



We will be changing the *Cardholder and Electronic Financial Services Terms and Conditions*

Effective April 24, 2023, we will be changing the *Cardholder and Electronic Financial Services Terms and Conditions* (CEFST). The CEFST sets out the terms and conditions for things like your TD Access Card, EasyWeb Online banking and the TD app.

We will be splitting the CEFST into two agreements: The *Digital Banking Agreement* and the *Access Agreement*. We did this to make your experience easier when you access features within EasyWeb Online banking and the TD app. We also made the agreements easier for you to understand.

There is no action needed from you to accept these changes. You can continue to use your TD Access Card, EasyWeb Online banking or the TD app as you normally do. You won't be charged any additional fees from these changes.

What's changing and what it means for you

- We combined the terms and conditions for EasyWeb Online banking, the TD app and some of its features into the *Digital Banking Agreement*. This means that fewer terms and conditions will be presented to you when you use EasyWeb Online banking or the TD app.
- We combined the terms and conditions about the TD Access Card, PIN and credentials into the *Access Agreement*.
- Both agreements are written in clear language and are laid out in an easy-to-use question-and-answer format to help make them easier to read.
- We also made some additions and updates to the terms and conditions. See below for more information on what's changing.

Summary of the updates

Digital Banking Agreement

The *Digital Banking Agreement* contains the terms and conditions for EasyWeb Online banking, the TD app and the TD MySpend app. We also added terms about:

- TD Mobile Deposit, which allows you to deposit eligible cheques conveniently from your mobile device using the TD app.
- TD For Me, which connects you with information we believe will be relevant for you. This could include general information, offers, events and more.
- TD MySpend, which allows you to receive real-time transaction notifications. It also helps you track your savings and your spending, set goals and more. You can download the TD MySpend app for extra capabilities.
- TD Clari, which is our automated virtual assistant that can help with FAQs and answer some questions about your accounts.
- Push Notifications, which are messages that pop up on your mobile device from the TD app. We only send these if you opt in.
- Privacy: Some of the privacy terms for digital banking have been consolidated to be easier to find and read. The terms themselves have not changed substantially. You may be reminded about them or asked to consent to additional terms from time to time when using digital banking.

We updated some of the terms and conditions. These include terms and conditions about:

- The *Interac*® verification service (formerly known as Verified.Me®)
- The *Interac* e-Transfer® service
- Why it's important to protect your credentials and devices
- How to protect your credentials and devices
- What you need to do if your credentials or devices are lost, stolen or compromised
- Your liability, and our liability, for losses or damages from the use of digital banking
- How to contact us with questions, concerns or if you suspect fraud

Access Agreement

We've combined the terms about your TD Access Card, PIN and credentials from the CEFST into the *Access Agreement* and updated some of the terms and conditions. These include:

- What they are and what you can do with them
- Why it's important to protect them and how to protect them
- What you need to do if they are lost, stolen or compromised
- Your liability, and our liability, for losses or damages from use of them
- How to contact us with questions or concerns, or if you suspect fraud

Want more information?

The *Digital Banking Agreement* and the *Access Agreement* are enclosed. Please read them carefully and keep them for future reference.

If you'd like to talk about the changes, please contact us. If you don't think they fit your needs, you can refuse them by contacting us by May 24, 2023. If you decide to refuse these changes, you won't be able to use EasyWeb Online banking, the TD app or your TD Access Card.

If you have questions, please call us at 1-866-222-3456, Monday to Sunday, 7 a.m. to midnight ET (for TTY, call 1-800-872-5758) or visit your local TD branch.

We want to thank you for being our customer. We look forward to continuing to serve you.

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Interac® e-Transfer is a registered trademark of Interac Corp. Used under license.

The Interac verification service, including the Interac verification service app, is provided by Interac Corp., through its wholly-owned subsidiary 2859824 Ontario Limited and any use of this service is subject to the terms and conditions and privacy policy for the service. Interac is a trademark of Interac Corp. Verified.Me is a trademark of SecureKey Technologies Inc. Used under license.



Cardholder and Electronic Financial Services Terms and Conditions

The Cardholder and Electronic Financial Services Terms and Conditions, as amended from time to time (this "Agreement") applies when you use your Card or access and use any Electronic Financial Service (as defined below). If you have a deposit account with TD, this Agreement is in addition to your Financial Services Agreement and Financial Services Terms, and is part of the terms and conditions of your deposit account. This Agreement is also in addition to, and does not replace, any other agreement you may have with us for any other product or service.

1. Definitions:

In this Agreement the following terms have the following meanings:

"Card" means the TD Access Card, TD Canada Trust Credit Card or any other card that is issued to you, your attorney or signed by you or your attorney. "Card" includes the Card number or a combination of numbers and/or letters that we may allow you to select as your username in place of a Card number to access and use an Electronic Financial Service, unless otherwise specified, but does not include Credentials.

"Card Not Present Transaction" means an Internet, mail order or telephone order transaction using the Card without the PIN.

"Credentials" means the combination of numbers and/or letters or other identifying criteria that you will be required to create as your username to access and use an Electronic Financial Service **if you have not been issued a TD Access Card.**

"CVV2" means the three-digit security code on the back of the Card, where applicable.

"Electronic Financial Services" are services provided by us that allow you to access and conduct transactions on your TD account, by using your Card, PIN, and/or your Credentials in any of the following ways:

- **Transactions conducted at ATMs:** Using your Card at a Green Machine® ATM or at an *Interac*, *Visa* or *PLUS*®¹ network ATM;
- **Conducting debit transactions at merchants using a point-of-sale (POS) terminal:** Using your Card to complete a debit transaction at a POS terminal such as *Interac*, *Visa*, *Interlink*® and NYCE® network terminals (which includes using the Card for an *Interac Flash*® payment);
- **Telephone Banking:** Conducting transactions using EasyLine telephone banking service, which includes instructions given verbally or through the use of an interactive voice (IVR) system;
- **Our Online Banking Service and Online Brokerage Service:** Conducting transactions through our EasyWeb Internet banking service or our WebBroker online brokerage service;
- **Using the Card without the PIN (Card Not Present Transaction):** Through an Internet, mail order or telephone transaction using the Card without the PIN;
- **Mobile Banking:** By using our mobile banking services;
- **All other electronic financial services:** Using any of our other electronic financial services which we may offer to you to use with your Card, PIN and/or your Credentials.

"PIN" means your Personal Identification Number, EasyLine PhoneCode®, EasyWeb password or anything else that you use to access an Electronic Financial Service with or instead of your Card or Credentials, including biometrics or answers to security questions.

"Passcode Lock" means the passcode lock or password that you create to access any device that you use to access an Electronic Financial Service, including without limitation a computer, mobile device or tablet.

"TD", "we" or "us" means The Toronto-Dominion Bank and its affiliates.

2. Use of your Card, PIN & Credentials:

You may not use the Card before the valid from date or after the expiry date shown on it. You may be required to activate your Card before it can be used. We may issue a renewal Card when your current Card expires or replace it with a different card type if your Card is discontinued for any reason.

The Card, PIN and your Credentials are used to identify you and to access an Electronic Financial Service. You authorize us to accept and you agree to be responsible for, any verbal or electronic instructions given by you through an Electronic Financial Service to the same extent as if you had given signed, written instructions to us.

You may use your Card without the PIN for *Interac Flash* and Card Not Present Transactions at participating merchants. For those transactions, you will have the same rights and responsibilities as if you had used your Card and PIN.

Transactions are posted to and funds debited from your account on the date the transaction is authorized by us. If there is a difference between the original authorized amount and the final settled amount of the transaction, your account may be credited with the original authorized amount and subsequently debited for the final settled amount of the transaction.

You may be required to register for and use the *Verified by Visa* program in order to access or use the Card for Card Not Present Transactions with participating merchants. Access to or use of the *Verified by Visa* program is governed by the *Verified by Visa* Cardholder Terms and Conditions.

3. Use of Electronic Financial Services:

Use of your Card or any Electronic Financial Service means that you agree to the terms of this Agreement. You will use Electronic Financial Services in accordance with the terms in this Agreement, or as we may otherwise communicate to you from time to time. You will not use Electronic Financial Services for illegal, fraudulent or defamatory purposes or take any steps which could undermine the security or integrity of any Electronic Financial Service, or cause harm to or threaten to harm any other user of Electronic Financial Services.

4. Selection of your PIN or creation of your Credentials:

(a) **Customer Selected PIN:** You may select a PIN for use at ATMs or POS terminals at any TD Canada Trust branch when your Card is issued, or at any other time. PIN length is determined by current market standard. When travelling outside Canada, you may wish to select a 4-digit PIN, as some foreign ATMs do not accept anything other than 4 digits.

You will be issued a temporary PIN for some Electronic Financial Services when the service is set up for you. You will be prompted to change this PIN when you first use the service.

(b) **PIN Mailer:** A system-generated PIN for ATM or POS terminal use may be provided by us to you. This PIN is generated in a secure environment and printed on a tamper-proof form so that when you open it, you will be the only person to have knowledge of this PIN. If we send you a PIN, you will destroy the document on which it is printed.

(c) **Credentials:** If you have not been issued a TD Access Card, you will be required to create Credentials and a PIN using our EasyWeb Internet Banking service in order to access and use certain Electronic Financial Services.

5. Security and Confidentiality:

You are responsible for the care and control of your Card, PIN, Credentials, and Passcode Locks. You are also responsible for the care and control of any device that you use to access an Electronic Financial Service including any computer, mobile device or tablet.

You must keep your Card, PIN, Credentials and Passcode Locks confidential and take every reasonable precaution to maintain them safely. This includes:

- Keeping possession of your Card;
- Keeping your PIN and Passcode Locks separate from your Card and Credentials. If you must write down your PIN or Passcode Locks, you will not record it on, or in proximity to, your Card or Credentials;
- Avoiding PIN or Passcode Lock combinations or the creation of Credentials that may be easily determined by others such as your name, birthday, phone number, address, Social Insurance Number, etc.;
- Not disclosing your PIN, Passcode Locks or Credentials voluntarily to anyone else at any time, including to a family member, friend, financial institution employee or law enforcement agency;
- Taking all reasonable precautions to ensure that no one finds out your PIN, Passcode Locks or Credentials while keying it in or logging into an Electronic Financial Service.

6. Lost or Stolen Card, PIN or Credentials:

You will notify us immediately if:

- Your Card is lost or stolen, or you suspect it is lost or stolen, or someone has used it other than yourself.
- Your PIN, Card number or Credentials have become or you suspect have become known to someone else.
- A computer, mobile device, tablet or other device that you use to access an Electronic Financial Service is, or you suspect is, lost or stolen, or has been compromised or misused.
- You suspect or become aware of any unauthorized activity, fraud, failure, misuse, malfunction, or error related to your Card, PIN, Credentials or an Electronic Financial Service.

You may notify us by visiting the nearest branch or calling EasyLine telephone banking at one of the telephone numbers provided in Section 13.

You will not be liable for any TD account losses resulting from the loss or theft of your Card or misuse of your PIN or Credentials that occur after the time you tell us about the loss, theft or misuse.

7. Your Liability for Transactions:

You are liable for the full amount of all transactions on your account, authorized by you. You authorize transactions by:

- a) Using your Card, PIN or Credentials to access an Electronic Financial Service;
- b) Providing your Card, Card expiry date and/or CVV2 to a merchant or other third party to complete a Card Not Present Transaction;
- c) Using your Card for an *Interac* Flash transaction at a participating merchant; or
- d) Authorizing anyone else to do a), b) or c) above.

You are also liable if:

- You make any entry error or worthless or fraudulent deposit through an Electronic Financial Service;
- You fail to notify us as soon as you suspect or become aware that your Card, PIN or Credentials may have become known to someone else or your Card, PIN or Credentials have been lost, stolen or misused;
- You voluntarily allow another person to use your computer, mobile device, tablet or other device that you use to access an Electronic Financial Service; or
- You fail to notify us as soon as you suspect or become aware that your computer, mobile device, tablet or other device that you use to access an Electronic Financial Service has been lost, stolen or misused.

Your liability may exceed your account's credit balance or available funds if:

- The account is a credit card account or a Line of Credit account, has overdraft protection, or is linked with another account having some or all of these features. In these cases, you will be liable for the amount borrowed, plus interest and/or service charges;
- The transaction is completed on the basis of an entry error or a fraudulent or worthless deposit made through an Electronic Financial Service. Your liability will include (but not be limited to) the amount of the fraudulent or worthless deposit.

We will not hold you liable for TD account losses resulting from transactions completed through an Electronic Financial Service, where it can be shown that you have been a victim of fraud, theft or have been coerced by trickery, force or intimidation provided you report the unauthorized incident to us promptly, cooperate fully in any subsequent investigation and have not contributed to the occurrence of such transaction.

8. Our Liability:

We are not liable for any losses or damages incurred by you except as set out in Section 11 and in this section below.

We are liable for TD account losses resulting from:

- Unauthorized transactions conducted through an Electronic Financial Service after you have notified us that your Card, PIN or Credentials may have become known to someone else or your Card, PIN or Credentials have been lost, stolen or misused;
- Transactions completed through Cards that are forged, faulty, expired or cancelled;
- Fraudulent or negligent conduct in the provision of an Electronic Financial Service by our employees or agents, companies involved in related networking arrangements, or merchants who are linked to the electronic funds transfer system or their employees or agents; or
- Any failure, error, malfunction or technical problem of our system or equipment in connection with the delivery of an Electronic Financial Service.

9. Accounts and Electronic Financial Services:

You may choose, where applicable, which Electronic Financial Services you wish to access through your Card or your Credentials. You acknowledge that you may designate accounts you wish to link to your Card for access at ATMs, POS terminals, Card Not Present Transactions, *Interac* Flash, or through the EasyLine telephone banking service IVR system. Card Not Present Transactions will be processed through the account that has been lodged to the 'chequing' field on the Card.

You further acknowledge that you may have access to all of your accounts by speaking to an EasyLine telephone banking specialist, by logging on to EasyWeb Internet banking service, or by visiting a branch.

Where your account has overdraft protection, is a Line of Credit account, a credit card account, or is linked with another account having some or all of these features, you will have access to these features and the balances in those accounts through Electronic Financial Services.

