

**TD Canada Trust**

# **TD Privacy Agreement**



# TD Privacy and Personal Information Protection Notice

In this Privacy Agreement, the words “you” and “your” mean any person, or that person’s authorized representative, who has requested from us, or offered to provide a guarantee for, any product, service or account offered by us in Canada. The words “we”, “us” and “our” mean TD Bank Group (“TD”). TD includes The Toronto-Dominion Bank and its world-wide affiliates, which provide deposit, investment, loan, securities, trust, insurance and other products or services. The word “Information” means personal, financial and other details about you that you provide to us and we obtain from others outside TD, including through the products and services you use.

You acknowledge, authorize and agree as follows:

## **Collecting and Using Your Information**

At the time you request to begin a relationship with us and during the course of our relationship, we may collect Information including:

- Details about you and your background, including your name, address, contact information, date of birth, occupation and other identification;
- Records that reflect your dealings with and through us;
- Your preferences and activities.

This Information may be collected from you and from sources within or outside TD, including from:

- Government agencies and registries, law enforcement authorities and public records;
- Credit reporting agencies;
- Other financial or lending institutions;
- Organizations with whom you make arrangements, other service providers or agents, including payment card networks;

- References or other information you have provided;
- Persons authorized to act on your behalf under a Power of Attorney or other legal authority;
- Your interactions with us, including in person, over the phone, at the ATM, on your mobile device or through email or the Internet;
- Records that reflect your dealings with and through us.

You authorize the collection of Information from these sources and, if applicable, you authorize these sources to give us the Information.

We will limit the collection and use of Information to what we require in order to serve you as our customer and to administer our business, including to:

- Verify your identity;
- Evaluate and process your application, accounts, transactions and reports;
- Provide you with ongoing service and information related to the products, accounts and services you hold with us;
- Analyze your needs and activities to help us serve you better and develop new products and services;
- Help protect you and us against fraud and error;
- Help manage and assess our risks, operations and relationship with you;
- Help us collect a debt or enforce an obligation owed to us by you;
- Comply with applicable laws and requirements of regulators, including self-regulatory organizations.

## Disclosing Your Information

We may disclose Information, including as follows:

- With your consent;
- In response to a court order, search warrant or other demand or request, which we believe to be valid;
- To meet requests for information from regulators, including self-regulatory organizations of which we are a member or participant, or to satisfy legal and regulatory requirements applicable to us;
- To suppliers, agents and other organizations that perform services for you or for us, or on our behalf to payment card networks in order to operate or administer the payment card system that supports the products, services or accounts you have with us (including for any products or services provided or made available by the payment card network as part of your product, services or accounts with us), or for any contests or other promotions they may make available to you;
- To any Authorized User or Additional Cardholder for whom you request a Card;
- On the death of a joint account holder with right of survivorship, we may release any information regarding the joint account up to the date of death to the estate representative of the deceased, except in Quebec where the liquidator is entitled to all account information up to and after the date of death;
- When we buy a business or sell all or part of our business or when considering those transactions;
- To help us collect a debt or enforce an obligation owed to us by you;
- Where permitted by law.

## Sharing Information Within TD

Within TD we may share Information world-wide, other than health-related Information, for the following purposes:

- To manage your total relationship within TD, including servicing your accounts and maintaining consistent Information about you;
- To manage and assess our risks and operations, including to collect a debt owed to us by you;
- To comply with legal or regulatory requirements.

You may not withdraw your consent for these purposes.

Within TD we may also share Information world-wide, other than health-related Information, to allow other businesses within TD to tell you about products and services. In order to understand how we use your Information for marketing purposes and how you can withdraw your consent, refer to the Marketing Purposes section below.

## Additional Collections, Uses and Disclosures

***Social Insurance Number (SIN)*** – If requesting products, accounts or services that may generate interest or other investment income, we will ask for your SIN for revenue reporting purposes. This is required by the Income Tax Act (Canada). If we ask for your SIN for other products or services, it is your option to provide it. When you provide us with your SIN, we may also use it as an aid to identify you and to keep your Information separate from that of other customers with a similar name, including through the credit granting process. You may choose not to have us use your SIN as an aid to identify you with credit reporting agencies.

