that, if she made all her payments on time, she would graduate to the unsecured card and have your security deposit refunded.

47. Many months later, after incurring an annual fee in November 2019 and continuing to keep her account in good standing, Ms. DeVault again contacted TD Bank about graduating to an unsecured credit card.

48. TD Bank's customer service representative again advised Ms. DeVault that she should forget about graduating and simply try to apply for an unsecured credit card directly.

49. Once again, Ms. DeVault explained that she should not have to do that because the program she signed up for stated she would graduate to an unsecured credit card after keeping her account in good standing and then her security deposit would be released.

50. Ms. DeVault explained that she had an impeccable record with TD Bank and requested that to speak with someone else about graduating the card as promised.

51. TD Bank's customer service representative refused to allow Ms. DeVault to speak with anyone else.

52. Since being denied graduation a second time, Ms. DeVault continues to keep her account in good standing and continues to incur additional fees from TD Bank, including yet another annual fee.

53. TD's handling of Ms. Campagna's and Ms. DeVault's accounts are not isolated events. Many customers regularly call TD to make the same request that Plaintiffs made. All of these requests are based on the same promise by TD. Of course, based on the Card Agreement, the process should be automatic and customers should not even need to call TD.

54. This practice is not new. As suggested by the TD employee, the Bank has continued this practice for some time. For example, a similar complaint was lodged online against TD Bank regarding the same practice in 2014.

55. A customer known as "@taxi818" commented that he applied for a secured credit card from TD Bank in November 2013. During the application process, this consumer was advised that he could graduate to a secured card after six months of use.

56. After the sixth month, @taxi818 called to speak with TD Bank's customer service specialists and was told that the review period for promotion to an unsecured account took place after **two years** rather than what was stated in the contract.

57. Even though TD Bank’s Card Agreement clearly establishes that a consumer can graduate to an unsecured credit card following seven consecutive billing cycles, further investigation has revealed that TD Bank adheres to this two-year waiting period.

58. This two-year waiting period is spelled out in a much less prominent location on the Bank’s website. This webpage invites consumers who *already* have a TD Secured Credit Card to apply for an unsecured credit card and informs them as follows:

Upon receipt of your application, we will review your TD Secured Credit Card account to ensure it has been open and in good standing for at least 24 consecutive billing cycles. We will then review your application in its entirety to determine your creditworthiness in accordance with our standard procedures for review of unsecured personal credit card applications, including, but not limited to, obtaining a credit report to determine your eligibility.

See You May Be Eligible for a TD Unsecured Credit Card (Exhibit 3 hereto) (available at: <https://www.tdbank.com/personalcreditcard/unsecured-credit-card.html>) (last visited March 26, 2020).

59. Because this webpage is aimed at consumers who already have TD Secured Credit Cards, but want to apply for an unsecured credit card, it is not geared toward those applying for the card initially.

60. The few procedures mentioned on this webpage are dramatically different than the criteria set forth in the Card Agreement for graduation to an unsecured credit card. For example, the Card Agreement only mentions a seven-month waiting period, not the two-year waiting period. *Compare* Exhibit 1, p. 2, *with* Exhibit 3. Likewise, the Card Agreement makes no mention of a credit report needing to be pulled to make a determination as does the webpage. *Id.* TD’s own documents reveal a classic bait-and-switch scheme.

61. This separate online document, however, cannot trump the Card Agreement, which states that the Card Agreement “replaces any other agreement relating to your Credit Card Account that you and we made earlier or at the same time” and further provides that the Card Agreement

controls over any other document unless expressly provided otherwise. *See* Card Agreement, p. 8.

62. In sum, Plaintiffs' experiences with TD Bank are not isolated, but rather are illustrative of TD's improper business practices.

CLASS ACTION ALLEGATIONS

63. Plaintiffs bring this action individually and on behalf of all others similarly situated pursuant to Rule 23. The Classes are preliminarily defined as:

The National Class

All holders of a TD Bank, N.A. Cash Secured Credit Card who, within the applicable statute of limitations preceding the filing of this lawsuit, maintained their account for seven consecutive billing cycles without committing an act of default and were not timely graduated to an unsecured TD Bank credit card.

The New York Subclass

All New York citizens who are holders of a TD Bank, N.A. Cash Secured Credit Card and who, within the applicable statute of limitations preceding the filing of this lawsuit, maintained their account for seven consecutive billing cycles without committing an act of default and were not timely graduated to an unsecured TD Bank credit card.

The New Jersey Subclass

All New Jersey citizens who are holders of a TD Bank, N.A. Cash Secured Credit Card and who, within the applicable statute of limitations preceding the filing of this lawsuit, maintained their account for seven consecutive billing cycles without committing an act of default and were not timely graduated to an unsecured TD Bank credit card.

64. Excluded from the Classes are:

- a. Defendant and any entities in which Defendant has a controlling interest;
- b. Any entities in which Defendant's officers, directors, or employees are employed and any of the legal representatives, heirs, successors, or assigns of Defendant;
- c. All current employees of Defendant;
- d. The judges to whom this case is assigned and any member of the judges' immediate family and any other judicial officer assigned to this case;

- e. Any attorneys representing Plaintiffs or the Classes; and
- f. All governmental entities.

65. Plaintiffs reserve the right to modify or amend the definitions of the proposed Classes and/or to add classes or subclasses if necessary before the Court determines whether certification is appropriate and as the Court may otherwise allow.

66. The Classes will face common questions such that there is a well-defined community of interest among the members of the Classes. These questions predominate over questions that may affect only individual class members because TD Bank has acted on grounds generally applicable to the Classes. Such common legal or factual questions include, but are not limited to:

- a. Whether TD Bank improperly refused to consider graduation of consumers who held secured credit cards to unsecured credit cards;
- b. Whether TD Bank breaches the Card Agreement by failing to consider graduating consumers who held secured credit cards to unsecured credit cards after their seventh consecutive billing cycle in good standing;
- c. Whether TD Bank engages in unfair and/or deceptive trade practices in violation of New York and/or New Jersey Law by engaging in the trade practices alleged herein; and/or
- d. Whether Plaintiffs and other members of the Classes have been damaged as a result of TD Bank's wrongful business practices described herein.

67. The parties are numerous such that joinder of them all is impracticable. Upon information and belief, and subject to class discovery, the Classes consist of thousands of members or more, the identities of whom are within the exclusive knowledge of and can be ascertained only by resort to TD's records. TD Bank has the administrative capability through its computer systems

and other records to identify all members of the Classes, and such specific information is not otherwise available to Plaintiffs.

68. It is impracticable to bring the Class members' individual claims before the Court. Class treatment permits a large number of similarly situated persons or entities to prosecute their common claims in a single forum simultaneously, efficiently and without the unnecessary duplication of evidence, effort, expense, or the possibility of inconsistent or contradictory judgments that numerous individual actions would engender. The benefits of the class mechanism, including providing injured persons or entities with a method for obtaining redress on claims that might not be practicable to pursue individually, substantially outweigh any difficulties that may arise in the management of this class action.

69. Plaintiffs' claims are typical of the claims of the other members of the Class in that they arise out of the same wrongful business practices by TD Bank, as described herein.

70. Plaintiffs are more than adequate representatives of the Classes in that Plaintiffs have or had a TD Bank checking account and have suffered damages as a result of TD's contract violations, violations of the covenant of good faith and fair dealing, unjust enrichment, and/or conversion. In addition:

a) Plaintiffs are committed to the vigorous prosecution of this action on behalf of themselves and all others similarly situated and has retained competent counsel experienced in the prosecution of class actions and, in particular, class actions on behalf of consumers against financial institutions;

b) There is no conflict of interest between Plaintiffs and the unnamed members of the Classes;

c) Plaintiffs anticipate no difficulty in the management of this litigation as a class action; and

d) Plaintiffs' legal counsel has the financial and legal resources to meet the substantial costs and legal issues associated with this type of litigation.

71. Plaintiffs know of no difficulty to be encountered in the maintenance of this action that would preclude its maintenance as a class action.

72. TD Bank has acted or refused to act on grounds generally applicable to the Classes, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the Classes as a whole.

73. All conditions precedent to bringing this action have been satisfied and/or waived.

REQUESTS FOR RELIEF

COUNT ONE

Breach of Contract and Breach of the Covenant of Good Faith and Fair Dealing

74. Plaintiffs reallege and incorporate by reference all the foregoing allegations as if they were fully set forth herein.

75. Plaintiffs and Defendant have contracted for credit card services. As described above, the actions of TD Bank violate the specific terms of the Card Agreement. TD is liable for the losses of Ms. Campagna, Ms. DeVault, and the Classes that have resulted from TD's breaches of the Card Agreement.