10. Limits:

We may set limits for your use of Electronic Financial Services and may change these at any time, with or without notice to you. Your daily and weekly ATM, POS, Card Not Present Transactions, your Spend limit and Cumulative spend limit for *Interac* Flash and deposit hold limits are set out in the document that accompanied the Card issued to you. We reserve the right, at our discretion, to exceed these limits to complete previously authorized transactions. It is your responsibility to check your limits from time to time through your branch or EasyLine.

When your Card is issued, when a replacement Card is provided or at any other time, you may request lower limits where those limits do not correspond to your daily or weekly usage expectations and present a level of unwanted risk for you.

11. Verified.Me:

The Verified.Me™ service is a third party digital identity service provided by SecureKey Technologies Inc. (or its successors or assigns) ("SecureKey"). For clarity, the Verified.Me service is not an Electronic Financial Service. Using the Verified.Me service, users can share their personal information held by participating organizations, such as Canadian financial institutions, with participating third parties that users want to transact with.

Registering to use the Verified.Me service and creating a Verified.Me account requires users to select a participating financial institution with which they have an active online or mobile banking relationship. Each time a user accesses the Verified.Me service, they will authenticate using their online or mobile banking credentials with the selected financial institution. If you are a TD personal banking customer, then you may select TD and register for and access the Verified.Me service using the Card, Credentials and/or PIN that you use to access EasyWeb or the TD app.

For more information about Verified.Me, please visit <https://verified.me/>.

You acknowledge that, unless you instruct us to disable the use of your Credentials, Card and PIN for the Verified.Me service, in accordance with the paragraph below, your Card or Credentials and PIN may be used to register for and access the Verified.Me service.

If you wish to disable the use of your Credentials, Card and PIN for the Verified.Me service, please contact EasyLine at 1-866-222-3456 or 416-983-5393 (Collect).

You understand that your failure to properly protect your Card, PIN, Credentials, Passcode Locks or any device that you use to access an Electronic Financial Service, including any computer, mobile device or tablet (including taking all steps described in Sections 5 and 6 of this Agreement) could result in not only TD account losses but also unauthorized access to, or use of, the Verified.Me service causing losses to you at third parties participating in the Verified.Me service. You are liable for any such losses.

As a service provided by SecureKey, your use of the Verified.Me service is governed by the terms of the agreements between you and SecureKey. You agree that you will not bring any claim, suit, allegation or proceeding against us that relates to your use of, or inability to use, the Verified.Me service.

We are only liable for losses to you resulting from unauthorized access to the Verified.Me service if and to the extent caused by fraudulent or negligent conduct by TD.

12. Changes to Services:

We may add, remove or change any part or feature of any Electronic Financial Service without giving you notice. This Agreement applies to any Electronic Financial Service (or parts or features thereof) added or changed by us.

13. Resolving Disputes:

We are not responsible for any failure to supply, or lack of suitability or quality of, any goods or services purchased from, or provided by, merchants or others through an Electronic Financial Service. You will resolve the dispute directly with the merchant or others involved.

If you have a problem regarding a transaction completed through an Electronic Financial Service that is posted to your TD account, speak to your branch, call the EasyLine telephone banking service at 1-866-222-3456 for English, 1-800-895-4463 for French, or 1-800-361-1180 for TTY (Text Telephone) to place a trace on the transaction. After you report an unauthorized transaction, we will make

every attempt to resolve your issue within 10 business days. If required during investigation, you agree to provide a signed written statement, and if applicable, a signed written affidavit. This may result in a temporary suspension of the 10 day time limit, until the requested documentation is received.

If we later determine that a transaction was authorized by you, then we may reverse any amounts we reimbursed to you and you will be responsible for the transaction (including any interest and service charges if such reversal overdraws your account). If the problem is not resolved to your satisfaction, follow the process outlined in Section 31 "*If You Have A Complaint*".

14. Service Charges:

We will charge our current service charges for the Electronic Financial Services used by you. Our current fees are those in effect at the time you conduct a transaction. For our current fees, please see our *About our Accounts and Related Services* document and our *General List of Services and Fees* document available in our branches and at tdcanadatrust.com. You will pay the service charges of any other financial institution that are imposed as a result of any Electronic Financial Service that you may use. We may debit your account accessed through the Electronic Financial Service for any applicable service charges. If you don't have enough money in your account to cover the service charges, they may be charged to any other account you have with us, or your account may be overdrawn. Our service charges are subject to change from time to time.

15. Foreign Currency Transactions:

Purchases in a foreign currency if your TD Access Card has a Visa Debit logo

If you make a purchase in a foreign currency with your TD Access Card, the foreign currency amount is converted to Canadian dollars at the exchange rate set by Visa International in effect on the date the transaction is posted to your account. The amount withdrawn from your account will include a fee equal to 3.5% of the purchase amount after conversion to Canadian dollars.

For example:

For a USD \$10 purchase, where the exchange rate set by Visa International is 1.3 (USD \$1.00 costs CAD \$1.30):
Amount after conversion = USD \$10 x 1.3 = CAD \$13.00
Fee = CAD \$13.00 x 3.5% = CAD \$0.46 (rounded up from \$0.455)
Total withdrawal amount = CAD \$13.00 + CAD \$0.46 = CAD \$13.46

Purchases in a foreign currency if your TD Access Card does not have a Visa Debit logo (NYCE)

If you make a purchase in a foreign currency with your TD Access Card, the foreign currency amount is converted to Canadian dollars at an exchange rate that is calculated by adding 0.035 to the rate set by Interac Corp. in effect on the date the transaction is posted to your account.

For example:

For a USD \$10 purchase, where the exchange rate set by Interac Corp. is 1.3 (USD \$1.00 costs CAD \$1.30):
Exchange rate = 1.3 + 0.035 = 1.335
Total withdrawal amount = USD \$10 x 1.335 = CAD \$13.35 (includes the fee in the amount of CAD \$0.35).

Foreign currency withdrawals at an ATM outside Canada

If you make a foreign currency withdrawal at an ATM outside Canada with your TD Access Card, the amount of foreign currency funds received at the ATM and any fee charged by the ATM provider is converted to Canadian dollars at the exchange rate set by Visa International in effect on the date the transaction is posted to your account. The amount withdrawn from your account will include a fee equal to 3.5% of the amount of the foreign currency funds received at the ATM plus any fee charged by the ATM provider after conversion to Canadian dollars.

For example:

For a USD \$10 cash withdrawal at an ATM in the United States, where the exchange rate set by Visa International is 1.3 (USD \$1.00 costs CAD \$1.30):

Amount received at ATM = USD \$10

US ATM provider fee = USD \$2

Amount after conversion = USD \$12 x 1.3 = CAD \$15.60

Fee = CAD \$15.60 x 3.5% = CAD \$0.55

Total withdrawal amount = CAD \$15.60 + CAD \$0.55 = CAD \$16.15

If this withdrawal example occurs at a non-TD ATM in the United States you will pay us an additional non-TD ATM fee as set out in our *About our Accounts and Related Services* document. You won't pay us a non-TD ATM fee if you use your TD Access Card to withdraw cash at a TD Bank, *America's Most Convenient Bank* ATM in the United States.

16. Electronic Payments:

You are responsible for the accuracy of your electronic payment instructions, including the billing company paid, billing account number and payment amount. Depending on the type of payment, electronic payment instructions once sent may be final and irrevocable, so that funds sent in error may not be possible to retrieve. It is your responsibility to ensure that the biller, billing account number and personal payee information in your bill profile, and your personal information registered on our system, is accurate at all times. We can update your bill profile, including your billing account numbers and billers' names if informed of a change by the biller or if deemed necessary by us.

It is your responsibility to ensure that sufficient funds are available in your account (or through overdraft protection linked to your account) as at the effective time of your payment - payment instructions will not be processed without sufficient funds. Postdated payments set up by you may not be processed for a number of reasons, including insufficient funds, inconsistency between the billing account number on your postdated payment and the billing account number registered on your bill profile at the time of processing the payment, and a change in status of your Card, the biller, or your bill profile.

You recognize that different billers have different payment requirements and that you are responsible to know what your biller's payment requirements are. We may reject, cancel or return a payment to you that does not meet these requirements. In addition, you are responsible to ensure that your payments are requested so that there is sufficient time prior to their due date for them to be processed by us and by the biller. Payment instructions made by you after our daily cut-off time or on a non-business day will require extra time to reach the biller.

We are not responsible for any penalties, fees, interest, costs or damages imposed upon or suffered by you with respect to any payments or for our inability to retrieve electronic payments from third party accounts with us or from other financial institutions.

17. Interac Flash:

(a) Opting In / Opting Out

When we issue your Card, it is enabled with the *Interac* Flash feature. The account you have preselected to be included in the "chequing" field is the account that will be debited for your *Interac* Flash transactions.

You can have *Interac* Flash enabled or disabled on your Card by contacting any TD Canada Trust branch or calling EasyLine telephone banking at one of the telephone numbers provided in Section 13.

(b) Interac Flash Spend limit and Cumulative spend limit

Your *Interac* Flash contactless Spend limit is the maximum amount allowed for a single purchase.

Your *Interac* Flash contactless Cumulative spend limit is the maximum amount allowed for multiple consecutive purchases.

When a purchase exceeds either of these limits, you will be prompted to insert your Card and enter your PIN to complete a transaction. This will reset your Spend limit and Cumulative spend limit.

Your *Interac* Flash contactless Spend limit is part of your overall Point of Sale limit set out in the *EasyAccess Customer Confirmation* that accompanied the Card issued to you.

18. Interac e-Transfer®:

To send money via *Interac* e-Transfer, you must provide the following to allow for the authentication of the recipient of the transfer: (i) the recipient's email address or mobile number, and (ii) a security question and answer ("Security Question"), except if the recipient has activated the Autodeposit feature. If the recipient has enabled the Autodeposit feature for the email address or mobile number you use to send the recipient the funds, then the money you send via *Interac* e-Transfer is automatically deposited into the recipient's account and the recipient will not have to answer a Security Question.

To receive money via *Interac* e-Transfer, you must correctly answer a Security Question, except if you have activated the Autodeposit feature. If you have activated the Autodeposit feature for the email address used by the sender to send you funds, or by other means that may become available, such as mobile number, then the money you receive via *Interac* e-Transfer is automatically deposited into your account and you will not have to answer a Security Question.

To request money via *Interac* e-Transfer, you must provide the email address or mobile number of the recipient of your request, and the eligible TD account you want us to use to deposit the money you receive, if your recipient accepts your request.

Each time you provide a Security Question, you agree to create an effective Security Question that is known only to you and the recipient. You further agree not to use email address, mobile number or any optional message that may accompany the transfer to send the recipient the answer to the Security Question. As a recipient, you agree to keep the answer to the Security Question confidential at all times and to use it only as required to receive the transfer.

We will be entitled to pay the transfer to anyone who claims it as the recipient and correctly answers the Security Question, if required, whether or not that person is the person intended by you to receive the transfer.

Before using *Interac* e-Transfer, you agree that, as a sender or requestor of money via *Interac* e-Transfer, it is your responsibility to provide a complete and accurate email address and/or mobile number of the recipient. You further agree not to provide the recipient's email address or mobile number (and not to initiate a send or request money) through *Interac* e-Transfer unless the recipient has consented to you to give his or her email address or mobile number to TD, other participating financial institutions, *Interac* Corp., and their respective suppliers for collection, use, disclosure and storage of the information for the purpose of the service.

You agree that it is your responsibility to provide complete and accurate information about the recipient. We will not be liable for losses incurred by you as a sender, requestor or recipient of money via *Interac* e-Transfer as a result of errors regarding email address or mobile number of your intended recipient, misuse, improper communication or disclosure of the answer to the Security Question, or errors on your part while using the service.

You are responsible for charges, if any, or data rates that your service provider may apply for transmitting and receiving data (including but not limited to data roaming charges).

19. Transaction Records Activity:

You will be offered a transaction record at an ATM, POS or other payment terminal for your convenience to enable you to check your account entries. You will be provided with an electronic verification number for other Electronic Financial Services.

Our transaction records will be conclusive proof of use of your Card or an Electronic Financial Service. Even though you may be provided with a transaction record, electronic verification number or interim statement, our verification and acceptance of all transactions will be considered correct and binding unless there is an obvious error.

Transactions completed through an Electronic Financial Service may be credited or debited to your account on a date determined by us. This date may be different than the date on which you used the Electronic Financial Service.

20. Electronic Document Presentment:

We are not responsible for the failure of any company to provide any document or bill electronically to you.

21. Debit Card Code of Practice:

We endorse the Canadian Code of Practice for Consumer Debit Card Services and commit to maintain or exceed the level of customer protection it establishes.

22. Your Right to Cancel Any Electronic Financial Service:

Unless otherwise provided in this Agreement, any other agreement applicable to the Electronic Financial Service or agreed to by us, you may cancel any Electronic Financial Service by notifying your branch or contacting the EasyLine telephone banking service at one of the numbers provided in section 13. In all cases, you still must fulfill all your obligations under this Agreement or other applicable agreement.

23. Our Right to Terminate This Agreement or Cancel your Card, PIN or Credentials:

We may cancel your Card, PIN or Credentials, terminate this Agreement, or suspend or refuse to provide any Electronic Financial Service without notice to you. In all cases, you still must fulfill all of your obligations under this Agreement. You are not relieved of your obligations until all amounts owed to us, including interest, service charges and costs, have been paid in full. If this Agreement is terminated, you will, at our request, return all Cards to us.

24. Changing This Agreement and Our Service Charges:

We may add, remove or change any section of this Agreement or replace this Agreement with another agreement at any time. If we do so, we will provide you with written notice (paper or electronic) at least 30 days before the change comes into effect. The notice will be clear and legible and will:

- set out the new clause or the amended clause and the clause as it read formerly,
- provide the date when the change comes into effect, and
- provide that, if you do not wish to accept the change you may cancel the Agreement without cost or penalty.

If you choose to cancel, you must notify us no later than 30 days after the change comes into effect by calling our customer help desk, or by visiting, or sending notice to, any branch. You will be required to pay us any fees, charges or interest owing at the time you cancel the Agreement.