***Credit Reporting Agencies and Other Lenders*** – For a credit card, line of credit, loan, mortgage or other credit facility, merchant services, or a deposit account with overdraft protection,

**hold and/or withdrawal or transaction limits, we will exchange Information and reports about you with credit reporting agencies and other lenders at the time of and during the application process, and on an ongoing basis to review and verify your creditworthiness, establish credit and hold limits, help us collect a debt or enforce an obligation owed to us by you, and/or manage and assess our risks.** You may choose not to have us conduct a credit check in order to assess an application for credit. Once you have such a facility or product with us and for a reasonable period of time afterwards, we may from time to time disclose your Information to other lenders and credit reporting agencies requesting such Information, which helps establish your credit history and supports the credit granting and processing functions in general. We may obtain Information and reports about you from Equifax Canada Inc., Trans Union of Canada, Inc. or any other credit reporting agency.

You may access and rectify any of your personal information contained in their files by contacting them directly through their respective websites [www.consumer.equifax.ca](http://www.consumer.equifax.ca) and [www.transunion.ca](http://www.transunion.ca). Once you have applied for any credit product with us, you may not withdraw your consent to this exchange of Information.

**Fraud** – In order to prevent, detect or suppress financial abuse, fraud, criminal activity, protect our assets and interests, assist us with any internal or external investigation into potentially illegal or suspicious activity or manage, defend or settle any actual or potential loss in connection with the foregoing, we may collect from, use and disclose your Information to any person or organization, fraud prevention agency, regulatory or government body, the operator of any database or registry used to check information provided against existing information, or other insurance companies or financial or lending institutions. For these purposes, your Information may be pooled with data belonging to other individuals and subject to data analytics.

**Insurance** – This section applies if you are applying for, requesting prescreening for, modifying or making a claim under, or have included with your product, service or account, an insurance product that we insure, reinsure, administer or sell. We may collect, use, disclose and retain your Information, including health-related Information. We may collect this Information from you or any health care professional, medically-related facility, insurance company, government agency, organizations who manage public information data banks, or insurance information bureaus, including MIB Group, Inc. and the Insurance Bureau of Canada, with knowledge of your Information.

With regard to life and health insurance, we may also obtain a personal investigation report prepared in connection with verifying and/or authenticating the information you provide in your application or as part of the claims process.

With regard to home and auto insurance, we may also obtain Information about you from credit reporting agencies at the time of, and during the application process and on an ongoing basis to verify your creditworthiness, perform a risk analysis and determine your premium.

We may use your Information to:

- Determine your eligibility for insurance coverage;
- Administer your insurance and our relationship with you;
- Determine your insurance premium;
- Investigate and adjudicate your claims;
- Help manage and assess our risks and operations.

We may share your Information with any health-care professional, medically-related facility, insurance company, organizations who manage public information data banks, or insurance information bureaus, including the MIB Group, Inc. and the Insurance Bureau

of Canada, to allow them to properly answer questions when providing us with Information about you. We may share lab results about infectious diseases with appropriate public health authorities.

If we collect your health-related Information for the purposes described above, it will not be shared within TD, except to the extent that a TD company insures, reinsures, administers or sells relevant coverage and the disclosure is required for the purposes described above. Your Information, including health-related Information, may be shared with administrators, service providers, reinsurers and prospective insurers and reinsurers of our insurance operations, as well as their administrators and service providers for these purposes.

**Marketing Purposes** – We may also use your Information for marketing purposes, including to:

- Tell you about other products and services that may be of interest to you, including those offered by other businesses within TD and third parties we select;
- Determine your eligibility to participate in contests, surveys or promotions;
- Conduct research, analysis, modeling, and surveys to assess your satisfaction with us as a customer, and to develop products and services;
- Contact you 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.

With respect to these marketing purposes, you may choose not to have us:

- Contact you occasionally either by telephone, fax, text message, ATM, internet, mail, email or all of these methods, with offers that may be of interest to you;
- Contact you to participate in customer research and surveys.

***Telephone and Internet discussions*** – When speaking with one of our telephone service representatives, internet live chat agents, or messaging with us through social media, we may monitor and/or record our discussions for our mutual protection, to enhance customer service and to confirm our discussions with you.

## **More Information**

This Privacy Agreement must be read together with our Privacy Code. You acknowledge that the Privacy Code forms part of the Privacy Agreement. For further details about this Privacy Agreement and our privacy practices, visit [www.td.com/privacy](http://www.td.com/privacy) or contact us for a copy.

You acknowledge that we may amend this Privacy Agreement and our Privacy Code from time to time. We will post the revised Privacy Agreement and Privacy Code on our website listed above. We may also make them available at our branches or other premises or send them to you by mail. You acknowledge, authorize and agree to be bound by such amendments.

If you wish to opt-out or withdraw your consent at any time for any of the opt-out choices described in this Privacy Agreement, you may do so by contacting us at 1-866-567-8888. Please read our Privacy Code for further details about your opt-out choices.