76. TD violated the contract by failing to consider and to graduate Ms. Campagna and Ms. DeVault from a secured credit card to an unsecured credit card after seven consecutive billing cycles without a default. This breach caused Ms. Campagna and Ms. DeVault substantial damages. Specifically, Ms. Campagna is being denied the use of her \$2,000 collateral deposit and Ms. DeVault is being denied the use of her \$1,000 collateral deposit. These losses are likely to continue for many more months. Also, TD has not issued a prorated refund of the annual fees Plaintiffs were assessed for their secured credit card. If TD follows its normal process, it will

never refund any of the fees and, indeed, will assess additional annual fees on the anniversary dates of Plaintiffs' accounts. Also, Plaintiffs' credit scores have been harmed by TD's failure to shift them to an unsecured card.

77. The same harms have befallen all of the members of the Classes. All members were entitled to have TD consider them for graduation to an unsecured card after seven months, but TD does not do so. Each member has suffered the same losses as Ms. Campagna and Ms. DeVault, namely the loss of the use of their collateral funds, the loss of the annual fee refund (and assessment of additional annual fees for those who have reached their anniversary date), and a lower credit score and reduced access to credit.

78. Plaintiffs and the Classes have performed all, or substantially all, of the obligations imposed on them under the contracts, or those obligations have been waived by TD Bank. By definition, every member of the Classes has met the only contractual requirement for graduation to an unsecured line of credit.

79. Pursuant to TD Bank's Card Agreement:

Applicable federal law and the substantive laws of the State of Delaware (to the extent not preempted by federal law) without regard to principles of conflict of law or choice of law shall govern this Agreement.

Card Agreement, p. 1 ("Governing Law").

80. Additionally, the section of the Card Agreement where the language about graduating to an unsecured credit card is found (Section 3 – Collateral Account and Security Agreement) states:

This Security Agreement and our security interest and rights pledged hereunder will be governed by the laws of the State of Delaware. We may, in our sole discretion, assign our rights and obligations under this Security Agreement.

Card Agreement, p. 2 ("Applicable Law; Assignment"). Thus, it is clear that the elements of breach of contract are identical for all members of the Classes.

81. Delaware law also imposes upon each party to a contract the duty of good faith and fair dealing. Good faith and fair dealing, in connection with executing contracts and discharging performance according to their terms, means preserving the spirit – not merely the letter – of the bargain. Put differently, the parties to a contract are mutually obligated to comply with the substance of their contract in addition to its form. Evading the spirit of the bargain and abusing the power to specify terms constitute violations of good faith and fair dealing in the performance of contracts.

82. Subterfuge and evasion violate the obligation of good faith in performance even when an actor believes his conduct to be justified. A lack of good faith may be overt or may consist of inaction, and fair dealing may require more than honesty.

83. By acting in a discretionary manner that is inconsistent with the terms laid out in the Card Agreement, TD Bank has violated the spirit of the contract and thus breached the covenant of good faith and fair dealing. Even if TD Bank believed that it had given itself contractual discretion to refuse to graduate cardholders from a secured credit card to an unsecured credit card, such discretion is constrained by good faith and fair dealing under Delaware law. It simply was not acceptable for TD to lure customers away from other, better credit card options by promising that they could graduate to unsecured status after seven months when this was never TD Bank's actual practice. Indeed, TD Bank has conceded in writing and via its staff that it does not honor this promise.

84. Plaintiffs and the Classes have performed all, or substantially all, of the obligations imposed on them under the contract. There is no excuse or defense for TD Bank's conduct under Delaware law.

85. Plaintiffs and members of the Classes sustained damages as a result of TD Bank's breaches of the covenant of good faith and fair dealing. As such, all elements for a successful

claim under Delaware law have been satisfied.

86. Whether viewed as a direct breach of the TD Bank Card Agreement – which makes a promise that TD plainly does not keep – or as a violation of good faith and fair dealing, TD Bank should be forced to make Plaintiffs and the Classes whole.

COUNT TWO

Violation of Delaware’s Consumer Fraud Act, 6 Del. C. §§ 2511-27

87. Plaintiffs reallege and incorporate by reference all the foregoing allegations as if they were fully set forth herein.

88. According to the Card Agreement, the substantive laws of the State of Delaware, which includes the Delaware Consumer Fraud Act, 6 Del. C. §§ 2511, *et seq.*, apply to this dispute.

89. Defendant TD Bank is a “person” as defined by 6 Del. C. § 2511(7).

90. Secured TD Bank credit cards are “merchandise” within the meaning of 6 Del. C. § 2511(6).

91. The promotional page on TD Bank’s website that disseminates information regarding the Bank’s secured credit cards and specifically incorporates the terms of the Card Agreement therein is an “advertisement” within the meaning of 6 Del. C. § 2511(1).

92. Delaware’s Consumer Fraud Act provides in relevant part that:

The act, use or employment by any person of any deception, fraud, false pretense, false promise, misrepresentation, or the concealment, suppression, or omission of any material fact with intent that others rely upon such concealment, suppression or in connection with the sale, lease or advertisement of any merchandise, whether or not any person has in fact been misled, deceived or damaged thereby, is an unlawful practice.

6 Del. C. § 2513.

93. TD Bank violated the Delaware Consumer Fraud Act’s proscription against the act, use, or employment of any deception, fraud, false pretense, false promise, misrepresentation, or the concealment, suppression, or omission of any material fact by: (a) affirmatively

misrepresenting at all times to Plaintiffs and Class members that they could graduate from a secured credit card to an unsecured credit card following seven months of use without committing an act of default when, in fact, TD Bank has not honored that seven-month promise, but instead imposed a much longer graduation period of two-years, and/or (b) concealing from Plaintiffs and all Class members that it would not honor the seven-month promise.

94. TD Bank intended that Plaintiffs and members of the Classes would rely upon its assurances regarding graduating to an unsecured credit card when applying for a secured credit card.

95. TD Bank's affirmative misrepresentations occurred "in the conduct of any trade or commerce in part or wholly within this State" under the Delaware Consumer Fraud Act as: (1) at least of the some deceiving conduct that violates 6 Del. C. § 2513 originated, arose, was directed, and emanated from Delaware, and/or (2) the presence of TD Bank in Delaware is sufficient grounds for the Delaware Consumer Fraud Act to apply.

96. As a direct and proximate result of TD Bank's misconduct, Plaintiffs and the Class members have been damaged in an amount to be proven at trial.

97. In addition to compensatory damages, Plaintiffs and the Classes are entitled to punitive damages because TD Bank's conduct was fraudulent, gross, oppressive, and/or reckless. Plaintiffs and the Classes are further entitled to reimbursement of all of their legal fees and expenses.

COUNT THREE

**New York General Business Law, N.Y. Gen. Bus. Law § 349, *et seq.*
(On Behalf of the New York Subclass)**

98. Plaintiffs reallege and incorporate by reference all the foregoing allegations as if they were fully set forth herein.

99. New York General Business Law § 349 (“Section 349”) allows “any person who has been injured by reason of any violation of this section [to] bring an action in [their] own name . . . to recover [their] actual damages or fifty dollars, whichever is greater, or both such actions.” As a New York citizen, Ms. Campagna is permitted to bring a claim under Section 349.

100. TD Bank’s refusal to graduate card holders from a secured TD Bank credit card to an unsecured TD Bank credit card violates Section 349.

101. Section 349 prohibits deceptive acts or practices in the conduct of any business, trade, or commerce, or in the furnishing of any service in the state of New York. A bait-and-switch scheme such as that described above is a textbook violation of Section 349.

102. As one of the largest banks in the United States with multiple branch locations in New York, Defendant conducted business, trade, or commerce in New York State.

103. In the conduct of its business, trade, and commerce, and in furnishing services in New York State, Defendant’s actions were directed at consumers.

104. In the conduct of its business, trade, and commerce, and in furnishing services in New York State, Defendant engaged in deceptive, unfair, and unlawful trade acts or practices, in violation of Section 349(a), including but not limited to the following:

a. Defendant misrepresented material facts pertaining to the when a card holder would graduate from a secured credit card to an unsecured credit card to the New York Subclass by representing in the Card Agreement that it would only take seven billing cycles to graduate when,

in fact, it is TD Bank's practice not to graduate a card holder until they have exceeded 24 billing cycles; and

b. Defendant omitted, suppressed, and concealed the material fact that it takes two years rather than seven months to graduate from a secured credit card to an unsecured credit card.

105. Defendant systematically engaged in this deceptive, misleading, and unlawful act and practice to the detriment of Ms. Campagna and members of the New York Subclass.

