



# Terms of Use

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These website terms of use (these "Terms") govern your access to and use of the Site. These Terms constitute an agreement between any person who accesses or uses the Site ("you" or "your") and TD Bank, N.A. ("Bank," "TD Bank," "we," or "us"). This Site is not intended for children under 13 years of age. If you are under the age of 13, you should not visit this Site.

**BY ACCESSING THE SITE, YOU AGREE TO THESE TERMS.** If you do not agree with these Terms, do not access this Site.

**THESE TERMS ARE SUBJECT TO CHANGE.** Any changes will be incorporated into these Terms posted to this Site from time to time. Your access to or use of the Site after such a change means you agree to the revised terms.

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**How Do We Collect and Use Information About Your Site Use?** Your use of this Site, and our collection and use of your information, is subject to our Online Privacy Code and Privacy Notice(s) provided on the Site. By accessing or using the Site, you understand and agree that we may collect, use, retain, and share personal or other information about you or the device you use to access the Site.

**Can You Submit or Post Information through or on the Site?** We may, at our sole discretion, provide functionality through the Site that allows you to provide us information or materials, as well as, post comments or other items regarding our products and

services, including feedback data, suggestions, and questions (collectively, "Submissions"). You must be eighteen (18) years old to use Submissions.

**What Restrictions Apply to Submissions?** Unless otherwise instructed by us, you will not use Submissions to submit or post any personal information about yourself or third parties (e.g. addresses, phone numbers, email addresses, or financial information, such as account numbers). You will also not use Submissions to submit or post: (1) any abusive, defamatory, dishonest, or obscene information; (2) any materials that are deemed to contain advertisements, "spam," or links to third party sites; or (3) third party materials or infringing materials. Doing so may result in the termination of your ability to use Submissions or the Site. We reserve the right, in our sole discretion and without notice, to remove Submissions that do not adhere to these Terms.

**What Happens to Your Submissions?** Any Submissions you provide shall become property of TD Bank, and you hereby assign and transfer all your rights in your Submissions to TD Bank. Your Submissions, and our collection and use of your Submissions, are subject to our Online Privacy Code and Privacy Notice(s) provided on the Site. We shall have no additional obligations with respect to such Submissions and shall be free to use Submissions in any way and for any purpose.

In the event the above transfer of ownership rights in a Submission to TD Bank fails for any reason, you hereby grant to TD Bank a non-exclusive, worldwide, perpetual, irrevocable, fully paid-up, royalty free, fully sub-licensable and transferrable right and license:

- a) to reproduce, use, disclose, exhibit, publish, display, transform, modify, create derivative works and distribute the Submission to others without limitation and without accounting to you in any way, including without limitation use in commerce or in marketing or advertising; and
- b) to use any ideas, concepts, know-how, or techniques contained in such Submission for any purpose whatsoever and without accounting to you any way, including but not limited to for developing, manufacturing, and marketing products or services incorporating such Submission.

You agree to waive any applicable moral rights contained in your Submissions.

**What if We Respond to Your Submissions through the Site?** We may, at our sole discretion, provide and use functionality through the Site that allows us to respond to your Submissions, including in message boards or live interactive chat (collectively, "Responses"). Nothing we communicate in a Response will be considered a legal agreement, representation, or warranty of any kind including but not limited as to our products, services, processes, decisions, or response times.

**What about Links to Other Sites?** Links to non-TD Bank sites ("Linked Sites") are provided solely as a convenience to you, and we have no control over the content of such Linked Sites. We make no warranties, either express or implied, concerning the content of Linked Sites, including the accuracy, completeness, reliability or suitability thereof for any particular purpose. We also do not warrant that Linked Sites or their content are free from any claims of copyright, trademark or other infringement of the rights of third parties or that such sites or content are devoid of viruses or other contamination. Links to non-TD Bank sites do not imply any endorsement of or responsibility for the opinions, ideas, products, information or services offered at such sites, or any representation regarding the content at such sites. Linked Sites may have different terms, privacy policies, and security. You should independently review the Linked Sites' terms, policies, and security to determine whether they are acceptable to you.

**Who Can Use the Site?** In order to use the Site, you agree, represent, and warrant the following:

- You are at least 13 years old (for all purposes);
- You are at least the legal age required for certain products and services (as defined in the additional terms for such product or service);
- You are not on any U.S. Government list of prohibited or restricted parties; and
- You are not attempting to access to the Site from any country under sanctions by the Office of Foreign Assets Control (OFAC).

**Note:** Information regarding which countries are under sanctions may be obtained on the U.S. Department of the Treasury website. Any attempt to log on to the Site from one of these countries may result in your access being restricted and/or terminated.