Changes may relate to any aspect of the Agreement, including, but not limited to:

- definitions
- consent to the collection, use and/or disclosure of your information
- selection of your PIN or creation of your Credentials
- use of Electronic Financial Services and accounts
- *Interac* services
- *Verified.Me*

- security and confidentiality
- your liability for transactions
- our liability
- lost or stolen Card, PIN or Credentials
- transaction records activity
- service charges
- foreign currency transactions
- limits relating to the use of Electronic Financial Services
- electronic payment instructions
- changing the Agreement, the Electronic Financial Services or our service charges
- termination of the Agreement; and
- resolution of disputes and complaints escalation.

25. Transfer of Rights:

We may transfer, sell or otherwise assign all of our rights under this Agreement. If we do so, we may disclose information about you and your Card to anyone to whom we assign our rights.

26. Headings:

The headings to each section of this Agreement are added for convenience and do not change the meaning of any provision of this Agreement.

27. Severability:

If it is found by a court that any portion of this Agreement is invalid or unenforceable, the remainder of the Agreement will not be affected.

28. Governing Law:

This Agreement will be governed by and interpreted in accordance with the laws of the province or territory in Canada where you reside or most recently resided, and the laws of Canada, as applicable. If you have not resided in Canada, this Agreement will be governed by and interpreted in accordance with the laws of the Province of Ontario and Canada, as applicable.

29. For Quebec Only:

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

30. Consent to the Collection, Use and/or Disclosure of Your Information:

The word "Information" means personal, financial and other details about you that you provide to us and we obtain from others outside our organization, including through the products and services you use.

You agree that, at the time you request to begin a relationship with us and during the course of our relationship, we may share your Information with our world-wide affiliates, and collect, use and disclose your Information as described in the Privacy Agreement on td.com, including for, but not limited to, the purposes of: identifying you, providing you with ongoing service, helping us serve you better, protecting us both from fraud and error, complying with legal and regulatory requirements, and marketing products and services to you. We may communicate with you for any of these purposes by telephone, fax, text messaging, or other electronic means, and automatic dialing-announcing device, at the numbers you have provided us, or by ATM, internet, mail, email and other methods. To understand how you can withdraw your consent, refer to the 'Marketing Purposes' section of the Privacy Agreement or contact us at 1-866-567-8888.

31. If You Have a Complaint:

Tell us about your complaint in the way that is most convenient for you. You may contact a Customer Service Representative at your branch or business unit that handles your account, call us toll free at 1-833-259-5980, contact us by mail at Customer Care, TD Centre, P.O. Box 193, Toronto, Ontario, M5K 1H6 or by e-mail at customer.service@td.com. As a next step, if your concern remains unresolved, a manager will offer to elevate your problem to a representative of our senior management. Alternatively, if you prefer to elevate the problem yourself, you may contact a manager, or one of our telephone banking specialists, at the toll-free number 1-888-661-9029, and they will assist you. If your concern remains unresolved, you may contact the Senior Customer Complaints Office by email at td.scco@td.com, by mail at P.O. Box 1, TD Centre, Toronto, Ontario, M5K 1A2, or toll free at 1-888-361-0319, or by fax at 416-983-3460.

External Ombudsman

If your concern still remains unresolved, you may then contact the ADR Chambers Banking Ombuds Office (ADRBO) by mail at P.O. Box 1006, 31 Adelaide Street East, Toronto, Ontario, M5C 2K4 or telephone: 1-800-941-3655 and at contact@bankingombuds.ca.

For a more detailed overview of our complaint-handling procedures, please see our "Do you have a complaint?" brochure available at any branch or on our website at td.com.

Financial Consumer Agency of Canada

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

All trade-marks are the property of their respective owners.

® The TD logo and other trade-marks are the property of The Toronto-Dominion Bank.



This Access Agreement (this **Agreement**) is an important document. It sets out the terms for your TD Access Card, Credentials and PIN.

Among other things, this Agreement sets out:

- how you can use your TD Access Card, Credentials and PIN to access your Accounts and Services and conduct transactions;
- how to protect your TD Access Card, Credentials and PIN; and
- your liability for loss.

Please read this Agreement carefully. Read it before you use your Card, Credentials or PIN.

This Agreement is between you and The Toronto-Dominion Bank.

You should read this Agreement along with any other agreement you have with us. This includes agreements for your Accounts or any other product or service. We refer to these other agreements as **TD Agreements**. We might also ask you to agree to other terms that apply to your Card, Credentials or PIN in our branches or over the phone. We call these **Other Terms**. This Agreement does not replace any of the terms and conditions in the TD Agreements or the Other Terms.

In this Agreement:

- **TD, we, our or us** each mean The Toronto-Dominion Bank and its affiliates; and
- **you, your or yourself** each mean you, our customer.

We define some terms in this Agreement. To find where terms are defined, see Section 13: *Glossary*.

Table of Contents

Section 1	Your Card, Credentials, PIN, and the Services.....	9
Section 2	Your TD Access Card.....	10
Section 3	Security and Notification Responsibilities.....	11
Section 4	Your Liability.....	12
Section 5	Fees, Service Charges and Limits.....	13
Section 6	Communications Between Us.....	13
Section 7	Privacy.....	14
Section 8	Changes and Termination of this Agreement.....	14
Section 9	General Contractual Terms.....	14
Section 10	Dispute Resolution.....	15
Section 11	How to Contact Us.....	15
Section 12	How To Contact The Financial Consumer Agency Of Canada (FCAC).....	16
Section 13	Glossary.....	16

Section 1 Your Card, Credentials, PIN, and the Services

1.1 What is your TD Access Card?

Your TD Access Card (**Card**) is any debit card we give you. Your Card is a way for you to access your Accounts and obtain certain Services.

Your Card includes:

- the first Card we give you and any new or replacement Card; and
- Card information, such as:
 - your Card number;
 - the expiry date on your Card; and
 - the **CVV2**. This is the three-digit security code on the back of your Card.

Your Card can be a physical card. It can also be a digital card (for example, when you put your Card on a mobile wallet). You may use a financial product or service (such as a mobile wallet) from us or a third

party. If you do, we or that third party may bind you to a separate agreement.

1.2 What are your Credentials and PIN?

Your **PIN** means your Personal Identification Number for your Card.

Credentials means anything you can use to access your Accounts and Services other than your Card and PIN. Credentials include:

- your EasyLine PhoneCode®;
- Biometrics. **Biometrics** are ways to identify people based on their physical features. An example is voice recognition;
- one-time security codes that we use to authenticate or verify your identity. We call these **Security Codes**;
- passcodes, passwords, questions and answers that you choose to confirm that you are the person accessing a Service;
- **Account Information**, which includes information associated with the Card, Services or Accounts, such as:
 - your Account number(s),
 - transaction history,
 - login history for the Account or Services,
 - limits associated with the Accounts,
 - contact information, and
 - any other information associated with your Accounts, Card or Services; and
- other information that you use to access your Accounts or Services.

You may be able to use Credentials with, or instead of, your Card or PIN. Sometimes we give you Credentials and sometimes you create them. We use Credentials to identify you. You can use our online platforms to create or update some Credentials. If you do, additional terms and conditions will apply.

Your Card, Credentials and PIN act as the keys to your Accounts. This is why you must protect them. To learn how to protect your Card, Credentials and PIN, see Section 3.3: *What are your security responsibilities?*

1.3 What can you do with your Card, Credentials or PIN?

You can use them alone (or sometimes together) to obtain certain Services. **Services** means anything that you can do with your Card, Credentials or PIN. For example:

You can access and update information:

- access your Accounts and information about your Accounts;
- access information about you that we have in our records;
- update information about you that we have in our records, such as your mailing address, contact information and other Account Information;
- access certain services and platforms provided by affiliates of The Toronto-Dominion Bank;

You can make changes:

- make changes to your Accounts, such as changing the Account type, if applicable, or closing an account;
- change or reset your Credentials or PIN;

You can ask for new products or services:

- obtain a replacement Card;
- apply for or obtain new products or services;

You can conduct transactions on your Accounts:

- such as:
 - debit transactions;
 - Card Not Present Transactions;
 - ATM transactions;
 - adding your Card to a mobile wallet;
 - Pre-Authorized Payments;
 - withdrawals; and
 - investment transactions.

We can add or remove Services from time to time. We can change what you can do with your Card, Credentials or PIN, or how you can use them, at any time. We don't have to give you notice.

1.4 How do you conduct Services?

You can conduct Services in various ways. For example:

- by using ATMs;
- by using POS terminals. POS means point-of-sale. POS is a payment system used by merchants to accept payments from you for a transaction;
- at our branches;
- by phone, including by using EasyLine®. EasyLine is our telephone banking service; or
- on online platforms like EasyWeb or TD Apps. You will be asked to enter into additional agreements when you use these platforms.

We can change how you conduct Services at any time. We don't have to give you notice unless required by law.

1.5 What accounts can you access?

Account means any of your present and future personal accounts you have with us that are opened in your name (either alone or jointly with other Account holder(s) or borrower(s)). This includes both deposit and lending accounts. For example, your:

- chequing accounts;
- savings accounts, including tax-free savings accounts and direct investing savings accounts;
- credit card accounts;
- lines of credit, including both secured and unsecured lines of credit;
- mortgages;
- investment accounts;
- registered plans; and
- loans.

Your Card, Credentials, PIN or Device can be used to access your Accounts. They may also be used to access other accounts or services you may have with us or with a third party. If you don't do what you are required to do under this Agreement to keep your Card, Credentials, PIN or Device safe, you could suffer losses to any one or more accounts you may have with us or with a third party.

Section 2 Your TD Access Card

This Section sets out additional terms and conditions for your Card. It applies if you have one or more Cards.

2.1 When can you use your Card?

You must activate your Card. You can activate it by using your Card and PIN at a TD ATM or you can complete an in-store debit purchase with your Card and PIN. Our process for activating Cards may change from time to time.

Your Card has an expiry date. You cannot use your Card after its expiry date.

2.2 What happens when we cancel your Card or it expires?

You must destroy your Card right away if we cancel your Card or when it expires. We will prevent use of your Card after it has expired or we cancelled it.

However, you are still responsible for transactions, or Account updates made, using the Card before it expired or we cancelled it. This includes any applicable transaction fees.

2.3 What do you need to do if you get a new Card?

We may issue you a new Card for any reason. For example, if your old Card is expired, is discontinued or you report it as lost or stolen.

You must:

- destroy your old Card right away; and
- contact merchants with whom you have arranged a Pre-Authorized Payment and give them your new Card information. To learn more about using your Card for Pre-Authorized Payments, see Section 2.7: Can you use your Card for Pre-Authorized Payments (PAPs)?.

2.4 When can you receive, select or change your PIN?

When we first issue your Card to you, we may send you a PIN by mail.

Or we may ask you to select a PIN in one of our branches. Our process of issuing a PIN to you may change from time to time.

When we mail you a PIN, no other person will have knowledge of this PIN. This includes our employees. When you receive the document we mailed to you that shows your PIN, memorize your PIN. Then shred the document right away or keep it in a safe place, away from your Card.

You can change your PIN using a TD ATM or in our branches.

2.5 What types of debit transactions can you do using your Card?

The types of debit transactions you can do depends on whether your Card has:

- both an Interac® Debit and Visa Debit logo; or
- just an Interac Debit logo.

If your Card does not have a Visa Debit logo, you can ask for a new card that does. See Section 11: How to Contact Us.

Here are the types of debit transactions you can do. Some merchants may not accept certain types of transactions. We are not responsible for a merchant letting or not letting you do a certain type of transaction with your Card.

Type of debit transaction	Type of Card	
	Visa Debit Logo	Just Interac Debit Logo
Domestic POS transactions (using Card and PIN)	Yes.	Yes.
International POS transactions (using Card and PIN)	Yes.	Yes. Only at participating retailers where the NYCE® network logo is displayed at terminals.
Interac Flash® transactions	Yes. With merchants in Canada who have an Interac Flash enabled POS terminal.	No.
Domestic ATMs	Yes.	Yes.
International ATMs	Yes.	No.
Online	Yes.	Yes. With merchants in Canada who accept Interac Online as a payment method.
Telephone	Yes.	No.
Mail	Yes.	No.
Pre-Authorized Payments	Yes.	No.

Interac Flash transactions are when you authorize the transaction at a POS terminal by tapping your Card. You don't need to enter a PIN. You authorize these transactions as if you had used a PIN. You will have the same rights and liability as if you had used your PIN. We put limits on the value of Interac Flash transactions you can make. Please see Section 5: Fees, Service Charges and Limits to learn how to find your limits.

We can change the types of transactions your Card can do from time to time. We don't have to give you notice.

2.6 How do you authorize Card Not Present Transactions?

A Card Not Present Transaction is a transaction conducted when your Card is not physically present to tap, swipe or insert with the merchant or other third party. For example, online, mail or telephone transactions.

Here's how you authorize these types of transactions. You give a merchant or other third party:

- your Card number;
- your Card expiry date; and/or
- the CVV2.

You don't give them your PIN.

You can only do Card Not Present Transactions with those who allow them. You authorize these transactions as if you had used a PIN. You will have the same rights and liability as if you had used your PIN.

2.7 Can you use your Card for Pre-Authorized Payments (PAPs)?

Yes, but only with a Card that has a Visa Debit logo.

You can use **PAPs** or **Pre-Authorized Payments** to make bill and other payments. You authorize the merchant to take funds from your Account using your Card based on a schedule determined by the merchant. For example, monthly or annually. You won't be able to set up PAPs with all Account types.

Cancelling PAPs

You must contact the merchant directly if you want to cancel a PAP. If you don't, PAPs will remain on your Account.

You are responsible for all PAPs on your Account. This may include any amounts the merchant charges after your:

- Card expires;
- Card is cancelled; or
- Account is closed.

Updating PAPs

You must give merchants correct Card information for any PAPs you set up. You must keep that information up to date. We are not responsible for any transactions that are not debited from your Account because the Card information you provided to the merchant is incorrect or not up to date.

We may give your new Card information to merchants who have signed up for **Visa Account Updater (VAU)**. You can tell us if you don't want your Card information to be eligible for VAU. If you do, we won't send your new Card information to merchants. See Section 11: *How to Contact Us*. Not all merchants participate in VAU. This is why you must contact your merchant if your Card information changes.

Processing PAPs

We may not be able to process PAPs for several reasons, including:

- insufficient funds in your Account;
- a change in status of your Card; or
- a change in status of the merchant.

Each merchant you pay with a PAP may have different requirements. You are responsible for knowing and complying with those requirements.