106. Defendant willfully engaged in such acts and practices and knew that it violated Section 349 or showed reckless disregard for whether it violated Section 349.

107. As a direct and proximate result of Defendant's deceptive trade practices, New York Subclass members suffered injury and/or damages, including the loss of the use of the monetary collateral the card holder provided TD Bank when it opened the secured credit card and the loss of all or part of the annual fees they paid to TD Bank.

108. These unfair and deceptive practices and acts by TD Bank were immoral, unethical, oppressive, and unscrupulous. These acts caused substantial injury to consumers that these consumers could not reasonably avoid; this substantial injury outweighed any benefits to consumers or to competition.

109. TD Bank's actions were negligent, knowing, and willful, and/or wanton and reckless with respect to the rights of members of the New York Subclass. Facts that have already come to light show that TD Bank has continued this practice for over five years. TD staffers have confirmed that customers regularly complain about the bait-and-switch techniques used by TD to get them to sign up. TD's willfulness is further proven by the fact that a portion of the TD Bank website – a portion that potential secured card applicants would never have reason to look at – concedes that it does not honor its contractual seven-month promise.

110. Had Ms. Campagna and the members of the New York Subclass known they would not be able to graduate from a secured credit card to an unsecured credit card until two years passed rather than seven months, they would have made different decisions with respect to their enrollment in the TD secured credit card program.

111. As a result of TD Bank's violations of Section 349, Ms. Campagna and members of the New York Subclass have the lost the use of the monetary collateral they provided TD Bank when they opened the secured credit card. They have also paid an annual fee to TD Bank that they otherwise would not have paid and/or they have not been paid a pro-rated refund as promised. They have also suffered damage to their credit which increases their expense of borrowing and reduces their access to credit. Accordingly, they have suffered and will continue to suffer actual damages.

112. Accordingly, Ms. Campagna and New York Subclass members are entitled to relief under Section 349(h), including, but not limited to, actual damages, treble damages, statutory damages, and/or attorney's fees and costs.

COUNT FOUR

Violations of the New Jersey Consumer Fraud Act (On behalf of the New Jersey Subclass)

113. Plaintiffs reallege and incorporate by reference all the foregoing allegations as if they were fully set forth herein.

114. TD Bank engages in unfair business practices relating to its administration of its secured credit card program, in violation of the New Jersey Consumer Fraud Act, N.J.S.A. § 56:8-2, *et seq.* Ms. DeVault is a New Jersey citizen.

115. TD Bank is a "person" as defined by § 56:8-1(d).

116. TD Bank's secured credit cards constitute "merchandise" as defined by § 56:8-1(c).

117. TD Bank's practices relating to the its secured credit card program are unlawful and constitute an "unconscionable commercial practice, deception, fraud . . . [and] misrepresentation, or the knowing, concealment, suppression, or omission of material facts" in connection with their services as defined by § 56:8-2.

118. Under the New Jersey Consumer Fraud Act, such conduct done in connection with the sale or advertisement of its secured credit cards is unlawful whether or not any person has in fact been misled, deceived or damaged thereby.

119. As alleged herein, Ms. DeVault, on behalf of herself and the New Jersey Subclass performed their requisite obligations under the secured credit card program.

120. As redress for TD Bank's repeated and ongoing violations of the New Jersey Consumer Fraud Act, Plaintiffs and the Class are entitled to damages and declaratory relief pursuant to §§ 56:8-2.12 and 56:8-159.

121. Further, pursuant to § 56:8-19, Plaintiffs are entitled to court costs and reasonable and necessary attorneys' fees in connection with this action.

WHEREFORE, Plaintiffs Natalie Campagna and Gloria DeVault, on behalf of themselves and the proposed Classes, request that this Court:

- (a) Certify this case as a class action pursuant to Federal Rule 23;
- (b) Find for Plaintiffs as to all claims set forth herein;
- (c) Award Plaintiffs and the Classes actual, incidental, and consequential damages in an amount to be proven at trial, including any and all compensatory damages, punitive damages, restitution, any applicable penalties and interest, authorized attorneys' fees, interest, and costs, and any further relief as the Court deems just, equitable, and proper;
- (d) Award all reasonable costs and attorneys' fees incurred by Plaintiffs;

- (e) Award Plaintiffs and the National Class damages, including punitive damages, and attorneys' fees and expenses pursuant to Delaware's Consumer Fraud Act;
- (f) Award Ms. Campagna and the New York Subclass damages, including treble damages, and attorneys' fees pursuant to New York General Business Law § 349;
- (g) Award Ms. DeVault and the New Jersey Subclass damages, including costs and attorneys' fees pursuant to New Jersey Consumer Fraud Act;
- (h) Hold a trial by jury on all matters; and
- (i) For such other and further relief as the Court may deem just and equitable.

DATED this 8th day December, 2020.

Respectfully submitted,

BY: **GOLOMB & HONIK, P.C.**

/s/ Kenneth J. Grunfeld

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**Pro Hac Vice* application forthcoming

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EXHIBIT 1



Personal Credit Card Agreement TD Cash Secured

1. INTRODUCTION. Your TD Bank VISA® Card account (“*Credit Card Account*”) is subject to this Personal Credit Card Agreement, including the Interest Rate and Fee Schedule we send with your credit card(s) (“*Card*”) when we open a Credit Card Account for you. This Personal Credit Card Agreement, the Interest Rate and Fee Schedule and the application or solicitation you submitted for this Credit Card Account are all a part of and collectively referred to as the “*Agreement*.” Please read and keep this Agreement for your records.

You, your, and yours mean each person who applied for the Credit Card Account and the person to whom we direct billing statements (“*Statements*”). *We, us, our* and *TD Bank* mean TD Bank, N.A., a national bank with its main office located in Delaware, and its successors and assigns.

A. Credit Card Account Use and Acceptance. By accepting your Card and using or maintaining your Credit Card Account, or letting someone else use your Card or your Credit Card Account, you agree to all of the terms of this Agreement. You acknowledge that you received a copy of this Agreement. Your signature on your application, solicitation, back of the credit card or Collateral Account Deposit Agreement for this Credit Card Account, including without limitation any electronic signature or oral acceptance of a telephone offer or in store application, your Card or any Credit Card Account-related document represents your signature on this Agreement.

You agree that you will not use your Card or Credit Card Account for any fraudulent or illegal purposes. Such transactions include, but are not limited to, illegal gambling transactions. We reserve the right to block all such transactions. If any such charge or transaction is approved and processed, you will still be liable for the charge.

B. Promise to Pay. You promise to pay us for all purchases, balance transfers and cash advances resulting from the use of your Card or Credit Card Account, plus interest charges and all other fees and charges owed under this Agreement.

2. GOVERNING LAW. Applicable federal law and the substantive laws of the State of Delaware (to the extent not preempted by federal law) without regard to principles of conflicts of law or choice of law shall govern this Agreement. To the extent any court determines that this Agreement is subject to Maryland law concerning credit, you and TD Bank agree that your Credit Card Account is governed by Title 12, Subtitle 9 of the Commercial Law Article of the Annotated Code of Maryland, except as preempted by federal law.

3. COLLATERAL ACCOUNT AND SECURITY AGREEMENT

A. Collateral Account. You understand and agree that you established and will maintain an individual TD Bank savings account (the “*Collateral Account*”) in your name to secure repayment of your Credit Card Account. You deposited and will maintain an amount that equals your Credit Card Account credit limit in the Collateral Account. The Collateral Account serves as the security deposit funds for your Credit Card Account. You have up to fifteen (15) business days from conditional approval to deposit the funds into your collateral account. The initial deposit, up to your approved credit limit, will equal your new credit card limit. Depositing funds greater than your approval amount will not increase your credit limit and you may not have access to those funds once the Collateral Account is locked. The total amounts deposited and maintained in the Collateral Account at any time and any interest earned thereon shall be referred to as the “*Funds*”. You agree to sign all applications and documents that we may request from time to time that show that you have granted and assigned to us the security interest in the Collateral Account.

B. Security Agreement. As of the date you established the Collateral Account and provided the Funds, you agree as follows (terms not defined in this section 3.B. (the “*Security Agreement*”) have the same meaning that such terms have in the remainder of this Agreement):

1. Collateral. You understand and agree that you have provided Funds to serve as security for your Credit Card Account. All Funds will be held in the Collateral Account. If the Collateral Account is amended, extended, renewed or closed and replaced for any reason, the resulting Collateral Account will be deemed the Collateral Account for purposes of this Security Agreement. You may not use any portion of the Collateral Account to secure other loans.