**What Restrictions Apply to Your Use of the Site?** We want our Site to be as open and inclusive as possible, but we also want it to be safe, secure, and in accordance with the law. So, except as otherwise expressly provided in these Terms, you agree to the following:

- **No Copying, Sublicensing, or Exercising Any Right Not Given.** You will not copy, reproduce, republish, upload, post, publicly display, encode, translate, transmit, or distribute in any way, including "mirroring", to any other computer, server, website or other medium any part of the Site for any reason without TD Bank's express prior written consent. Additionally, you will not sublicense or otherwise transfer any rights you may have under these Terms. TD Bank does not grant you any rights to the Site except for those that are expressly granted in these Terms.
- **No Reverse-Engineering or Unintended Use.** You will not decompile, reverse engineer, disassemble, attempt to derive the source code of, or modify any portion of the Site, or use the Site to develop similar functionality. Additionally, you will not use any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy, or monitor any portion of the Site, or in any way reproduce or circumvent the navigational structure or presentation of the Site, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Site. We reserve the right to bar any such activity.
- **No Unauthorized Access.** You will not attempt to gain unauthorized access to any portion or feature of the Site, or any other systems or networks connected to the Site or to any TD Bank server, by hacking, password "mining," or any other means.
- **No Vulnerability Testing.** You will not probe, scan or test the vulnerability of the Site or any network connected to the Site, nor breach the security or authentication measures on the Site or any network connected to the Site.
- **No Visitor Tracking or Access to Others' Information.** You will not reverse look-up, trace or seek to trace any information on any other user of or visitor to the Site, or any other customer of TD Bank, including any TD Bank account not owned by you, to its source, or exploit the Site or any Service made available or offered by or through the Site, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided for by the Site.
- **No Unreasonable System Load.** You will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Site or TD Bank's systems or networks, or any systems or networks connected to the Site or to TD Bank.

- **No Interference with Proper Operation.** You will not use any device, software, routine, or other action to interfere or attempt to interfere with the proper working of the Site or any transaction being conducted on the Site, or with any other person's use of the Site. You will not use the Site in any way that is likely to result in retaliation against TD Bank.
- **No Disguise or Impersonation of Identity.** You will not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal you send to TD Bank or others on or through the Site. You will not pretend that you are, or that you represent, someone else, or impersonate any other individual or entity.
- **No Unlawful or Otherwise Prohibited Use.** You will not use the Site for any purpose that is unlawful or prohibited by these Terms, or to solicit the performance of any illegal activity or other activity which infringes the rights of TD Bank or others. You will not use the Site in any way that violates any applicable federal, state, local, or international law or regulation.

**What Geographic and Other Limitations Apply to the Site?** Some aspects and functionality of the Site may not be available in all geographic areas. Additionally, without limiting any other provisions of these Terms, we reserve the right to deny access to any aspect of the Site if: your requested access or action is subject to legal process or other encumbrance restricting the action; you do not give proper, complete or correct instructions for the applicable product or Service, or you do not follow the procedures in this or any other agreement with us for requesting the product or Service; or we have reason to believe that you or someone else is using the Site in violation of these Terms.

**What May Disrupt the Site Availability and Who is Responsible?** Access to and use of the Site may from time to time be delayed, interrupted, or unavailable due to, among other things:

- Hardware failure, including failures of computers (including your own computer), servers, networks, telecommunication lines and connections, and other electronic and mechanical equipment;
- Software failure, including bugs, errors, viruses, configuration problems, incompatibility of systems, utilities or applications, the operation of firewalls or screening programs, unreadable codes, or irregularities within particular documents or other content;
- Overload of system capacities;
- Cyber-attack, including the introduction of malicious code by a third-party;
- Severe weather, earthquake, war, insurrection, riot, civil commotion, terrorism, act of God, accident, fire, water damage, explosion, mechanical breakdown, or natural disaster;
- Interruption (whether partial or total) of utility service, including power supplies;
- Stoppage (whether partial or total) of labor, including strike;
- Legal, regulatory, or governmental restrictions, including exchange rulings, court or tribunal orders, or other human intervention; or
- Any other cause whatsoever beyond the control of TD Bank (whether similar or dissimilar to any of the foregoing).

We shall not be liable for any claim arising from or related to any such delay, interruption or unavailability of the Site, for whatever reason. In the event of service disruption, your data may be lost or destroyed. Any Site action(s) that you initiated, were in the process of completing, or completed shortly before a system failure or interruption should be verified by you through means other than the Site to ensure the accuracy and completeness of

such action(s). You assume the risk of loss of your data during any system failure or interruption and the responsibility to verify the accuracy and completeness of any transaction(s) so affected.

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**Conflicts, Severability, and Waiver.** These Terms are subject to any other agreements you have entered into with TD Bank, N.A. If any provision of these Terms is held invalid or unenforceable, the remaining provisions shall be unimpaired and the unenforceable provision will be deemed to be restated to reflect as nearly as possible the original intention underlying the unenforceable provision. We can delay enforcing any of our rights under these Terms or in connection with the Site without losing them. We will not be deemed to have waived any of our rights under these Terms unless such waiver is in writing and signed by us. A waiver on any one occasion shall not be construed as a bar or waiver of any rights on future occasions.

**Governing Law and Remedies.** These Terms and their enforcement shall be governed by the laws of the United States and the laws of the State of Delaware, without regard to its conflicts of law or choice of law provisions. We reserve the right to seek all remedies at law and in equity for violations of these Terms, including the right to block access from a particular internet address to the Site.