2.8 When are transactions made using your Card processed?

When you make transactions using your Card, we will usually credit or debit them to your Account on the date you made the transaction. It may sometimes be a different date.

Sometimes there is a difference between the original authorized amount and the final settled amount of the transaction. If there is, after we have debited your Account with the original authorized amount of the transaction, we will credit your Account with the original authorized amount of the transaction. We will then debit your Account for the final settled amount.

Card Not Present Transactions

Your merchant or bill payee may need time to process payments made through Card Not Present Transactions. We are not responsible for the processing of any payment by your merchant or bill payee. This includes how long it takes them to process the payment.

Your merchant or bill payee may charge other fees in connection with your payment, such as late fees or interest penalties. We are not liable for these charges.

Insufficient Funds

You are responsible for the transactions on your Account. If there are not enough funds, available credit or overdraft protection, we may not

process that payment.

Section 3 Security and Notification Responsibilities

3.1 How do we manage your instructions?

We assume that instructions given using your Card, Credentials or PIN, or a combination thereof, come from you. We will rely on them. While we may try to verify that it was you who gave the instructions, we don't have to. We may delay acting or refuse to act on those instructions.

3.2 What are you responsible for protecting?

You are responsible for:

- your Card;
- your Credentials;
- your PIN;
- your Account; and
- your Device. **Device** means any electronic device that:
 - may be used to access our online platforms;
 - stores your Card, Card information, Credentials or PIN;
 - is registered to generate a Security Code; or
 - is associated with a phone number you registered to receive a Security Code.

Some examples of a Device are computers, mobile phones, wearables, tablets, and telephones.

3.3 What are your security responsibilities?

You play the primary role in protecting your security. This Section sets out your security responsibilities. You must fulfill all your security responsibilities. There could be consequences to you if you don't. See Section 4: *Your Liability*.

Your security responsibilities are described in this Section 3.3. They are:

Protecting your Card, Credentials, PIN confidentiality and communications

You must:

- keep possession of your Card. Don't lend it to or share it with anyone;
- protect your Card from loss or theft;
- keep your Card in a safe and secure place;
- know and remember your PIN and Credentials;
- keep your PIN and Credentials separate from your Card;
- safeguard and protect your Credentials and PIN. Keep them confidential;
- not use PINs and Credentials that others may easily guess. Don't select PINs that include your name, birthday, phone number, address, or social insurance number;
- either shred the document we mailed to you that shows your PIN, or keep it in a safe place;
- make your PIN and Credentials different from each other. Each one should be unique;
- take all necessary precautions to prevent any other person from seeing your Credentials and PIN. Watch out for people looking over your shoulder to learn your PIN or Credentials;
- never use your Card, PIN or Credentials to do anything illegal or to engage in fraud;
- never disclose your Credentials or PIN to anyone. This includes to a Legal Representative or a public official (or anyone claiming to be a public official). Only disclose if you are required to do so by law;
- never disclose your Card information to anyone unless you are providing such information to a reputable merchant or third party in connection with a transaction;
- not allow anyone other than yourself to use or perform any Services on your Account with your Card, Credentials or your PIN; and
- never store any communications from us in a place where others can see them.

A TD employee will never ask for your PIN, Phone Code or passwords.

We will never ask you to provide your Card information, Credentials (including Account Information), or PIN through unsolicited email or text message. If you suspect that someone pretending to be a TD employee has contacted you, let us know. See Section 11: *How to Contact Us*.

Legal Representative means:

- any person named as such in a power of attorney for property and, in Quebec, any person named as a mandatary in a mandate;
- a committee of estate;
- an estate representative;
- a legal guardian and, in Quebec, a tutor; or
- any other person recognized as your legal representative under applicable law or by a court order.

Protecting your Device

You must:

- safeguard and protect each Device;
- take all reasonable precautions to prevent any other person from using your Device;
- never share any Passcode for any Device;
- never share any Device you have registered to receive Security Codes on;
- keep possession of any Device you have control of that you have registered to receive Security Codes on;
- turn off show previews for text messages for any Device you receive Security Codes on;
- if a Device you have registered to receive Security Codes on is lost, misplaced or stolen, remove that Device from your security profile on EasyWeb (if you have EasyWeb access);
- delete any Credentials or Cards stored on your Device before selling, giving away or disposing of your Device;
- make sure your browser and operating system are up to date;
- only install software from trustworthy companies;
- only install mobile apps from your Device's app store;
- be wary of using your Device to click on links you don't recognize. They can be sources of malware; and
- put in place and maintain security measures for Devices. Security measures include:
 - up-to-date virus scanning software;
 - anti-spyware programs;
 - firewall systems; or
 - screen locks and Passcodes.

Passcodes means the passcode lock or password that you create to access any Device. It includes any Biometrics used to access any Device.

Biometrics

You have security responsibilities when you enable Biometrics on your Device. You must:

- not add Biometrics to a Device you don't own;
- not add Biometrics to a Device that already has someone else's Biometrics stored on it;
- never permit anyone else to add or store Biometrics on your Device; and
- never share your Device passcode with anyone else. This could allow them to add Biometrics to your Device.

Additional security responsibilities

From time to time, we may ask you to comply with additional security responsibilities. We may do this to protect your Account, Card, Credentials, Device or PIN. We may do this to prevent or resolve new security threats. We may make these requests in the course of an investigation or at other times. You must comply with these additional security responsibilities.

This Agreement, other TD Agreements and Other Terms

You must do everything else we ask you to do in this Agreement related to protection of your Credentials, Card, PIN, Device, Accounts, information and communications. You must also meet all of your security responsibilities in other TD Agreements and Other Terms. This includes security responsibilities related to you:

- Card,
- Credentials,
- PIN,
- Device,
- Accounts,
- TD authenticate app,

- obligations to notify us, and
- duty to review your monthly statements or Account activity so you can tell us about any errors or omissions within a certain time.

Notifying Us (including how to notify us for a lost or stolen Card)

You must notify us right away if you know or suspect that:

- your Card is lost or stolen;
- there is any unauthorized activity, fraud, change, misuse, malfunction, or error related to your Card, Credentials, PIN or Account;
- someone else has used your Card, Credentials or PIN;
- someone else knows your Credentials, Card information or PIN;
- any Device has been lost, stolen, compromised or misused;
- the Passcode for any Device has become known to someone else;
- you have failed to comply with any of your security responsibilities;
- a change has been made to your Account, PIN, Card or Credentials that you did not initiate;
- communications from us are lost, stolen or are at risk of being used in an unauthorized manner; or
- you haven't received expected communications from us.

To notify us, call us. Please see Section 11: *How to Contact Us* to find the phone number.

When you notify us, we may block or restrict your access and use of your Card, Credentials, PIN and/or Accounts. This may limit your ability to use our online platforms, access Services or otherwise use your Card.

We will also decide whether you or we need to:

- reset your Credentials, or
- take any other action.

You must change your PIN right away if you know, or you suspect, that your Card or PIN has been lost, stolen, or know it has been used by someone else. We may also issue a new Card to you.

Section 4 Your Liability

4.1 What is your liability?

When are you liable?

You are liable for all losses or damages resulting from:

- all Services (including transactions) that you authorize. You authorize Services when you:
 - use your Card, Credentials and/or PIN;
 - provide your Card, Credentials and/or PIN to a merchant or other person;
 - let another person use your Card, Credentials and/or PIN; or
 - let another person provide your Card, Credentials and/or PIN to a merchant or other person;
- any errors on your part, such as pressing the wrong key at an ATM or POS terminal;
- you making (or letting someone else make) a fraudulent or worthless deposit to your Account;
- Debit Card Transactions, where there was unauthorized use of your Card or PIN by someone else and you contributed to such unauthorized use; or
- any Services other than Debit Card Transactions, where there was unauthorized use of your Card, Credentials or PIN by someone else and you didn't meet your security responsibilities as set out in Section 3.3: *What are your security responsibilities?*

What does it mean to contribute to unauthorized use?

Some examples of how you contribute to the unauthorized use of your Card, Credentials or PIN include when you:

- voluntarily disclose your Card, PIN or Credentials to someone else;
- write your PIN on or near your Card;
- choose a PIN that is easily guessable by others. For example, PINs that are selected from your name, birthday, phone number, address, or social insurance number;
- keep a poorly disguised or hidden written record of your PIN on or near your Card; or
- fail to notify us as soon as you become aware your Card, PIN or Credentials may have become known to someone else or may have been lost, stolen or misused.

See Section 3.3: *What are your security responsibilities?* for more information on how to avoid contributing to unauthorized use of your Card, Credentials, and PIN.

When are you not liable?

There are some exceptions to your liability as set out above.

You are not liable for monetary losses to your Account if and to the extent they were caused by:

- unauthorized transactions or Services:
 - that occur after you notified us that your Card has been (or you suspect has been) lost, stolen or misused;
 - that occur after you have notified us that your Card, PIN or Credentials are or may be known to someone other than yourself;
 - that occur after your Card has been cancelled or expired. However, if a transaction that you had authorized is posted to your Account after the expiry date of your Card, you will still be responsible for that transaction; or
 - using Cards that are forged or faulty, unless you contributed to the forgery or fault;
- fraudulent or negligent conduct relating to the Services by us, our employees or agents;
- errors made by us in debiting your Account;
- transactions that we have determined were made before you received your Card and created or received your PIN; or
- any failure, error, malfunction or technical problem of our system or equipment.

You are also not liable for monetary losses to your Account if and to the extent such losses occur as a result of an unauthorized Debit Card Transaction where we complete an investigation of the Debit Card Transaction and we determine that:

- you have been a victim of fraud, theft or have been coerced by trickery, fraud or intimidation in connection with the Debit Card Transaction;
- you reported the Debit Card Transaction to us promptly; and
- you cooperated fully in any subsequent investigation of the Debit Card Transaction, including providing any additional forms, information or documentation we ask of you.

In all circumstances, even if you are not liable for monetary losses to your Account for the reasons outlined in this Section 4.1, we are not responsible for any and all other losses or damages that may arise.

In this Section 4, **Debit Card Transactions** are:

- Card Not Present Transactions;
- transactions at ATMs; or
- transactions at a POS terminal.

that took place in Canada and did not involve the transfer of funds into or out of Canada.

4.2 Are there caps on your liability?

There may be caps on your liability. Please see below.

Debit Card Transactions

Your liability for Debit Card Transactions will not be more than your withdrawal or spending limits on your Card. This is the case even if you contribute to an unauthorized Debit Card Transaction.

In some circumstances, your liability for Debit Card Transactions may exceed the actual funds in your Account. This may occur, for example, if:

- your Account is a line of credit account, a deposit account with overdraft protection, or is linked with another Account having some or all of these features. In these cases, you may be liable for:
 - the amount of the Debit Card Transaction,
 - plus any service charges that may apply, and
 - in the case of any borrowed amounts, interest on those borrowed amounts; or
- the Debit Card Transaction is completed on the basis of a fraudulent deposit to your Account. In this case, your liability may include an amount up to the amount of the fraudulent deposit. For

example, where a transaction is completed after you deposit (or let someone else deposit) a fraudulent cheque or empty envelope to your Account.

Credit Card Accounts

If you experience Account losses to a credit card Account, the extent of your liability for those losses may be capped. See your cardholder agreement or Initial Disclosure Statement for your credit card for more information.

Section 5 Fees, Service Charges and Limits

5.1 Do we charge fees or service charges for Cards, Credentials, or PINs?

We don't charge you any fees or service charges for issuing your Card, Credentials or PIN. However, we do charge for some transactions you make or things you do with them. These fees or service charges may be set out in TD Agreements or Other Terms. For example, they are set out in:

- our *About Our Accounts and Related Services* document, and
- our *General List of Services and Fees* document.

You can find these documents in our branches and at td.com. We can change what we charge from time to time.

You may be charged additional fees by third parties. For example, you may pay fees to other financial institutions when you use their ATM.

5.2 Are there any dollar limits that apply to your Card or the Services?

Yes. We may set dollar limits. For example, the amount you can transfer in a day. Or the amount of funds you can deposit in a day. It is your responsibility to know your limits. You can find your limits through the TD app or by contacting us. Please see Section 11: *How to Contact Us*.

If you try to go over your limits, we may reject the transaction. If we allow you to go over your limits, we don't have to allow you to do so again.

We may change these limits at any time, without notice to you, unless required by law.

At any time, you may request a change to your spending or transfer limits. For example, if the limits don't match your expected daily or weekly usage. We are not required to make all requested changes.

Section 6 Communications Between Us

6.1 How do we manage electronic and other communications?

When may we communicate with you?

We may communicate with you about any matter, including matters relating to your Card, Credentials, PIN, Account or this Agreement. This includes contacting you about suspected fraud or suspicious activity.

How may we communicate with you?

We can communicate with you by any method we choose. This includes when we send you any notices, changes to this Agreement, messages, alerts, or documents.

We may use electronic means such as:

- our online platforms;
- telephone;
- email;
- text message; or
- any other electronic delivery method.

We won't use those methods when the law requires us to communicate with you in another way.

What are your obligations when we communicate with you?

Make sure you read and save any communications we send to you. You should store them safely.

Contact us right away if you:

- don't receive expected communications from us;
- can't access communications from us;
- know or suspect that communications from us are lost or stolen; or
- know or suspect that communications from us are at risk of being used in an unauthorized manner.

Please see Section 11: *How to Contact Us*.

What address will we use to communicate with you?

We will use the information we have on file for you.

You must update your profile or contact us right away if there are any changes to your:

- email;
- mailing address;
- name; or
- other contact information you gave us, such as your phone number.

Can you communicate with us using unsecure methods?

Don't send us confidential or personal information in ways that are potentially unsecure. This includes your Card information or Account numbers. Unencrypted communications such as texts, email, and faxes are unsecure. So is paper mail. If you need to tell us this kind of information, please call us or visit our branches.

If you do communicate with us using unsecure methods, we are not responsible if:

- your message is altered;
- your message is lost;
- we don't receive your message; or
- someone else sees and uses your information.

6.2 What if there is a conflict between your records and ours?

You may receive transaction records or receipts when you conduct transactions. For example, at an ATM or POS terminal. We may keep records of your activities. Unless there is an obvious error, if there is a conflict between our records and your records, our records will be considered correct and binding.