2. No Withdrawals. You agree not to make withdrawals from the Collateral Account while the Funds are used as collateral to secure the obligations to us that you incur in connection with your Credit Card Account.

3. Pledge and Grant of Security Interest. Your obligations to us under the Agreement and this Security Agreement and any expenses that we incur in enforcing your obligations under the Agreement and this Security Agreement, where permitted by applicable law, are collectively referred to as “*Obligations*.” You hereby pledge and grant to us a security interest in the Funds for the purpose of securing your Obligations. You irrevocably and unconditionally relinquish all possession and control over and pledge and assign as security to us all of your right, title and interest in and to any and all Funds. You agree to take any actions we request to perfect or protect the first lien position of our security interest in the Funds.

* VISA is a registered trademark and service mark of VISA International Service Association, and is used by TD Bank, N.A. pursuant to a license from VISA U.S.A. Inc.

4. Legal Proceedings. You represent that there are no current lawsuits or bankruptcy proceedings that might affect our interest in the Funds. You have not and will not attempt to transfer any interest in the Funds to any person other than us.

5. Our Actions. We will maintain records to account for the Funds. We may pay interest on the Funds if the Collateral Account established is an interest-bearing account. Such interest will be added to the Collateral Account and will constitute proceeds securing your Obligations.

6. Default. You will be in default under this Security Agreement if you are in default in any respect as defined in the Agreement, including failing to pay your Obligations at any time when due. Upon any such default, you hereby authorize us to withdraw Funds from the Collateral Account and to apply such amounts to your Obligations without additional notice or demand for payment. The foregoing rights will be in addition to all other rights we have under the law or the Agreement.

7. Application of Funds to Your Credit Card Account. If you or we close your Credit Card Account, or if you are in default under the Agreement, we may apply the Funds towards any outstanding Obligations. You will not be considered to have made a payment on your Credit Card Account because we have applied funds from the Collateral Account to your Credit Card Account. If you have any outstanding Obligations after the Funds are applied, you will be responsible for the repayment of such amounts, and we may continue to report your Credit Card Account as delinquent.

8. Applicable Law; Assignment. This Security Agreement and our security interest and rights as pledged hereunder will be governed by the laws of the State of Delaware. We may, in our sole discretion, assign our rights and obligations under this Security Agreement.

9. Personal Deposit Account Agreement. You acknowledge that the provisions of the TD Bank Personal Deposit Account Agreement you received when you established the Collateral Account (the "*Deposit Account Agreement*") apply to the Collateral Account. If a provision of the Deposit Account Agreement conflicts with this Security Agreement, this Security Agreement will prevail.

C. Eligibility for an Unsecured Card. If you use and maintain a Credit Card Account for 7 consecutive Billing Cycles without committing an act of default pursuant to the Agreement you may be eligible to graduate to an unsecured TD Bank credit card automatically. This means that your savings account that secured the credit card will be released so you will have access to these funds. Upon graduation, a prorated refund of the annual fee will be given to you and it will appear on a subsequent monthly statement. Your credit limit and your APR will remain the same. Your account will automatically be reviewed once you meet the threshold eligibility requirements. If you are not graduated at your first review, your account will automatically be reviewed on an ongoing basis thereafter to determine if you have become eligible for an unsecured account. If you meet the requirements you will be notified of the impending automatic graduation. All other terms and conditions remain the same.

4. USING YOUR CREDIT CARD ACCOUNT

A. Credit Limit.

1. General. Your initial credit limit is shown in the Agreement disclosure materials we send with your Card when we open a Credit Card Account for you. Your current credit limit will be shown on each Statement. You also may telephone Customer Service at 1-888-561-8861 for your current credit limit. You agree to not go over your credit limit. We may permit you to go over your credit limit, but we are not required to do so. If your Credit Card Account goes over your credit limit, you agree to pay the overlimit amount when it is billed or sooner upon our request.

2. Limit for Cash Advances. We may set a credit limit for the total dollar amount of cash advances that may be outstanding from time to time that is lower than the overall credit limit for your Credit Card Account.

3. Changes to Credit Limit. In our discretion, at any time, we may change any credit limit that applies to your Credit Card Account. We will notify you if we change any credit limit.

B. Types of Transactions.

1. Purchases. You may use your Card to pay for the purchase or lease of goods or services wherever your Card is honored. If you use your Card to purchase or lease goods or services by telephone, mail or internet, you agree that your signature is not necessary as identification in such cases.

2. Cash Advances. You may use your Card or Credit Card Account to obtain cash advances wherever they are honored for cash advances.

a. Cash Advances obtained from a financial institution, an automated teller machine, or any other party that agrees to honor your Card or Credit Card Account for cash advance purposes, and all convenience checks posted to your account are considered Cash Advances. For example, your Card may be used to obtain cash advances at ATMs displaying the VISA logo and from participating financial institutions honoring VISA credit cards. Transactions to obtain the following goods and services will also be treated as a Cash Advance: travelers checks, foreign currency, money orders, wire transfers, cryptocurrency, debt repayments, lottery tickets, casino gaming chips, race track wagers, legal online wagers, or similar betting transactions, and any other similar cash-like transactions.

b. See the Interest Rate and Fee Schedule of this Agreement for Cash Advance fee details. The amount of the Cash Advance transaction fee will be added to your minimum monthly payment and is due by the payment due date indicated on your monthly billing statement.

c. You may be required to sign a special form and/or provide your personal identification number (PIN) when making a Cash Advance. Please select a PIN that is not easily identifiable and does not consist of one single number (for example, "1111") or consecutive numbers. PINs should also not be based on or include your birth date, zip code or Account number. Do not write your PIN on your Card and do not keep your PIN with or near your Card or any Access Device

3. Balance Transfers. We may allow you to transfer balances from other credit card accounts with third parties (but not us or our affiliates) to your Credit Card Account. We may limit the number and types of credit card accounts from which we will allow you to transfer balances and the times, amounts, manner and circumstances in which balance transfers may be requested. The minimum balance transfer amount is \$250 (plus the Balance Transfer Transaction Fee). See the Interest Rates and Fee Schedule on the card mailer for Balance Transfer fee details.

4. Access Devices. We may from time to time issue additional Credit Card Account access devices (“Access Devices”). Access Devices may include, for example, special checks you may use to obtain cash advances or oral offers or written forms by which you may request balance transfers. Each Access Device must be in the form we issue and must be used according to the instructions we give you. We may refuse to process Access Devices received after any applicable expiration date. We will not return paid Access Devices to you. Access Devices may not be used to pay any amount owed to us or our affiliates. We will not certify any Access Device. You may not post-date any Access Device. We may refuse to process a post-dated Access Device or process it before the date on the Access Device.

5. Foreign Transactions. If you use your Credit Card Account to make a purchase or cash advance in a foreign currency, the transaction will be converted to U.S. Dollars based on a rate selected by VISA U.S.A. Inc. (or any of its affiliates) from the range of rates available in wholesale currency markets for the applicable central processing date (which may vary from the rate VISA U.S.A. Inc. itself receives) or the government-mandated rate in effect for the applicable central processing date. The currency conversion rate used by VISA U.S.A. Inc. (or any of its affiliates) on the currency conversion date may differ from the exchange rate in effect on the day you made the transaction or on the day the transaction is posted to your Credit Card Account.

C. Stop Payment. If you want us to stop payment on an Access Device, notify Customer Service immediately at P.O. Box 84037, Columbus, GA 31908-4037, by first class mail, postage prepaid, or call us at 1-888-561-8861. If you call, you must confirm your request in writing within 14 days. A written stop payment request will remain in effect for six months unless renewed in writing. Call or write us with your stop payment request as soon as possible after you have submitted the Access Device and give us information about the Access Device to help us identify it.

If you ask us to stop payment, we will make reasonable efforts not to pay that Access Device. However, if we pay that Access Device despite these efforts, we will not be liable to you for paying that Access Device. We may not be able to stop payment if you call or write us after we have started processing the Access Device. A Stop Payment Fee may apply.

D. Refusal to Honor Your Card or Access Device. A merchant, business or financial institution may refuse to honor your Card or Access Device. You agree that you have no legal claims or damages against us or anyone else if your use of your Credit Card Account is denied by any merchant, business or financial institution.

E. Statements.

1. General. At the end of each monthly billing cycle (“Billing Cycle”), if there was activity on your Credit Card Account, we will send you a Statement showing what you owe (the “New Balance”) as of the end of the Billing Cycle. The Statement will show any interest charges you owe, the minimum payment due, the payment due date, your current credit limit, an itemized list of fees, charges, payments and credits posted to your Credit Card Account during the Billing Cycle and other important information. We will mail or deliver the Statement to the address we have on file for your Credit Card Account.

2. Change of Address. You must notify us promptly of any change in your address by contacting Customer Service at P.O. Box 84037, Columbus, GA 31908-4037, by first class mail, postage prepaid, or by calling us at 1-888-561-8861. We may accept mailing address corrections from the United States Postal Service. You may also update your address online via www.tdcardservices.com. Until we receive, process and verify your new address, we will continue to send Statements and other notices to the last address we have on file for your Account (which may be a correction from the United States Postal Service).

F. Credit Balance. We will make a good faith effort to return to you any credit balance that has been on your Credit Card Account longer than six consecutive Billing Cycles (or, in our discretion, for a shorter time period). You may also request a refund of a credit balance on your Credit Card Account at any time by sending your request to Customer Service at P.O. Box 84037, Columbus, GA 31908-4037, by first class mail, postage prepaid. We may reduce the amount of any credit balance on your Credit Card Account by applying the credit balance towards new fees and charges posted to your Credit Card Account. We do not pay any interest on credit balances.

G. Payments. You may at any time pay off the full unpaid balance under this Agreement.

1. Minimum Payment. If you have an outstanding balance, we must receive your minimum payment by no later than 5 p.m. Eastern Time on the payment due date. The minimum payment will be the greater of:

- (i) \$35, or
- (ii) One percent (1%) of the New Balance plus:
 - (a) The periodic interest charges for the Billing Cycle; plus
 - (b) The full amount of any transaction fees (such as Cash Advance, Balance Transfer and Foreign Transaction Fees) owed for the Billing Cycle; plus
 - (c) The full amount of any Annual Membership Fee, Late Payment or Returned Payment Fee or other applicable fees owed.

In addition, any past due minimum payment amounts will be added to your current minimum payment due.

If your New Balance is less than \$35, your minimum payment will equal your New Balance.

Credits, adjustments, refunds, prepayments and similar Credit Card Account transactions may not be used in place of payment of any portion of a required minimum payment. You may pay more than the minimum payment due (this is a prepayment) without any penalty. The sooner you pay the New Balance, the less you will pay in interest charges. A prepayment in one Billing Cycle will not excuse you from paying the minimum payment due in the next Billing Cycle.

2. Making Payments. Payments may be made by mail, online, at a TD Bank store or over the phone. All payments must be in U.S. dollars and, if applicable, drawn on a U.S. bank. *Business Day* is defined as Monday through Friday, excluding federal holidays.

a. By Mail. Send a check or money order to the payment address shown on your Statement with the payment stub from your Statement. Do not mail any cash payments. A properly addressed payment with the payment stub will be credited to your Credit Card Account as of the date received if we receive it by 5 p.m. Eastern Time on a Business Day. A properly addressed payment with the payment stub received after 5 p.m. Eastern Time or on a day that is not a Business Day will be credited to your Credit Card Account as of the next Business Day. You agree to not give us any post-dated check as payment on your Credit Card Account. If the payment due date falls on a day on which we do not receive or accept payments, the payment will not be treated as late if received the next Business Day.

b. Online. You may pay online by logging in to our website. A payment made online will be credited to your Credit Card Account as of the date received if we receive it by 5 p.m. Eastern Time on a Business Day. Online payments received after 5 p.m. Eastern Time or on a day that is not a Business Day will be credited to your Credit Card Account as of the next Business Day.

c. At TD Bank Stores. You may make a payment in person to one of our employees at a TD Bank store. A payment made at a TD Bank store will be credited to your Credit Card Account as of the date received if we receive it by the close of business for that location.

d. By Phone. You may pay by phone by calling 1-888-561-8861. A payment made by phone will be credited to your Credit Card Account as of the date received if we receive it by 5 p.m. Eastern Time on a Business Day. Phone payments received after 5 p.m. Eastern Time or on a day that is not a Business Day will be credited to your Credit Card Account as of the next Business Day.

e. Delay in Crediting and Available Credit. We may reject or delay crediting payments that do not follow the instructions above. For example, there may be a delay of up to five days in crediting a payment by mail if it is received at an address other than the address we specify for payments on your Statement or if it is received without the required payment stub. Your available credit limit(s) may not reflect the payment for up to 15 days after we have credited a payment to your Credit Card Account.

3. Application of Payments.

a. Generally. We will generally apply your minimum payment in the following order:

- (i) to Interest Charges and other fees;
- (ii) to transactions (purchases, balance transfers, cash advances) with the lowest Daily Periodic Rates and corresponding APRs;
- (iii) to transactions with the highest Daily Periodic Rates and corresponding APRs.

b. Application of Payments in Excess of Minimum Payment. We will generally apply your payments and credits in excess of the minimum payment in the following order:

- (i) to transactions (purchases, balance transfers, cash advances) with the highest Daily Periodic Rates and corresponding APRs;
- (ii) to transactions with the lowest Daily Periodic Rates and corresponding APRs.

4. Payments Marked "Paid in Full". Any check, money order or other instrument sent in payment on your Credit Card Account marked with "paid in full" or similar notation to settle a debt on your Credit Card Account that is reasonably in dispute (and any accompanying letter or other instructions) must be sent to: TD Bank, P.O. Box 100290, Columbia, SC 29202-3290, Attention: Customer Service. If such payment is sent to any other address, you agree that (i) we may ignore any special notations or instructions on or with the payment and (ii) our crediting any such payment to your Credit Card Account does not mean that we have agreed to any special notations or instructions on or with the payment.

5. Automatic Payments. We may allow you to repay amounts owed under this Agreement through automatic payments from a savings or checking account. We may terminate our permission to make automatic payments at any time. If we allow automatic payments, no automatic payment will occur unless the savings or checking account has sufficient collected funds in it on the Business Day before the payment due date to cover the full amount of the minimum payment due (or any larger monthly payment you and we may agree to from time to time). If an automatic payment does not occur for any reason, you still must pay the minimum payment and a Late Payment or Returned Payment Fee may apply.

If you have authorized us to pay your credit card bill automatically from your checking or savings account with us, you can stop the payment on any amount you think is wrong. To stop the payment, write to: TD Bank, P.O. Box 84037, Columbus, GA 31908-4037 or call 1-888-561-8861. To stop the payment, your letter or telephone call must reach us three Business Days before the automatic payment is scheduled to occur.

6. Electronic Check Conversion. When you send a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or (at our option) to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account on the same day we receive your payment, and you will not receive your check back from your financial institution. If we cannot process the electronic fund transfer, or if it is returned to us, you authorize us to reinstate the electronic fund transfer from your bank account. Alternatively, we may (at our option) present the original check, a substitute check, draft or similar negotiable instrument to obtain payment. If you have questions about electronic check conversion, you may telephone us at 1-888-561-8861.

H. Additional Cards. We may limit the total number of Cards and other Access Devices issued.

I. Lost or Stolen Cards, Credit Card Account Numbers or Access Devices. If any Card, Credit Card Account number or Access Device is lost or stolen, or if you think someone used or may use them without your permission, notify us **AT ONCE** by calling 1-888-561-8861. You agree that we may close your Credit Card Account to new transactions, change your Credit Card Account number and issue you a new Card(s) and new Access Devices with a different Credit Card Account number if we have been notified of the possible loss, theft or unauthorized use. If we do this, you must notify anyone you have authorized to submit and post charges to your Credit Card Account of your new Credit Card Account number. Do not use your Card, Credit Card Account number or Access Device after you notify us, even if your Card or other Access Device is later found or returned.

Under VISA U.S.A.'s "Zero Liability Policy" you may not be liable for the unauthorized use of your Credit Card Account or Card that results in a fraudulent transaction made over the VISA network. To be eligible, you must notify us immediately of any unauthorized use of your Credit Card Account or Card. We will provisionally credit you for losses from the unauthorized Card use within five Business Days of your notification to us of the loss. The VISA Zero Liability Policy does not apply to transactions made at an ATM or to any transactions made using your PIN that are not processed by VISA. We may impose greater liability, or withhold, delay, limit or rescind any provisional credit that we provide to you under the Zero Liability Policy, based on factors such as your gross negligence or fraud, your delay in reporting unauthorized use, our investigation and verification of your claim, your Credit Card Account standing and history and other factors. If you are not eligible for the VISA Zero Liability Policy or it otherwise does not apply, you may be liable for unauthorized use of your Credit Card Account, but not for more than \$50. You won't be liable for any unauthorized use of your Credit Card Account that occurs after you notify us of the loss, theft or possible unauthorized use of your Card, Credit Card Account number or Access Device. We may require you to provide certain information in writing to help us find out what happened. You also must identify for us any charges on your Statement that were not made by you or someone authorized by you and from which you received no benefit.