Section 7 Privacy

At the time you ask to begin a relationship with us and during the course of our relationship, we may:

- share your information with our world-wide affiliates; and
- collect, use and disclose your information

as described in the Privacy Agreement, the Privacy Code, the Online Privacy Code, and the Mobile Apps Privacy Code.

Section 8 Changes and Termination of this Agreement

8.1 Can we make changes to the Services and how you use them?

Yes. We may decide to change, replace, add or remove any of the following at any time:

- the Services that you can obtain by using your Card, Credentials or PIN;
- the parts or features of any Service that you can obtain by using your Card, Credentials or PIN;
- the means that you must use to access any Service and how you can use a Service; or
- any limits that apply to your Card, Credentials or PIN.

We don't have to notify you unless required by law.

8.2 Can we make changes to this Agreement?

Yes. At any time, we may decide to change, replace, add or remove any Section of this Agreement.

This includes:

- Your Card, Credentials, PIN and the Services;
- Your TD Access Card;
- Security and Notification Responsibilities;
- Your Liability;
- Fees, Service Charges and Limits;
- Communications Between Us;
- Privacy;
- Changes and Termination of this Agreement;
- General Contractual Terms;
- Dispute Resolution;
- How to Contact Us;
- How to Contact the Financial Consumer Agency of Canada (FCAC); or
- Glossary.

Notifying You

If we make any of these changes, we will notify you in writing. We will notify you at least 30 days before the change is in effect. We will write the notice clearly and legibly. We may deliver this notice electronically or any other way we choose. The notice will provide you with the following details:

- the original clause and its rewritten version, or only the new clause;
- the date when the change will come into effect; and
- an option to cancel this Agreement without cost or penalty if you don't want to accept the change.

If you don't want to accept the changes, you can choose to cancel this Agreement. You can cancel without cost, penalty or cancellation indemnity. To do so, you must notify us no later than 30 days after the change comes into effect. Use the contact information provided in Section 11: *How To Contact Us*.

If you cancel this Agreement, you will:

- be required to discontinue any use of your Card and PIN to access any Services;
- still be responsible for all your obligations under this Agreement; and
- still be responsible for all your obligations under any TD Agreements or Other Terms.

8.3 When can we cancel your Card, Credentials or PIN or terminate this Agreement?

At any time and for any reason, we may:

- cancel your Card, Credentials or PIN;
- restrict your access to the Services;
- refuse to provide you with any Service; or
- cancel this Agreement.

We don't have to notify you unless required by law.

If we cancel this Agreement, you will:

- discontinue any use of your Card and PIN to access any Services;
- still be responsible for all continuing obligations under this Agreement; and
- still be responsible for all your obligations under any TD Agreements and Other Terms.

8.4 When can you cancel your Card and PIN?

You may cancel your Card and PIN at any time. If you do, you won't have to pay any costs or penalties for such cancellation.

You can cancel by contacting us. See Section 11: *How to Contact Us*. If you cancel your Card and PIN, you must stop using the cancelled Card and PIN right away.

Section 9 General Contractual Terms

9.1 What law governs this Agreement?

This Agreement is governed by applicable federal laws and the applicable laws of the province or territory in Canada where you reside. If you don't reside in Canada, applicable federal laws and the applicable laws of the Province of Ontario will govern.

If we ever disagree about anything in this Agreement and we have to go to court, it will be a court in the province or territory in Canada where you reside. If you don't reside in Canada, it will be an Ontario court.

9.2 Does this Agreement replace your other TD Agreements, and the Other Terms?

No. This Agreement is in addition to TD Agreements and any Other Terms. This Agreement doesn't change or replace them.

9.3 Can you use your Card, Credentials and PIN outside of Canada?

Yes, you may be able to. However, you might not be able to use all Services outside of Canada. See Section 2.5: *What types of debit transactions can you do using your Card?* for the types of debit transactions you can do outside of Canada.

9.4 What if we don't act right away if you breach this Agreement?

All Sections of this Agreement will remain valid and unchanged. We also reserve our right to act on that breach or any similar breach at a later date. Any action or omission by us does not mean that we have waived or changed this Agreement.

9.5 What happens if part of this Agreement is invalid?

A court may find any portion of a Section or this Agreement (or both) invalid or unenforceable. If they do, the remainder of the Section or this Agreement will remain valid.

9.6 Who is bound by this Agreement?

This Agreement is binding upon and benefits:

- us and our successors;
- anyone we transfer, sell, or assign this Agreement to; and
- you.

9.7 Who owns your Card?

We do. We can cancel or take your Card back or require you to return your Card to us at any time.

You can't transfer or assign your Card to anyone else.

9.8 What language will be used?

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

9.9 What is our commitment to the Canadian Debit Code of Practice?

We endorse the Canadian Code of Practice for Consumer Debit Card Services. For more information about this Code of Practice, please visit www.cba.ca.

Section 10 Dispute Resolution

10.1 How are disputes relating to this Agreement resolved?

Merchant Disputes

We are not responsible for any disputes you may have with a merchant or a person to whom you paid or owe a bill (**Biller**). If you have such a dispute, you must settle it directly with the merchant, Biller, or others involved. Examples of these problems include the following:

- the merchant not providing you with any goods or services you paid for;
- any goods or services don't suit you or are of poor quality;
- problems relating to any merchandise returns; or
- if a merchant or Biller:
 - does not give you a credit for a payment,
 - imposes any additional charges,
 - will not accept your Card,
 - does not credit your payment on the date that funds are withdrawn from your Account, or
 - does not follow your instructions to cancel a PAP.

Other Transaction Disputes

If you have a problem regarding a Service completed using your Card, Credentials, or PIN, contact us. See Section 11: *How to Contact Us*.

After you report an unauthorized transaction, we will investigate the transaction. We may ask for documents. We may ask you for a signed written statement. You agree to assist us with the investigation of unauthorized transactions.

We may reimburse you for a transaction but then later determine that you authorized the transaction or otherwise were not eligible for reimbursement. In this case, we will reverse any reimbursed amounts. This means you will be responsible for the transaction. You must pay any interest and service charges if the reversal overdraws your Account.

If the problem is not resolved to your satisfaction, follow the process outlined in Section 11.2: *How do you contact us with complaints?*

Section 11 How to Contact Us

11.1 How do you contact us?

To contact us, use one of the following methods:

Contact Method	Details
In Person	Visit one of our branches
Online	td.com
EasyLine telephone banking	1-866-222-3456
Mail	You can mail us at any branch address or at the following address: P.O. Box 1 Toronto-Dominion Centre Toronto, Ontario M5K 1A2

11.2 How do you contact us with complaints?

If you are unhappy with a product or service, there are many ways to raise a complaint. Please follow the process set out below.

For complaints related to TD Investment Services Inc., TD Waterhouse Canada Inc. and TD Waterhouse Private Investment Counsel Inc., see our brochure, *Do You Have a Complaint?*. You can access this brochure at any of our branches or online at td.com.

Step 1: Voice Your Complaints

To tell us about your complaint, please use the contact information provided below:

Contact Method	Details
In Person	Visit one of our branches
Email	customer.service@td.com
Toll-Free Call	1-833-259-5980

Step 2: Escalate Your Complaints – TD

If your complaint remains unresolved, either of the following actions can happen:

- **Manager Takes Action:** A manager who is made aware of the issue will offer to escalate your problem to someone from senior management; or
- **You Take Action:** You can address your unresolved complaints by calling toll free to either a manager or a telephone banking specialist at 1-888-661-9029.

Step 3: Escalate Your Complaints – Senior Customer Complaints Office

If your complaint remains unresolved, you may contact the Senior Customer Complaints Office in any of the following ways:

Contact Method	Senior Customer Complaints Office Information
Email	td.secco@td.com
Toll-Free Call	1-888-361-0319
Mail	Attn: Senior Customer Complaints Office P.O. Box 1 Toronto-Dominion Centre Toronto, Ontario M5K 1A2

Step 4: Escalate Your Complaints – External Ombudsman

If you complete Steps 1 - 3 and your complaint remains unresolved, then you can contact the external ombudsman in the following ways:

Contact Method	External Ombudsman Information
Website	www.bankingombuds.ca
Email	contact@bankingombuds.ca
Toll-Free Call	1-800-941-3655
Mail	Ombuds Office (ADRBO) P.O. Box 1006 31 Adelaide Street East Toronto, Ontario M5C 2K4

Learn more about our complaint-handling procedures in our brochure, *Do You Have a Complaint?*. You can access this brochure at any of our branches or online at td.com.

Section 12 How To Contact The Financial Consumer Agency Of Canada (FCAC)

You can contact the FCAC with a complaint about a potential violation of any of the following:

- federal consumer protection laws;
- public commitments; and
- industry codes of conduct.

To do so, use the contact methods below:

Contact Method	FCAC Information
Website	fcac-acfc.gc.ca
Toll-Free Call	English: 1-866-461-3222 En français: 1-866-461-2232
Mail	6th Floor Enterprise Building 427 Laurier Avenue West Ottawa, Ontario K1R 1B9

The FCAC does not become involved in matters of redress or compensation. The FCAC does not become involved in matters involving a product or service which are not subject to the consumer provisions of the *Bank Act* (Canada). To address these matters, follow the process described above in Section 11: *How To Contact Us*.

Section 13 Glossary

See Section 1.5 for **Account**.

See Section 1.2 for **Account Information**.

See the Preamble for **Agreement**.

See Section 10.1 for **Biller**.

See Section 1.2 for **Biometrics**.

See Section 1.1 for **Card**.

See Section 2.6 for **Card Not Present Transaction**.

See Section 1.2 for **Credentials**.

See Section 1.1 for **CVV2**.

See Section 4.1 for **Debit Card Transactions**.

See Section 3.2 for **Device**.

See Section 1.4 for **EasyLine**.

See Section 3.3 for **Legal Representative**.

See the Preamble for **Other Terms**.

See Section 3.3 for **Passcodes**.

See Section 1.2 for **PIN**.

See Section 1.4 for **POS**.

See Section 2.7 for **Pre-Authorized Payments or PAPs**.

See Section 1.2 for **Security Code**.

See Section 1.3 for **Services**.

See the Preamble for **TD, we, our or us**.

See the Preamble for **TD Agreements**.

See Section 2.7 for **Visa Account Updater (VAU)**.

See the Preamble for **you, your or yourself**.

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This Digital Banking Agreement (this **Agreement**) is an important document. It applies to your use of Digital Banking and your Credentials.

Please read this Agreement carefully. Read it before you use Digital Banking.

This Agreement is between you and The Toronto-Dominion Bank.

You should read this Agreement along with any other agreement you have with us. This includes agreements for your Accounts or any other product or service. We refer to these other agreements as the **TD Agreements**. This Agreement does not replace any of the terms and conditions in the TD Agreements.

In this Agreement:

- **TD, we, our** or **us** each mean The Toronto-Dominion Bank and its affiliates; and
- **you, your** or **yourself** each mean you as an individual user of Digital Banking.

We define some terms in this Agreement. To find where terms are defined, see Section 13: *Glossary*.

Table of Contents

Section 1	Digital Banking and Services: What They Are17	and How to Access Them
Section 2	Additional Terms and Conditions for Some Services.....17	
Section 3	Credentials and Security.....22	
Section 4	Disclaimers and Liability for Losses or Damages.....23	
Section 5	Fees and Limits.....24	
Section 6	Communications and Notices.....24	
Section 7	Privacy.....24	
Section 8	Ownership.....24	
Section 9	Changes and Termination of this Agreement.....25	
Section 10	General Contractual Terms.....25	
Section 11	How to Contact Us.....26	
Section 12	How To Contact The Financial Consumer26	Agency Of Canada (FCAC)
Section 13	Glossary.....27	

Section 1 Digital Banking and Services: What They Are and How to Access Them

1.1 What is Digital Banking?

Digital Banking means:

- EasyWeb®, which is our online banking website, and
- the TD Apps.

These are the platforms you can use to access the Services.

TD Apps means:

- the TD app,
- the TD MySpend app, and
- the TD Authenticate app.

1.2 What are Services and Accounts?

Services means all the things that you can do using Digital Banking. For example, Services includes you transferring money out of your Accounts.

Services include you viewing your Account information on Digital Banking. Some Services are offered by us. Some may be offered by a third party, such as the *Interac*® verification service.

Account means any of your present and future personal accounts with us that you can access on Digital Banking. For example, your:

- chequing accounts,
- savings accounts,
- credit card accounts,
- lines of credit,
- loans,
- investment accounts,
- mutual funds accounts,
- multi-holding accounts,
- registered plans, and
- mortgages.

1.3 How can you login to Digital Banking?

You use your Credentials to login to Digital Banking. Some Devices restrict what you can view on Digital Banking. If you have such a Device, you may not be able to use all the Services. Some Services may only be available through EasyWeb or a TD App, but not both.

Your **Device** means any electronic device that:

- you use to access Digital Banking, or
- has the phone number that you registered in your security profile to receive Security Codes.

Some examples are computers, mobile phones, wearables, tablets, and telephones.

If you have trouble accessing Digital Banking, you can contact us. Please see Section 11: *How to Contact Us*.

1.4 Are you bound by Other Terms, in addition to this Agreement?

Yes. **Other Terms** are other terms or consents that apply to Digital Banking. We may display Other Terms on website pages or screens in Digital Banking. You must read these Other Terms. We might also ask you to agree to other terms that apply to Digital Banking in our branches or over the phone. If you use Digital Banking, these Other Terms also apply to your use of Digital Banking.

Section 2 Additional Terms and Conditions for Some Services

This Section tells you about the terms and conditions for the Services listed below. These terms and conditions are in addition to the rest of the terms and conditions in this Agreement.

2.1 Push Notifications

Push Notifications are notices that we send to your Device from the TD Apps you have downloaded. These are not text messages or emails. Push Notifications can be about things like:

- transactions,
- spending patterns,
- offers,
- alerts, or
- general information.

We may change the types of Push Notifications we make available.

The information in a Push Notification is only accurate at the time you receive it. It may not reflect pending transactions. It may not reflect the final amount of a transaction. Here's an example. We may post a security deposit for a car rental to your Account. We may then send you a Push Notification. After that, we may release or adjust this posting when the rental company releases the security deposit.

When will you receive Push Notifications and how can they be seen?