5. INTEREST CHARGES

A. Annual Percentage Rates. *Annual Percentage Rate* or *APR* means the annual rate of interest charged on Credit Card Account balances. The APRs and corresponding Daily Periodic Rates for your Credit Card Account are listed in the Interest Rate and Fee Schedule. To get the Daily Periodic Rate, we divide the APR by 365 and round at the seventh place after the decimal point. We may charge different Daily Periodic Rates and APRs on different Credit Card Account transactions (such as purchases, cash advances and balance transfers) or during special promotional periods.

B. Variable Rates. Your APRs are subject to change each Billing Cycle and are determined each Billing Cycle by adding the Margins listed in the Interest Rate and Fee Schedule to the Index. The Index is the Prime Rate (U.S.) published in the Money Rates section of The Wall Street Journal. Your APRs may increase if the Index increases. If any APR increases, the amount of interest charged and your minimum payment may increase. Your APR will be based on the Prime Rate in effect 45 days prior to the end of each billing cycle. When a range of rates has been published on the day we calculate the APR, the highest rate will be used. If this Index is no longer available we will select a new one. The maximum rate for any variable APR is the applicable Margin plus the Index.

C. Introductory or Promotional APR. We may offer you an introductory or promotional APR for specific Account transactions, such as balance transfers. Any introductory or promotional APR offer will be subject to the terms of the offer and this Agreement. Upon the expiration of an introductory or promotional APR, the rate will return to the rate for the specified type of transaction(s) as stated in this Agreement.

D. When Interest Charges Begin. Your due date is at least 25 days after the close of each Billing Cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each Billing Cycle. Interest charges as a result of the loss of a grace period will not be charged if those interest charges are based on any portion of a balance subject to the grace period that was repaid prior to the expiration of the grace period. We will begin charging interest on cash advances and balance transfers on the transaction date. There is no time period in which you may repay a cash advance or balance transfer and avoid imposition of an interest charge.

E. Balance Calculation Method (Average Daily Balance Method (Including Current Transactions)).

In any Billing Cycle in which you owe interest, we will charge interest on your balances of purchases, balance transfers and cash advances at the applicable Daily Periodic Rates. We calculate the interest charge on your Credit Card Account by applying the periodic rate to the "average daily balance" of your Credit Card Account. To get the "average daily balance", we take the beginning balance of your Credit Card Account each day, add any new transactions and fees and subtract any payments or credits. This gives us the daily balance. Then, we add up all the daily balances for the Billing Cycle and divide the total by the number of days in the Billing Cycle. This gives us the "average daily balance". We compound (charge interest on) unpaid interest charges and unpaid fees.

F. Minimum Interest Charge. If the total interest charges on your Credit Card Account for a Billing Cycle are greater than zero but less than \$1, the interest charge for that Billing Cycle will be \$1.

6. FEES. You agree to pay the fees described below whenever applicable.

A. Annual Membership Fee. If your Credit Card Account has an Annual Membership Fee, it will be billed each year, whether or not you use your Credit Card Account. The amount is listed in the Interest Rate and Fee Schedule. Your payment of the Annual Membership Fee does not affect our right to close your Credit Card Account or limit your right to make transactions on your Credit Card Account.

B. Cash Advance and Balance Transfer Transaction Fees.

1. Cash Advance and Balance Transfer Transaction Fees. We will charge a transaction fee on each cash advance and balance transfer you obtain in the amounts shown in the Interest Rate and Fee Schedule. Any applicable cash advance or balance transfer transaction fees will be added to your minimum payment amount which will be due on the payment due date specified on that statement.

2. Foreign Transaction Fee. If your Credit Card Account has a Foreign Transaction Fee, we may impose a fee equal to a certain percentage of the U.S. Dollar amount of a foreign transaction as shown in the Interest Rate and Fee Schedule. Foreign Transactions are subject to a transaction fee (see above) and the Foreign Transaction Fee charge will appear on your first monthly billing statement following the foreign transaction, and that applicable Foreign Transaction fee amount will be added to your minimum payment amount which will be due on the payment due date specified on that statement.

C. Penalty Fees.

1. Late Payment Fee. The first time we do not receive a required minimum payment when due, we may charge a Late Payment Fee of the minimum payment due or \$27, whichever is less. If over the next six Billing Cycles, the minimum payment is not received when due, we may charge a Late Payment Fee of the minimum payment due or \$37, whichever is less.

2. Returned Payment Fee. We may charge you this fee each time your financial institution for any reason rejects a payment you make to us, or if the payment cannot be processed. The first Returned Payment Fee will be equal to \$27 or your minimum payment due; whichever is less, even if your payment is eventually paid after a second presentment (if we elect to re-present the payment). If over the next six Billing Cycles you incur an additional Returned Payment fees (for any of the reasons stated above) the Returned Payment Fee may increase to \$37, or your minimum payment due, whichever is less.

D. Other Fees. We may also charge the following fees, subject to any restrictions of applicable law.

1. Copy Fees. We may charge you a fee of up to \$7 for each copy of a Statement or sales draft you request or up to \$5 for each copy of a payment check or written Access Device you request. However, we will not charge you for copies of documents that you request in connection with a billing error/inquiry you may assert against us under applicable law.

2. Emergency Replacement Card Fee. If you request a replacement Card on an expedited basis (for example, to replace a lost or stolen Card), we may charge you an Emergency Replacement Card Fee of up to \$25.

3. Stop Payment Fee. If you ask us to stop payment on an Access Device, we may charge you a Stop Payment Fee of \$39.

7. DEFAULT

A. Events of Default. Subject to restrictions of applicable law, you will be in default and we will not be obligated to honor any attempted use of your Credit Card Account (even if we do not give you advance notice) if any of the following events occurs:

- We do not receive any payment required by this Agreement when such payment is due.
- You exceed any credit limit.
- A levy is placed on the Collateral Account.
- You are unwilling or unable to pay what you owe under this Agreement, for any reason.
- You die, become insolvent, file for bankruptcy or otherwise become the subject of a bankruptcy petition or filing.
- You give us false or misleading information at any time in connection with your Credit Card Account.
- You send us more than one check or similar instrument that is returned to us unpaid or any automatic, electronic or other payment on your Credit Card Account cannot be processed or is returned unpaid, for any reason, within the last six Billing Cycles.
- You breach or otherwise fail to comply with any term or condition of this Agreement.
- We have reason to suspect that you may have engaged or participated in any unusual, suspicious, fraudulent or illegal activity on your Credit Card Account or any other account or loan you have with us or our affiliates.
- You do not give us any updating information about your finances, employment or any other information we may reasonably request, promptly after our request.

B. Our Rights After Default. In the event of default, we may close your Credit Card Account, require you to pay the unpaid balance in full or take any other action permitted by applicable law, including the application of funds in your Collateral Account to your outstanding Credit Card Account balance pursuant to this Agreement.

C. Collection Costs. If we refer any past due amounts you owe under this Agreement to a collection agency or lawyer for collection, you agree to pay us our reasonable costs of collection, including without limitation collection agency fees, court costs and attorneys' fees actually incurred by us, to the fullest extent permitted by applicable law.

8. CLOSING YOUR CREDIT CARD & COLLATERAL ACCOUNT

A. We May Close Your Credit Card Account. Except where prohibited by applicable law, we may close your Credit Card Account to new transactions at any time, for any reason including Account inactivity and/or lack of credit card usage for an extended period of time, and without prior notice.

B. We may Close Your Collateral Account. You may not close your Collateral Account while your Credit Card Account is open. If your Credit Card Account is closed for any reason, we will release the holds on any remaining funds and you may access those funds by coming into a store. At such time the account will no longer be a Collateral Account. If after your Credit Card Account is closed if you do not have any account activity in your Collateral Account, your account may be considered abandoned. See your Deposit Account Agreement for details.

C. You May Ask Us to Close Your Credit Card Account. You may ask us to close your Credit Card Account to new transactions at any time by notifying Customer Service in writing at P.O. Box 84037, Columbus, GA 31908-4037, by first class mail, postage prepaid, or contacting us at 1-888-561-8861. If you request to close your Credit Card Account by phone, we may require a written notice from you.

D. After Your Credit Card Account is Closed. After your Credit Card Account is closed, you still must pay us any unpaid amounts under this Agreement. We will not be liable to you for any consequences resulting from closing your Credit Card Account. You agree to cut, tear or otherwise deliberately damage all Cards and unused Access Devices in your possession or control to prevent unauthorized use by third

parties and, upon our request, return such Cards or Access Devices to us at P.O. Box 84037, Columbus, GA 31908-4037, by first class mail, postage prepaid.

9. CHANGING THIS AGREEMENT. We may change this Agreement, including (for example) changing the addresses and telephone numbers you should use to contact us, changing fees, adding new fees, changing the Daily Periodic Rates and corresponding APRs or increasing your required minimum payment. We may change this Agreement based on economic or market conditions, our business strategies or for any other reason (including reasons unrelated to you or your Credit Card Account). Any changes we make to this Agreement may apply to new transactions and/or then-existing balances as described in any notice we are required to provide to you. We will notify you of changes to this Agreement as required by applicable law. We will mail any required written notice to the address we have on file for your Credit Card Account.

10. INFORMATION SHARING

A. Credit Information. We may review your credit history by obtaining information from consumer reporting agencies and others. We may report information about your Credit Card Account to credit bureaus. Late payments, missed payments or other defaults on your Credit Card Account may be reflected in your credit report.

B. How to Dispute Reports Regarding Your Credit Card Account. If you think the information we furnished to consumer reporting agencies on your Credit Card Account is not accurate please write to us at: P.O. Box 84037, Columbus, GA 31908-4037. With your letter, please provide us with:

Your name, address and telephone number;

- The Credit Card Account number(s) for the Credit Card Account(s) you are disputing; A description of the specific information you are disputing and an explanation of the basis for your dispute; and
- Copies of documents that support your dispute. These could include (but are not limited to): a copy of your consumer report showing the information that you are disputing, your Statements, a court order or (if applicable) a copy of a police report or fraud or identity theft affidavit.

If you fail to provide us with the information listed above, we may be unable to investigate your dispute. We will notify you of the results of our investigation within 30 days of receiving your dispute. A delay may be experienced if the dispute is not mailed to the address above. We may take up to 45 days to investigate your dispute if, after providing us with your initial notice of dispute, you provide us with additional information that is relevant to our investigation. If our investigation finds that the information you are disputing was inaccurate, we will notify the consumer reporting agency of our determination and provide the consumer reporting agency with the information necessary to correct the inaccuracy.

We will have no duty to investigate disputes that are substantially similar to a prior dispute that we have responded to, or that relate to your identifying information (such as your name, date of birth, Social Security number, telephone number or address), inquiries appearing on your consumer report, information from public records (such as judgments, liens, or bankruptcies, unless these matters relate to your Credit Card Account(s) with us), information related to fraud or active duty alerts on your report, or information provided to the consumer reporting agency from someone other than us. We will also have no duty to investigate your dispute if we reasonably believe it was submitted or prepared by (or if you submitted it on a form provided by) a credit repair organization. If we determine that we will not investigate your dispute for one of these (or some other) reasons we will notify you of that determination within five Business Days.

C. Telephone Monitoring and Recording. You consent to and authorize us and any of our affiliates, agents and marketing associates to monitor and/or record any of your telephone conversations with any of our or their representatives for quality control, training and other lawful purposes.

D. Telephone Numbers.

When you give us your mobile phone number, we have your permission to contact you at that number about all of your TD Bank accounts. Your consent allows us to use text messaging, artificial or prerecorded voice messages and automatic dialing technology for informational and account service calls, but not for telemarketing or sales calls. It may include contact from companies working on our behalf to service your accounts. Message and data rates may apply. You may contact us anytime to change these preferences.

E. Credit Card Account Benefits. We may offer you certain third-party benefits and services with your Credit Card Account, as outlined in benefits brochures or other documents and internet web sites. For example, certain eligible purchases charged with a VISA® Platinum Card may be eligible for certain benefits or services through VISA U.S.A. Inc. (or its affiliates). Any benefits or services we make available through third parties (including without limitation VISA U.S.A. Inc.) are not a part of this Agreement but are subject to the terms and restrictions outlined in the applicable benefits brochures or other documents or internet web sites provided or made available to you from time to time. You agree that we may give information about you and your Credit Card Account to any third party reasonably needing the information to provide you with such benefits or services. You also agree that we or any third party providing any Credit Card Account-related benefits or services may change, add, or delete benefits or services at any time without notice.

11. MISCELLANEOUS

A. Certain Waivers. You waive the right of "presentment" and "notice of dishonor." "Presentment" means the right to require us to demand payment of amounts due under this Agreement. "Notice of dishonor" means the right to require us to give notice to other persons, that amounts due under this Agreement have not been paid. You also waive demand for payment, protest, notice of protest and all other notices and demands, to the fullest extent permitted by applicable law.

B. Assignment. We may assign your Credit Card Account and our rights under this Agreement to our affiliates or to some other financial institution or company without advance notice to you. That entity will take our place in this Agreement if we do this. You may not assign or transfer your Credit Card Account or any of your responsibilities under this Agreement to any other person.

C. Evidence. You agree that we may use a copy, microfilm, microfiche or digital image of any Statement or other document to prove what you owe us and that the copy, microfilm, microfiche or digital image will have the same validity as the original.

D. Captions and Interpretation. The captions used in this Agreement are for convenience only. They do not affect the meaning of the paragraphs in this Agreement. In this Agreement, use of the singular includes the plural and use of the plural includes the singular.

E. Severability. If any part of this Agreement is held to be invalid, the rest will remain in effect.

F. Delay in Enforcement/No Waiver. We may delay or waive enforcing any of our rights or remedies under this Agreement or under applicable law without losing any of those rights or remedies. Even if we do not enforce our rights or remedies at any one time, we may enforce them at a later time.

G. Entire Agreement. The Agreement is the entire agreement between you and us relating to your Credit Card Account. The Agreement replaces any other agreement relating to your Credit Card Account that you and we made earlier or at the same time. In the event of a conflict between this Personal Credit Card Agreement and any other document (including the other documents that are collectively called the Agreement), this Personal Credit Card Agreement will control unless otherwise expressly provided in the other document.

Your Billing Rights: Keep This Document For Future Use

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

What To Do If You Find a Mistake on Your Statement

If you think there is an error on your bill, write to us at:

TD Bank
P.O. Box 84037
Columbus, GA 31908-4037

In your letter, give us the following information:

- *Credit Card Account information:* Your name and Credit Card Account number.
- *Dollar amount:* The dollar amount of the suspected error.
- *Description of problem:* If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your bill.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors *in writing*. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.

2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your bill, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- *If we made a mistake:* You will not have to pay the amount in question or any interest or other fees related to that amount.
- *If we do not believe there was a mistake:* You will have to pay the amount in question, along with applicable interest and fees.

We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within *10 days* telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50.00 of the amount you question even if your bill is correct.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50.00. (**Note:** Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)

2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your Credit Card Account do not qualify.

3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us *in writing* at:

TD Bank
P.O. Box 84037

Columbus, GA 31908-4037

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

Active Duty Service Members and Dependents: The following important notice applies if you are an active duty service member or a dependent of one at the time you request an Account. Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: the costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account). If you would like more information regarding your account, please call us at 1-877-488-3712.

Interest Rate and Fee Schedule

The Interest Rate and Fee Schedule is incorporated into and made a part of your Personal Credit Card Agreement. Please read and keep this Schedule with your Agreement for your records.

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases:	24.49% , based on your creditworthiness. All APRs will vary with the market based on the Prime Rate.
APR for Balance Transfers:	24.49% , based on your creditworthiness. All APRs will vary with the market based on the Prime Rate.
APR for Cash Advances:	26.74% This APR will vary with the market based on the Prime Rate.
How to Avoid Paying Interest on Purchases:	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month.
Minimum Interest Charge:	If you are charged interest, the charge will be no less than \$1.00.
For Credit Card Tips from the Consumer Financial Protection Bureau:	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore.
Fees	
Annual Fee:	\$29
Transaction Fees: • Balance Transfers • Cash Advances • Foreign Transactions	Either \$5 or 3% of the amount of each transfer, whichever is greater. Either \$10 or 5% of the amount of each cash advance, whichever is greater. None
Penalty Fees: • Late Payment • Returned Payment	Up to \$37 Up to \$37

How We Will Calculate Your Balance: We use a method called "Average Daily Balance (including Current Transactions)." See your account agreement for more details.

Billing Rights: Information about your rights to dispute transactions and how to exercise those rights is provided in your account agreement.