You can choose if you want to receive Push Notifications. You can turn Push Notifications on or off in the application TD App or the operating system of your Device. You may also be able to customize the type of Push Notifications you want to receive.

Push Notifications show up on the screen of your Device. They can be seen without any need for you to enter your Credentials or unlock your Device. This means that anyone who has or can see your Device can see them. If you turn on Push Notifications, you are responsible for the privacy of the information displayed. It is important to take care when using your Device. We are not responsible for any losses that may result from the disclosure of information in Push Notifications.

Can you use Push Notifications to verify your Account?

No. Push Notifications are not an official record. You must still review your Account statements or Account activity to verify your Account as required by your TD Agreements. You must not rely on information from Push Notifications to do so.

You must call us right away if you receive a Push Notification about a transaction that you don't recognize. Please see Section 11: *How to Contact Us*.

2.2 Location Sharing

What is Location Sharing?

We use **Location Sharing** to identify the physical location of the Device you use for Digital Banking. This helps us do things like:

- customize offers, reminders and information for you;
- market to you;
- help you find TD locations; and
- help protect your security and prevent fraud.

When will we use Location Sharing?

You can choose if you want to turn on Location Sharing. You don't have to. We won't turn it on without your consent.

You can adjust the settings in the operating system of your Device to turn on Location Sharing on or off. You can also choose how often you want to allow Location Sharing, such as:

- only once,
- only while you use the TD app,
- never, or
- always.

If you choose to have it always on, we may use your Location Sharing information when you are not using the TD app.

Location Sharing operates in the background on your Device. If you turn on Location Sharing, you consent to share the physical location of the Device you use for Digital Banking.

2.3 How can you use and access TD Mobile Deposit?

This Section applies when you use **TD Mobile Deposit**. This Service allows you to capture an Image of a Payment Instrument. You can then deposit the Payment Instrument to one of your eligible Accounts. We treat Payment Instruments deposited this way as though you made the deposit at an ATM or in our branches.

We are a member of Payments Canada. We follow Payments Canada rules for clearing and settling Payment Instruments in Canada. These rules allow us to exchange instruments electronically by using Images.

Image means digital images of the front and back of the original Payment Instrument.

Payment Instruments that are eligible for TD Mobile Deposit include:

- bank drafts;
- cheques;
- money orders; and
- any other items that we consider to be eligible from time to time.

Payment Instruments must be issued by, drawn on or payable through a Canadian financial institution.

What requirements apply to an Image?

When you capture an Image through TD Mobile Deposit, you must:

- include images of front and back of the original Payment Instrument;
- use the original of a Payment Instrument to capture the Image. Don't use digital or physical copies;
- make sure the Image is clearly legible; and
- make sure the Image contains complete and accurate information. The information on the Image must match what is on the Payment Instrument.

You agree that each Image you create using Digital Banking:

- is created by or on behalf of us;
- is created in accordance with applicable law;
- is an official image within the meaning of the *Bills of Exchange Act* (Canada); and
- will be used for all purposes as an eligible bill under the *Bills of Exchange Act* (Canada).

We call these the **Image Requirements**.

What requirements apply to Payment Instruments?

Each Payment Instrument you deposit through TD Mobile Deposit must:

- not be postdated (a payment for a future date);
- not be more than six months old except if it is issued by the federal government;
- not be a Payment Instrument that has already been deposited;
- be in Canadian dollars if you are depositing it into a Canadian dollar Account;
- be in U.S. dollars if you are depositing it into a U.S. dollar Account;
- be in a form that complies with all applicable laws. This includes the *Bills of Exchange Act* (Canada);
- be in a form that complies with Payments Canada by-laws, rules and standards;
- not have a stop payment order issued against it;
- be payable only to you if you are depositing it into an Account in your name only;
- be payable to you, your joint Account holder, or both, if you are depositing it into a joint Account; and
- not be payable to someone else, even if the Payment Instrument has been endorsed over to you.

You must not deposit a Payment Instrument if you know or suspect:

- it has been altered in any way;
- it is fraudulent; or
- there are insufficient funds to pay it.

We call these the **Payment Instrument Requirements**.

What must you do and not do when using TD Mobile Deposit?

You must meet the Image Requirements and Payment Instrument Requirements.

You can't permit anyone else to deposit Payment Instruments into your Account. You are responsible for all deposits made to your Account.

After you successfully deposit a Payment Instrument you must:

- write the date and the word "Deposited" on the front of the Payment Instrument right away,
- keep the Payment Instrument in a safe and secure place for 14 days, and
- destroy the Payment Instrument at the end of the 14-day period.

You must cooperate with us if we investigate any Payment Instrument.

You must give us any documents we ask for. We may ask for originals or copies of Payment Instruments. You will give them to us if you still have them. We may ask for any records you have that are related to our investigation.

Can we reject or return an Image or Payment Instrument?

Yes. We don't unconditionally accept an Image or Payment Instrument for deposit when you submit it.

We may reject or return any Image for any reason. For example, if it does not meet the Image Requirements. We are not responsible for any failure or delay in the processing of the Image.

If we accept an Image, we may still reject any Payment Instrument. For example, if it does not meet the Payment Instrument Requirements.

If we don't accept your Payment Instrument you may need to get a replacement. You will need to get it from the person who issued the Payment Instrument. If you do, you are responsible for any related costs.

If you can't use TD Mobile Deposit, you will need to find a different way to make your deposit. For example, at an ATM or in our branches.

What is our liability for losses or damages relating to TD Mobile Deposit?

We are not liable for any losses or damages except for direct damages caused by our fraudulent or negligent conduct. For example, we are not liable for losses or damages resulting from:

- a Payment Instrument not meeting the Payment Instrument Requirements,
- an Image not meeting the Image Requirements,
- a rejected or returned Payment Instrument,
- any delay in crediting any payment,
- the failure in processing any deposit,
- any errors you make when providing us information about the Payment Instrument, or
- any errors you make when you tell us where to deposit it.

When will your funds be available to you when you use TD Mobile Deposit?

Your funds may not be available to you right away.

By using TD Mobile Deposit, you agree to the hold periods set out in our About Our Accounts And Related Services document. This is available online at td.com and in our branches.

2.4 How can you access and use TD MySpend?

This Section applies to your use of TD MySpend. **TD MySpend** is a money management tool.

What is TD MySpend?

With TD MySpend, we collect and analyze data to help you track your spending and savings. We do this for each of your Accounts that we consider eligible for TD MySpend.

Accounts that are eligible include your Canadian dollar chequing, savings, and credit card Accounts. We may expand the types of Accounts that are eligible. When you open new eligible Accounts, they will be included in TD MySpend. You don't need to do anything to add them.

You can access and use some of the features of TD MySpend in the TD app. You can access and use more features of TD MySpend in the TD MySpend app.

Will you receive Push Notifications from the TD MySpend app?

You can choose if you want to receive Push Notifications. You don't have to. You can still use TD MySpend if you don't. For more information, see Section 2.1: *Push Notifications*.

Push Notifications can help you monitor your spending, savings and deposits. For example, we may send you Push Notifications when you make transfers or purchases, or receive a deposit.

Can you choose how you use TD MySpend?

Yes. There are preference settings in the TD MySpend app. You can use these preference settings to make choices. For example, you can disable the display of any of your MySpend Accounts. If you disable a MySpend Account, we will continue to collect and analyze transaction data from the disabled MySpend Account. You just won't see that

MySpend Account displayed.

Can joint Account holders and additional cardholders use TD MySpend?

Yes. Here's who can use TD MySpend.

Type of MySpend Account	Who can use TD MySpend and receive Push Notifications	What happens when one person disables an Account in TD MySpend?
TD joint chequing and savings Accounts	Each joint Account holder	Others can continue to use TD MySpend for the disabled Account
TD credit card Account	The primary cardholder and each additional cardholder	

You may contact us to remove a person from an Account. You may contact us to remove an additional cardholder. Until the change takes effect, the person you ask us to remove will be able to view the Account in TD MySpend.

Can you use TD MySpend to review your Account activity?

No. TD MySpend is not an official record. You must review your Account statements or Account activity to verify your Account as required by your TD Agreements. You must not rely on information from TD MySpend to do so.

2.5 How can you access and use Clari?

This Section applies to your use of our Clari chatbot (**Clari**).

What kind of questions can you ask Clari?

Clari is our helpful chatbot. You can find Clari in the TD app. Clari won't be able to answer every question you ask it. However, you can ask Clari things like:

- common banking questions,
- information about TD, or
- questions about your Accounts and spending. For example, Clari can answer questions about your spending in certain categories. Clari can also tell you about Account balances.

To answer questions about your Accounts and spending, Clari collects and analyzes your transaction data from each of your eligible Accounts. For example, your Canadian dollar chequing or savings accounts. We may expand the types of Accounts that are eligible. When you open new eligible Accounts, Clari will be able to answer questions about them. You don't need to do anything to add them.

You can stop using Clari at any time. Clari won't collect and analyze transaction data from your eligible Accounts when you don't ask Clari any questions.

Clari uses information about your Account to answer you. Clari doesn't use any other personal information to answer you. You must not tell Clari any of your personal information.

We may monitor or record your discussions with Clari. We do this for various purposes. These include:

- enhancing Clari;
- improving our customer service; and
- confirming Clari's discussions with you.

Is the information provided by Clari accurate?

Yes. However, the responses from Clari are accurate only at the time Clari responds to you. If you ask Clari about your Accounts, the response may not reflect pending transactions. The response may not always reflect the final amount of a transaction. Here's an example. We may post a security deposit for a car rental to your Account. After that, we may release or adjust this posting when the rental company releases

the security deposit.

Can joint Account holders and additional cardholders use Clari?

Yes. Here's who can use Clari.

Type of eligible Account	Who can use Clari	What happens when one person disables an Account in Clari?
TD joint chequing and savings Accounts	Each joint Account holder	No impact on ability of others to use Clari and receive information about that Account
TD credit card Account	The primary cardholder and each additional cardholder	

You may contact us to remove a person from an Account. You may contact us to remove an additional cardholder. Until the change takes effect, the person you ask us to remove will be able to receive information from Clari about that Account.

Can you use Clari to monitor your Account activity?

No. Clari is not an official record. You must review your Account statements or Account activity to verify your Account as required by your TD Agreements. You must not rely on information from Clari to do so.

2.6 How can you use and access TD For Me?

This Section applies to your use of TD For Me.

What is TD For Me?

TD For Me shares information and offers that we believe may interest you. TD For Me can share these with you either in the TD app, by Push Notification, or both. We share information such as:

- TD branch events;
- listings for community events;
- TD product and service information;
- insights about your activity with us;
- marketing offers and information; and
- other types of information we think you might be interested in.

You must not let anyone else accept offers you receive from TD For Me. You are responsible for all use of TD For Me on your Device.

Will you receive Push Notifications from TD For Me?

You can choose if you want to receive Push Notifications. You don't have to. You can still use TD For Me if you don't. For more information, see Section 2.1: *Push Notifications*.

If you choose to receive Push Notifications, we can send you more personalized information and offers.

You can set preferences for what types of information or offers you want to receive.

How does TD For Me use Location Sharing?

You can enable your Device to allow us to see its location. We do this to determine if you are near a place where we want to let you know about an offer, event, or other information that we believe may interest you. You don't have to. You can still use TD For Me if you don't. For more information, see Section 2.2: *Location Sharing*.

If you do turn it on, TD For Me will send you more personalized information and offers based on your location.

2.7 What terms and conditions apply to your use of the Interac e-Transfer® Service?

This Section applies when you use the **Interac e-Transfer Service**. In this Section we call transfers made this way **e-Transfer transactions**. e-Transfer transactions allow you to:

- send money;

- request money; and
- receive money.

e-Transfer transactions must be in Canadian funds. They can only be done to and from eligible accounts at participating Canadian financial institutions.

For more information about sending, receiving and requesting money and, where possible, cancelling or stopping an e-Transfer transaction, see:

- the tutorials located on our website, and
- the FAQ pages contained in Digital Banking.

What is Autodeposit?

Autodeposit is a feature of the *Interac* e-Transfer Service. A recipient can register for this service. Once registered, money sent to that recipient will be deposited into the recipient's account. The recipient won't need to answer a security question.

When is a security question needed to send or receive money?

A security question is not needed to send or receive money in these two situations:

- when the sender asks to send the money to someone who has activated Autodeposit; and
- when the sender asks to send the money to someone using the recipient's bank account information.

In all other cases, a security question is needed to send or receive money.

How do you create a secure security question?

Make sure the security question is one where only you and the recipient know the answer. The security question must not be a question where others know the answer or can look it up. For example, a question about who won a sports tournament. It must not be a question that has a limited number of answers. For example, where the answer is a day of the week.

Who will we pay the e-Transfer transaction to?

If the recipient has activated Autodeposit or the sender sent the money using the recipient's bank account information:

- the money is automatically deposited into the recipient's bank account, and
- the recipient doesn't need to answer a security question.

The transfer is final. It can't be revoked.

In all other cases, we will pay the e-Transfer transaction as follows. We will pay it to anyone who claims it as the recipient and correctly answers the security question. This is the case whether or not that person is the person you intended to receive the e-Transfer transaction.

What are your security responsibilities when using the Interac e-Transfer Service?

You must:

- make sure all information in the e-Transfer transaction is complete and accurate. This includes the correct name, email address, and/or mobile number of the recipient;
- provide your correct name, email address, and/or mobile number to your sender;
- know who you are sending the funds to, and for what purpose you are sending funds;
- obtain the recipient's consent to use their email address and/or mobile number to send or request money. Don't share that information with anyone else without the recipient's consent;
- create a secure security question. See *How do you create a secure security question?* above for more information on how to do this;
- not include the answer to the security question in any part of the e-Transfer transaction. For example, don't include the answer in the message field;
- not share the answer to the security question with anyone other than the intended recipient;

- not send the answer to the security question to the same email address or mobile phone number that you use to send the e-Transfer transaction;
- confirm the name displayed is the name of the person you intend to send the e-Transfer transaction to, when sending to a recipient that has enabled Autodeposit;
- cooperate with us if we investigate any e-Transfer transaction; and
- notify us right away if you suspect a problem. This includes if you suspect there has been any fraudulent or unauthorized activity. This also includes if you receive an e-Transfer transaction you don't recognize. In some sending situations you may be eligible for reimbursement.

What is your liability for losses or damages in connection with e-Transfer transactions?

See Section 4: *Disclaimers and Liability for Losses or Damages* for information about your liability.

In addition, some e-Transfer transactions that you receive may contain additional remittance details. These could be links to third party websites or content. Be mindful when clicking these links. You may incur losses or damages in connection with any additional remittance details received, accessed, or relied on by you. You are responsible for these losses or damages.

2.8 How can you access and use the *Interac* verification service?

This Section tells you about the *Interac* verification service. This is a digital identity service. Interac Corp., through its wholly-owned subsidiary 2859824 Ontario Limited (**Interac Corp.**) provide the *Interac* verification service, including the *Interac* verification service app. Any use of this Service is subject to the terms and conditions and privacy policy from Interac Corp.

The *Interac* verification service helps verify your digital identity. To do this, it uses personal information that you consent to share from participating organizations, like your financial institution. It shares that information with service providers you want to transact with. To learn more about how it works, visit:

<https://www.interac.ca/en/verification-service/>

Why is it important to protect your Credentials in connection with the *Interac* verification service?

The *Interac* verification service uses your Credentials. You must protect your Credentials and Device. If you don't, this could result in unauthorized access or use of this Service. This could cause you losses or damages. You are liable for any such losses or damages.

Your Credentials are able to be used automatically for this Service. If you don't want this, ask us to disable them. Please see Section 11: *How to Contact Us*.

Are there any other terms and conditions for the *Interac* verification service?

Yes. Interac Corp. is a third party that provides this Service to you. Terms and conditions set by Interac Corp. will apply to the Service. Interac Corp. provides these terms and conditions. You must comply with those terms and conditions.

What is our liability for losses or damages resulting from unauthorized access to the *Interac* verification service?

We are only liable for your direct losses or damages if and to the extent such loss or damage is caused by our fraudulent or negligent conduct. We are not responsible for any losses or damages relating to:

- your access or use, or inability to access or use, this Service, or
- the use or misuse of your Credentials by anyone to access or use this Service.

You agree to not bring any claim against us relating to the use of, or inability to use, this Service. Please refer to your agreement with Interac Corp. for more information on the limits of Interac Corp.'s liability to you.

2.9 Bill Payments

Can you make bill payments through Digital Banking?

Yes. You can make bill payments from some of your Accounts. Bill payments can be made to third party payees that accept these payments. Here's how it works. You provide us payment instructions. We then make payments based on your payment instructions. Bill payments can be initiated from your account immediately. They can also be scheduled for a future date to occur one-time or recurring. For example, set to occur weekly or monthly. We call any payment for a future date a **Scheduled Payment**.

You must make sure that all the information you give us is accurate and up to date. This includes your payment instructions and information on your bill profile. This includes:

- the name of the bill payee;
- the bill payee account number;
- the payment amount; and
- your name and address registered with us.

Payments we make based on your payment instructions may be final and irrevocable. This means we may not be able to retrieve funds that we send. This may be the case even if you notify us that there was an error in your payment instructions.

Different bill payees have different payment requirements. You must know what these are. It is your responsibility to meet them.

Will we always be able to process your payment instructions?

No. We may not make a payment, including a Scheduled Payment, if, at the time we go to make the payment based on your payment instructions:

- there are not enough funds in your Account. You must make sure there are sufficient funds throughout the day the payment is scheduled to be processed,
- you don't have enough available credit linked to your Account, or
- if your TD access card, bill profile or bill payee are not active. For example, if you deleted the bill payee from your bill profile.

We will make the Scheduled Payment based on the payment instructions as of the date we go to make the Scheduled Payment. You may want to make changes to your original payment instructions, such as the bill payee account number. If you do, make sure you make those changes before the date of the Scheduled Payment.

When will we process the payment instructions you give us?

We typically process payment instructions you give to us on a Regular Weekday right away. We will then deliver the payment to the bill payee on the next Regular Weekday. If you give us payment instructions on a Statutory Holiday or on a weekend, we will process the payment instructions on the next Regular Weekday. We will then deliver the payment to the bill payee on the subsequent Regular Weekday.

We will process payment instructions on the date of the Scheduled Payment. We will then deliver the payment to the bill payee on the next Regular Weekday. If the date of the Scheduled Payment is a Statutory Holiday or on a weekend, we will process the payment instructions on the next Regular Weekday. We will then deliver the payment to the bill payee on the subsequent Regular Weekday.

Regular Weekday means any day from Monday to Friday from 12:00 a.m. (EST) until 11:59 p.m. (EST). This does not include Statutory Holidays.

Statutory Holiday means a statutory holiday that we observe. You can learn which statutory holidays we observe on our website.

Your bill payee needs time to process the payment. We are not responsible for the processing of any payment by your bill payee. This includes how long it takes your bill payee to process the payment.

You must leave enough time between the date the payment is due and:

- the date you give us payment instructions, or
- the date on which you have asked us to make the Scheduled Payment.

You must pay any amounts charged by your bill payee. This includes any late fees and interest penalties. We are not liable for these charges.

Section 3 Credentials and Security

3.1 What are Credentials?

Credentials means anything you can use to access Digital Banking. We use Credentials to identify you. Credentials include:

- usernames;
- Device passcodes;
- passwords;
- one-time security codes that we give to you when you use two-step verification. We call these **Security Codes**;
- Biometrics;
- access cards, credit cards, or other cards that we issue to you. This includes the card information, such as the card number; and
- other information that you use to access Digital Banking.

When you login with your Credentials to Digital Banking, you may also get access to other TD applications and services without requiring us to validate your identity again.

3.2 What are Biometrics and how can you access and use them?

This Section applies when you use Biometrics to login to Digital Banking. **Biometrics** are ways to identify people based on their physical features. Some examples are electronic fingerprints and facial recognition.

You can choose to use Biometrics as a way for us to identify you. You must first enable Biometrics on your Device. You then turn on Biometrics in the TD app. This enables you to login to Digital Banking using Biometrics.

If you turn on Biometrics in the TD app, you must not store any other person's Biometrics on your Device. This is important because any Biometrics stored on your Device can be used to login to Digital Banking. This is the case even if the Biometrics are not your own.

You have security responsibilities when you turn on Biometrics in the TD app. You must:

- not add Biometrics to a Device you don't own;
- not add Biometrics to a Device that already has someone else's Biometrics stored on it;
- never permit anyone else to add or store Biometrics on your Device; and
- never share your Device passcode with anyone else. This could allow them to add Biometrics to your Device.

We use Device-related information and other information when you use the TD Apps. To understand how, please see Section 7: *Privacy*.

3.3 What are your security responsibilities?

You play the primary role in protecting your security when you use Digital Banking. This Section sets out your security responsibilities. You must fulfill all your security responsibilities. There could be consequences to you if you don't. Please see Section 4.2: *When will we reimburse you for monetary losses to your Account?*.

Your security responsibilities are described in this Section 3.3. They are:

Protecting your Device

You must:

- safeguard and protect each Device;
- take all reasonable precautions to prevent any other person from using your Device;
- never share any passcode for any Device;
- never share any Device you use to receive Security Codes;
- turn off show previews for text messages for any Device you receive Security Codes on;
- if the Device you use to receive Security Codes on is lost, misplaced or stolen, remove that Device from your security profile on Digital Banking;

- never leave your Device unattended while you are logged-in to Digital Banking;
- log out after each Digital Banking session to prevent unauthorized access;
- avoid using public wifi to access Digital Banking. This creates added risk that your information could be accessed by a third party;
- make sure your browser and operating system are up to date;
- only install software from trustworthy companies;
- only install mobile apps from your Device's app store;
- delete any TD Apps and Credentials stored on your Device before selling, giving away or disposing of your Device. This includes Biometrics;
- be wary of using your Device to click on links you don't recognize. They can be sources of malware; and
- put in place and maintain security measures for Devices. Security measures may include:
 - up-to-date virus scanning software;
 - anti-spyware programs;
 - firewall systems; or
 - passcode locks.

Protecting your Credentials and Communications

You must:

- safeguard and protect your Credentials;
- take all necessary precautions to prevent any other person from seeing or using your Credentials. Watch out for people looking over your shoulder to learn your Credentials;
- choose Credentials that are unique and not easy for others to guess;
- memorize Credentials (other than Biometrics stored on your Device);
- never share passwords for email accounts that you use to manage or access Digital Banking or Services;
- never store any communications from us in a place where others can see them;
- never create Credentials that are the same as your username;
- never create Credentials that are the same as the personal identification number you use with any card that was issued to you; and
- never disclose your Credentials to anyone. This includes to:
 - a family member;
 - a friend;
 - a financial institution;
 - a Legal Representative; or
 - a public official (or anyone claiming to be a public official);unless you are required to disclose by law.

A TD employee won't ask for your Credentials unless you need to disclose your card number or username to identify yourself. You should call us if someone claiming to be a TD employee contacts you and asks you to disclose your Credentials.

Legal Representative means:

- any person named as such in a power of attorney for property and, in Quebec, any person named as a mandatary in a mandate,
- a committee of estate,
- an estate representative,
- a legal guardian and, in Quebec, a tutor, or
- any other person recognized as your legal representative under applicable law or by a court order.

Your Credentials can be used to access other accounts or services you may have with us or with a third party. If you don't keep your Credentials safe, you could suffer losses to these other accounts. You will be liable for these losses, subject to applicable law.

When you send money

When you send money, you must know who you are sending money to, and for what purpose. If you notify us that you sent money to someone

you know or suspect may have engaged in fraud in order to induce you to send the money, we may try to retrieve that money. We may not be able to.

Biometrics

You have more security responsibilities if you turn on Biometrics in the TD app. These are set out in Section 3.2: *What are Biometrics and how can you access and use them?*.

Interac e-Transfer Service

You have more security responsibilities when using the *Interac* e-Transfer Service. These are set out in Section 2.7: *What terms and conditions apply to your use of the Interac e-Transfer Service?*.

Additional security responsibilities

From time to time, we may ask you to comply with additional security responsibilities. We may do this to protect your Account or Credentials. We may do this to prevent or resolve new security threats. We may make these requests in the course of an investigation or at other times. You must comply with these additional security responsibilities.

This Agreement, other TD Agreements and Other Terms

You must do everything else we ask you to in this Agreement. This includes anything related to protection of your information, Credentials, Accounts, and communications.

You must also meet all of your security responsibilities in other TD Agreements and Other Terms. This includes security responsibilities related to you:

- Credentials,
- Device,
- Accounts,
- obligations to notify us, and
- duty to review your monthly statements or Account activity so you can tell us about any errors or omissions within a certain time.

Notifying us

You must notify us right away if you know or suspect that:

- someone else knows or has used your Credentials. You must also change your Credentials right away if you know, or you suspect, that they have been used by someone else;
- there has been unauthorized activity or fraud on your Account;
- any Device has been lost, stolen, compromised or misused;
- the passcode for any Device has become known to someone else;
- you failed to comply with any of your security responsibilities;
- you sent money to someone who may have engaged in fraud in order to induce you to send the money;
- a change has been made to your Account or Credentials that you did not initiate;
- communications from us are lost, stolen or are at risk of being used in an unauthorized manner;
- you haven't received expected communications from us; or
- someone other than your intended recipient of an e-Transfer transaction has claimed it.

To notify us, call us. Please see Section 11: *How to Contact Us* to find the phone number.

When you notify us, we may block or restrict your access and use of Digital Banking. We may also block or restrict your Credentials or your Accounts. We will also decide whether you or we need to:

- reset your Credentials, or
- take any other action.

Section 4 Disclaimers and Liability for Losses or Damages

4.1 What disclaimers and warranties apply to Digital Banking?

We provide Digital Banking for your use only. We make no express or implied warranties or representations of any kind. We and our agents don't represent or warrant that Digital Banking and the Services will:

- be error free;
- be provided on an uninterrupted basis;

- operate without delays, difficulties, defects, or incompatibilities;
- not contain deficiencies, or that we can correct and find all deficiencies; or
- be free of viruses, malicious or disabling code or other harmful components.

This Section does not affect any warranties that can't be waived, excluded or restricted under applicable law.

4.2 When will we reimburse you for monetary losses to your Account?

You are responsible for everything you or anyone else does using your Credentials. This includes all actions, transactions and activity on, and related to, your Account.

However, we will reimburse you for monetary losses to your Account directly resulting from a transaction that was done through Digital Banking where we complete an investigation and determine that all of these things are true:

- you complied with all of your security responsibilities in Section 3.3: *What are your security responsibilities?*. This includes your responsibilities to notify us;
- someone other than you carried out the transaction;
- you did not benefit from the transaction;
- you did not engage in any fraudulent, criminal, or dishonest acts related to the transaction;
- you did not consent to, contribute to or authorize the transaction in any way; and
- you fully cooperated with us in the investigation related to the transaction.

4.3 How do we limit our liability for any loss or damage?

We are not responsible for any losses or damages, including losses or damages resulting from:

- your failure to do something, including a failure to meet your responsibilities under this Agreement;
- any failure, error, malfunction, misuse or delay of Digital Banking caused by a third party;
- any failure, error, malfunction, misuse or delay of any Service caused by a third party;
- any other failure, error or delay by a third party;
- any circumstances beyond our reasonable control;
- the suspension or discontinuation of Digital Banking;
- the suspension or discontinuation of any Service;
- any Service that is provided by a third party. That third party's liability may be limited under their terms and conditions with you. Those third parties are not our agents, representatives, associates, or intermediaries;
- your inability to use Digital Banking for any reason;
- your inability to use any Service for any reason;
- any third party content you access after leaving Digital Banking;
- a third party not delivering or discontinuing a Service provided to you;
- a third party changing the terms and conditions of a Service provided to you; or
- a third party breaching the terms and conditions of a Service provided to you.

There are exceptions to this limitation of liability. We may be liable for monetary losses to your Account:

- if, and to the extent, they were caused by our fraudulent or negligent conduct;
- if they result from any failure, error, malfunction or technical problem of our systems or equipment when delivering Digital Banking that is not otherwise excluded from our liability;
- that occur after you notify us that someone else knows or has used your Credentials; and
- when we determine that you are eligible for a reimbursement under Section 4.2: *When will we Reimburse you for Monetary Losses to your Account?*.

Our liability is limited to monetary losses to your Account. This is the case even if we have been advised of the possibility that you may suffer other types of loss or damages.

Section 5 Fees and Limits

5.1 Do we charge fees for Digital Banking?

No. We don't charge you any fees for using Digital Banking. However, we do charge for some transactions you make or things you do using Digital Banking. This is set out in:

- our *About Our Accounts and Related Services* document, and
- our *General List of Services and Fees* document.

You can find these documents in our branches and at td.com. We can change what we charge from time to time.

You may have to pay fees to others when you use Digital Banking. For example:

- fees for using the Internet;
- wireless carrier message and data rates; and
- fees to other financial institutions.

5.2 Are there any dollar limits that apply to Digital Banking?

Yes. We may set dollar limits for Digital Banking. For example, the amount you can transfer in a day. Or the amount of funds you can deposit in a day. It is your responsibility to know your limits. You can find your limits through Digital Banking or by contacting us. Please see Section 11: *How to Contact Us*.

If you try to go over your limits, we may reject the transaction. If we allow you to go over your limits, we don't have to allow you to do so again.

We may change these limits at any time, without notice to you.

Section 6 Communications and Notices

6.1 How do we manage electronic or other communications?

When may we communicate with you?

We may communicate with you about any matter. This includes matters relating to Digital Banking or this Agreement. This includes contacting you about suspected fraud or suspicious activity. We can do this at any time.

How may we communicate with you?

We can communicate with you by any method we choose. This includes when we send you any notices, changes to this Agreement, messages, alerts, or documents.

We may use electronic means such as:

- EasyWeb;
- the TD Apps;
- telephone;
- email;
- text message; or
- any other electronic delivery method.

We won't use those methods when the law requires us to communicate with you in another way.

What are your obligations when we communicate with you?

Make sure you read and save any communications we send to you. You should store them safely.

Contact us right away if you:

- don't receive expected communications from us;
- can't access communications from us;
- know or suspect that communications from us are lost, stolen; or
- know or suspect that communications from us are at risk of being used in an unauthorized manner.

Please see Section 11: *How to Contact Us*.

What address will we use to communicate with you?

We will use the information we have on file for you.

You must update your profile or contact us right away if you have any changes to your:

- email;
- mailing address;
- name; or
- other contact information you gave us, such as your phone number.

Can you communicate with us using unsecure methods?

Don't send us confidential or personal information in ways that are potentially unsecure. This includes your access card number or account numbers. Unencrypted communications such as texts, email, and faxes are unsecure. So is paper mail. If you need to tell us this kind of information, please call us.

If you do communicate with us using unsecure methods, we are not responsible if:

- your message is altered;
- your message is lost;
- we don't receive your message; or
- someone else sees and uses your information.

6.2 What if there is a conflict between your records of Digital Banking activities and ours?

We may keep records of your activities in Digital Banking. Unless there is an obvious error, if there is a conflict between our records and your records, our records will be considered correct and binding.

6.3 How do we manage your instructions?

We assume that instructions given using your Credentials come from you. We will rely on them. While we may try to verify that it was you who gave the instructions, we don't have to. We may also delay acting or refuse to act on those instructions.

Section 7 Privacy

At the time you ask to begin a relationship with us and during the course of our relationship, we may:

- share your information with our world-wide affiliates; and
- collect, use and disclose your information

as described in the Privacy Agreement, the Privacy Code, the Online Privacy Code, and the Mobile Apps Privacy Code.

Section 8 Ownership

8.1 How do we protect our intellectual property?

We grant to you a license to access and use Digital Banking and the Services on a Device that you own or control. This license is limited, revocable, non-transferable, and non-exclusive. We can terminate this license at any time.

As between you and us, we have ownership of Digital Banking and the Services. We don't own Services provided by a third party.

You won't do any of these things with Digital Banking or any Service, and you won't try to:

- rent, lease, lend, sell, redistribute or sublicense any of them;
- modify, decompile, reverse engineer, disassemble, derive the source code of, or create derivative works of any of them; or
- use them for any purpose that is illegal, fraudulent or infringes another person's rights.

We or a third party may impose any other obligations relating to your use of Digital Banking and the Services. You must comply with them. Third parties include the app store provider, your Device provider and your wireless carrier.

8.2 What hardware, software and systems do you need for Digital Banking?

To use Digital Banking, you need to have:

- access to the Internet;
- a Device that our websites and the TD Apps support; and
- a Device that has not been changed from the manufacturer's specifications.

We are not responsible for what you may need to use Digital Banking. This includes hardware, operating systems and software.

To use the TD Apps, you must download the version that is appropriate for your Device. You get the TD Apps from an app store provider. The app store provider and its affiliates:

- are not liable to you for the distribution, use, performance or non-performance of the TD Apps;
- don't have to provide any maintenance or support services to you for the TD Apps;
- are not responsible for any loss or damages you may have relating to any Service or your possession or use of any TD App. This includes losses or damages relating to product liability claims or our failure to comply with applicable law;
- are not responsible for any claims that any TD App infringes any person's intellectual property rights; and
- are not responsible for any claims that your possession or use of any TD App infringes any person's intellectual property rights.

Certain entities are third party beneficiaries to this Section. They are the app store provider and its affiliates, and the wireless carrier. This means they have rights under this Section against you.

Section 9 Changes and Termination of this Agreement

9.1 Can we make changes to Digital Banking or a Service?

Yes. We may decide to change, replace, add or remove any part of Digital Banking or any Service at any time. In that case, certain Services may no longer be available to you.

We may update parts or features of Digital Banking.

After we do, you may need to make changes to your Device. For example, you may need to update your Internet browsers or the operating system of your Device.

9.2 Can we make changes to this Agreement?

Yes. At any time, we may decide to change, replace, add or remove any Section of this Agreement. This includes:

- Digital Banking and Services: What They Are and How to Access Them;
- Additional Terms and Conditions for Some Services;
- Credentials and Security;
- Disclaimers and Liability for Losses or Damages;
- Fees and Limits;
- Communications and Notices;
- Privacy;
- Ownership;
- Changes and Termination of this Agreement;
- General Contractual Terms;
- How to Contact Us;
- How to Contact the Financial Consumer Agency of Canada (FCAC); and
- Glossary.

Notifying you

If we make any of these changes, we will notify you in writing. We will notify you at least 30 days before the change is in effect. We will write the notice clearly and legibly. We may deliver this notice electronically or any other way we choose. The notice will provide you with the following details:

- the original clause and its rewritten version, or only the new clause;
- the date when the change will come into effect; and

- an option to cancel this Agreement without cost or penalty if you don't want to accept the change.

If you don't want to accept the changes, you can choose to cancel this Agreement. You can cancel without cost, penalty or cancellation indemnity. To do so, you must notify us no later than 30 days after the change comes into effect. Use the contact information provided in Section 11: *How To Contact Us*.

Once you notify us, we will end your access to Digital Banking. You will no longer be able to use Digital Banking.

If you cancel this Agreement, you will still be responsible for all your obligations under:

- any TD Agreements and Other Terms; and
- this Agreement.

9.3 When can we restrict your access to Digital Banking or cancel this Agreement or your Credentials?

At any time and for any reason, we may:

- cancel your Credentials,
- cancel this Agreement, and/or
- restrict your access to Digital Banking.

We don't have to notify you unless required by law. If we do any of these things, you will still be responsible for all your obligations under:

- any TD Agreements and Other Terms; and
- this Agreement.

9.4 What do you need to do if you no longer want to use Digital Banking?

You may stop using Digital Banking at any time. You can uninstall the TD Apps at any time. If you have chosen to receive online statements or documents, you must change those settings to paper. You should do this before you stop using Digital Banking. You must review your Account statements or Account activity as required by your TD Agreements.

Some Services may continue even if you stop using Digital Banking. For example, if you have set up any Scheduled Payments. We will continue to make them unless you tell us not to.

If you want to end your access to Digital Banking, you need to notify us. Please see Section 11: *How to Contact Us*.

We don't charge any cost or penalty to end your access to Digital Banking.

If you end your access to Digital Banking, you will still be responsible for all your obligations under:

- any TD Agreements and Other Terms; and
- this Agreement.

Section 10 General Contractual Terms

10.1 What law governs this Agreement?

This Agreement is governed by applicable federal laws and the applicable laws of the province or territory in Canada where you reside. If you don't reside in Canada, applicable federal laws and the applicable laws of the Province of Ontario will govern.

If we ever disagree about anything in this Agreement and we have to go to court, it will be a court in the province or territory in Canada where you reside. If you don't reside in Canada, it will be an Ontario court.

10.2 Does this Agreement replace your other TD Agreements, and the Other Terms?

No. This Agreement is in addition to TD Agreements and any Other Terms. This Agreement doesn't change or replace them.

10.3 Can you use Digital Banking outside of Canada?

Yes, you may be able to. However, you might not be able to use or get the benefit of all aspects of Digital Banking.

10.4 What if we don't act right away if you breach this Agreement?

All Sections of this Agreement will remain valid and unchanged. We also reserve our right to act on that breach or any similar breach at a later date. Any action or omission by us does not mean that we have waived or changed this Agreement.

10.5 What happens if part of this Agreement is invalid?

A court may find any portion of a Section or this Agreement (or both) invalid or unenforceable. If they do, the remainder of the Section or this Agreement will remain valid.

10.6 Who is bound by this Agreement?

This Agreement is binding upon and benefits:

- us and our successors;
- anyone we transfer, sell or assign this Agreement to; and
- you.

10.7 What language will be used?

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

10.8 Who is responsible for disputes with merchants or bill payees?

We are not responsible for any disputes you have with a merchant or a bill payee. If you have such a dispute, you must settle it directly with the merchant or bill payee. Examples of these problems include the following:

- the merchant not providing you with any goods or services you paid for;
- any goods or services don't suit you or are of poor quality;
- problems relating to any merchandise returns; or
- if a merchant or bill payee:
 - does not give you a credit for a bill payment, or
 - imposes any additional charges.

Section 11 How to Contact Us

11.1 How do you contact us?

To contact us, use one of the following methods:

Contact Method	Details
In Person	Visit one of our branches
Online	td.com
EasyLine telephone banking	1-866-222-3456
Mail	You can mail us at any branch address or at the following address: P.O. Box 1 Toronto-Dominion Centre Toronto, Ontario M5K 1A2

11.2 How do you contact us with complaints?

If you are unhappy with a product or service, there are many ways to raise a complaint. Please follow the process set out below. For complaints related to TD Investment Services Inc., TD Waterhouse Canada Inc. and TD Waterhouse Private Investment Counsel Inc., see our brochure, *Do You Have a Complaint?*. You can access this brochure at any of our branches or online at td.com.

Step 1: Voice Your Complaints

To tell us about your complaint, please use the contact information provided below:

Contact Method	Details
In Person	Visit one of our branches
Email	customer.service@td.com
Toll-Free Call	1-833-259-5980

Step 2: Escalate Your Complaints – TD

If your complaint remains unresolved, either of the following actions can happen:

- **Manager Takes Action:** A manager who is made aware of the issue will offer to escalate your problem to someone from senior management; or
- **You Take Action:** You can address your unresolved complaints by calling toll free to either a manager or a telephone banking specialist at 1-888-661-9029.

Step 3: Escalate Your Complaints – Senior Customer Complaints Office

If your complaint remains unresolved, you may contact the Senior Customer Complaints Office in any of the following ways:

Contact Method	Senior Customer Complaints Office Information
Email	td.scco@td.com
Toll-Free Call	1-888-361-0319
Mail	Attn: Senior Customer Complaints Office P.O. Box 1 Toronto-Dominion Centre Toronto, Ontario M5K 1A2

Step 4: Escalate Your Complaints – External Ombudsman

If you complete Steps 1 - 3 and your complaint remains unresolved, then you can contact the external ombudsman in the following ways:

Contact Method	External Ombudsman Information
Website	www.bankingombuds.ca
Email	contact@bankingombuds.ca
Toll-Free Call	1-800-941-3655
Mail	Ombuds Office (ADRBO) P.O. Box 1006 31 Adelaide Street East Toronto, Ontario M5C 2K4

Learn more about our complaint-handling procedures in our brochure, *Do You Have a Complaint?*. You can access this brochure at any of our branches or online at td.com.

Section 12 How To Contact The Financial Consumer Agency Of Canada (FCAC)

You can contact the FCAC with a complaint about a potential violation of any of the following:

- federal consumer protection laws;
- public commitments; and
- industry codes of conduct.

To do so, use the contact methods below:

Contact Method	FCAC Information
Website	fcac-acfc.gc.ca
Toll-Free Call	English: 1-866-461-3222 En français: 1-866-461-2232
Mail	6th Floor Enterprise Building 427 Laurier Avenue West Ottawa, Ontario K1R 1B9

The FCAC does not become involved in matters of redress or compensation. The FCAC does not become involved in matters involving a product or service which are not subject to the consumer provisions of the *Bank Act* (Canada). To address these matters, follow the process described above in Section 11: *How To Contact Us*.

Section 13 Glossary

See Section 1.2 for **Account**.
See the Preamble for **Agreement**.
See Section 2.7 for **Autodeposit**.
See Section 2.5 for **Clari**.
See Section 3.1 for **Credentials**.
See Section 1.3 for **Device**.
See Section 1.1 for **Digital Banking**.
See Section 2.7 for **e-Transfer Transaction**.
See Section 2.3 for **Image**.
See Section 2.3 for **Image Requirements**.
See Section 2.8 for **Interac Corp**.
See Section 2.7 for **Interac e-Transfer Service**.
See Section 3.3 for **Legal Representative**.
See Section 2.2 for **Location Sharing**.
See Section 1.4 for **Other Terms**.
See Section 2.3 for **Payment Instrument**.
See Section 2.3 for **Payment Instrument Requirements**.
See Section 2.1 for **Push Notifications**.
See Section 2.9 for **Regular Weekday**.
See Section 2.9 for **Scheduled Payments**.
See Section 3.1 for **Security Codes**.
See Section 1.2 for **Services**.
See Section 2.9 for **Statutory Holiday**.
See the Preamble for **TD, we, our or us**.
See the Preamble for **TD Agreements**.
See Section 1.1 for **TD Apps**.
See Section 2.6 for **TD For Me**.
See Section 2.3 for **TD Mobile Deposit**.
See Section 2.4 for **TD MySpend**.
See the Preamble for **You, your or yourself**.

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