Margins:
For Purchases, 19.74% will be added to the Index
For Balance Transfers, 19.74% will be added to the Index
For Cash Advances, 21.99% will be added to the Index

The corresponding DAILY PERIODIC RATES as of December 11, 2019 are:
For Purchases, 0.0670959%
For Balance Transfers, 0.0670959%
For Cash Advances, 0.0677808%

Index: Prime Rate as of December 11, 2019 is 4.75%

EXHIBIT 2



TD Cash Secured Credit Card



Build or repair your credit and earn Cash Back on everyday purchases. Use it like any credit card to make purchases and earn rewards

What you get

Rewards details:

- **Earn 3% Cash Back on dining purchases**
- **Earn 2% Cash Back** at grocery stores¹
- **Earn 1% Cash Back** on other eligible purchases*

*[Read terms and conditions](#) for important information about APRs, fees, eligible purchases, balance transfers and program details.

Apply at a TD Bank

Compare

What is a secured credit card?

A secured credit card is a credit card that requires a security deposit, which is held as collateral in a savings account. The deposit in the savings account "secures" the credit line for the card.

A secured credit card helps you build or rebuild your  credit, whether that means growing your credit history or improving your credit score by making on-time payments. Establishing good credit is an important step to reaching financial goals, like buying a car or house, or paying for higher education.

Plus, with the TD Cash Secured Card, you can earn Cash Back on purchases*, so you get the benefit of earning rewards while building credit.

How it works

Grow your credit history or improve your credit score while earning rewards like Cash Back.

- **Your savings account secures your credit card**
When you apply for the TD Cash Secured Card, you'll also open a TD Simple Savings account to hold your security deposit.² This means money in the savings account is held as collateral for the card
- **Your savings deposit is your credit line**
Once approved for the secured card, you'll open a TD Simple Savings account and have 15 days to deposit funds. These funds will be your credit line. So if you deposit \$300, the limit on your card will be \$300
- **Your savings account will be frozen, so don't overfund it**
Only deposit the amount you are approved for. If you are approved for \$300 and deposit \$700, your credit line will still be \$300

- **Once you fund your card, you'll receive it in the mail**



When your savings account is opened, funded and frozen, TD Bank will mail your new secured card to you. Activate it and start building your credit

- **Use it just like any credit card**
Make purchases and earn rewards, all with the same convenience and security of a TD Bank Credit Card. Then, pay your bill each month

- **The key is to pay your balance on time each month**
If you use and maintain the card and keep it in good standing, you may be eligible to graduate to an unsecured TD Bank Credit Card²

Find out how to build or repair your credit



Understanding your credit score & report

Learn about your credit score and what steps you can take to improve it

[Find out more](#)



Building a good credit score

Learn how to build  improve your credit

[Find out more](#)



Credit scores & reports interactive guide

Get information on your credit score, how it's calculated and how to protect it

[Find out more³](#)

Rates and fees for TD Cash Secured Credit Card

Rates and fees	What you pay
Credit Line	\$300–\$5,000
Annual Percentage Rate (APR) for Purchases	24.49% variable APR
APR for Balance Transfers	24.49% variable APR
Balance Transfer Fee	\$5 or 3% of transfer whichever amount is greater
Minimum Interest Charge	\$1

Rates and fees	 What you pay
APR for Cash Advances	26.74% variable APR
Cash Advance Fee	\$10 or 5% of advance whichever amount is greater
Annual Fee	\$29 annual fee*
Foreign Transaction Fee	\$0
Late Payment	Up to \$37

Need more information?

Take a look at our [terms and conditions](#) or the [Personal Credit Card Agreement for TD Cash Secured Credit Card](#).

Benefits with your TD Cash Secured Card



Digital Wallet

Add your TD cards to your mobile device to simplify your online, in-store and in-app purchases



Visa Zero Liability⁴

Enjoy Visa security on purchases, plus protection against unauthorized charges

Find out how



Find out more³



Instant credit card replacement

If your card is lost or stolen, get an immediate replacement at a TD Bank

Find a TD Bank



Contactless Payments

Learn more about the convenience and security of contactless payments

Find out more

Already have a TD Credit Card?

Manage your card, pay your bill, set up alerts, view and redeem rewards, check your credit score and more. [Get started](#)

Apply for a TD Cash Secured Card

In person

Visit a TD Bank near you to apply and open a TD Simple Savings account.



Find a TD Bank

⊖ Important Disclosures

[View the Personal Credit Card Agreement for TD Cash Secured.](#)

*[Read important terms and conditions](#) for details about s, fees, eligible purchases, balance transfers and program details.

¹Groceries purchased from superstores and/or warehouse clubs may only earn 1% Cash Back. Eligible purchases do not include purchases of any cash equivalents, money orders, and/or gift cards or reloading of gift cards.

²For details, read the [Personal Credit Card Agreement for TD Cash Secured](#), [important terms and conditions for TD Cash Secured](#), and [TD Simple Savings Account Guide](#).

³By clicking on this link you are leaving our website and entering a third-party website over which we have no control.

Neither TD Bank US Holding Company, nor its subsidiaries or affiliates, is responsible for the content of third party sites hyper-linked from this page, nor do they guarantee or endorse the information, recommendations, products or services offered on third party sites.

Third party sites may have different Privacy and Security policies than TD Bank US Holding Company. You should review the Privacy and Security policies of any third party website before you provide personal or confidential information.

⁴Visa's Zero Liability Policy does not apply to certain commercial card and anonymous prepaid card transactions or transactions not processed by Visa. Cardholders must take care in protecting their card and notify TD Bank immediately of any unauthorized use.

The Contactless Symbol and Contactless Indicator are trademarks owned by and used with permission of EMVCo, LLC

EXHIBIT 3



Personal

- Online Banking
- Mobile Banking
- Checking
- Savings and Money Market
- CDs
- IRAs
- Credit Cards**
- Debit Cards
- Prepaid Cards
- Mortgage
- Home Equity Loans & Lines
- Personal Loans
- Foreign Exchange Services
- Cross-Border Banking (U.S. & Canada)
- Private Client Banking & Lending
- Financial Tips and Tools
- Small Business
- Commercial

You May Be Eligible for a TD Unsecured Credit Card

If you currently have a TD Secured Credit Card account and are interested in an unsecured personal TD Credit Card, you may do so by completing an unsecured personal [credit card application](#).

Here's How It Works

If you have held a TD Secured Credit Card account in good standing for at least 24 consecutive billing cycles, you may apply for an unsecured personal TD Credit Card.

Simply [complete an application](#) for any of our current unsecured personal credit cards. Upon receipt of your application, we will review your TD Secured Credit Card account to ensure it has been open and in good standing for at least 24 consecutive billing cycles. We will then review your application in its entirety to determine your creditworthiness in accordance with our standard procedures for review of unsecured personal credit card applications, including, but not limited to, obtaining a credit report to determine your eligibility.

Our decision to approve or decline your application for an unsecured personal TD Credit Card will have no impact on your existing TD Secured Credit Card account. Your existing TD Secured Credit Card account will remain open and available for use, subject to the terms outlined in your TD Secured Credit Card Agreement, unless you request its closure*.

To Apply for a TD Unsecured Credit Card

You can [apply online](#), visit your [nearest TD Bank location](#) or simply call 1-888-561-0608.

*To close your TD Secured Credit Card account, please call 1-888-561-8861.

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

NATALIE CAMPAGNA and GLORIA DEVAULT, on behalf of themselves and all others similarly situated

(b) County of Residence of First Listed Plaintiff New York (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Golomb & Honik, P.C., 1835 Market Street, Ste 2900 Philadelphia, PA 19103; 215-985-9177

DEFENDANTS

TD BANK, N.A

County of Residence of First Listed Defendant Camden (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff
2 U.S. Government Defendant
3 Federal Question (U.S. Government Not a Party)
4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship and incorporation status. Includes options for Citizen of This State, Citizen of Another State, and Citizen or Subject of a Foreign Country.

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

Large table with categories: CONTRACT, REAL PROPERTY, CIVIL RIGHTS, TORTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Each category contains a list of codes and descriptions.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding
2 Removed from State Court
3 Remanded from Appellate Court
4 Reinstated or Reopened
5 Transferred from Another District (specify)
6 Multidistrict Litigation - Transfer
8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 28 U.S.C. § 1332(d)
Brief description of cause: Breach of Contract; Breach of state consumer protection laws

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ 5,000,000 CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE 12/08/2020 SIGNATURE OF ATTORNEY OF RECORD /s/ Kenneth J. Grunfeld

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

District of New Jersey

NATALIE CAMPAGNA and GLORIA DEVAULT, on behalf of themselves and all others similarly situated,

Plaintiff(s)

v.

TD BANK, N.A.,

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) TD BANK, N.A., 1701 Route 70 East Cherry Hill, New Jersey 08034

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are: Kenneth J. Grunfeld, Esquire Golomb & Honik, P.C. 1835 Market Street, Ste 2900 Philadelphia, PA 19103

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____ .

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____ , who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*:

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 _____ .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc: