



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*.

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## 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,
- 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:

- 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 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.

## 2.7 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.

## **2.8 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 your:

- Credentials,
- Device,
- Accounts,
- obligations to notify us, and
- duty to review your 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 eTransfer 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**

TD may handle your personal information as set out in our Privacy Policy. This includes information we collect from your interactions with us on your mobile device or the Internet. You can find our Privacy Policy online at [www.td.com/privacy](http://www.td.com/privacy). Information may be stored outside of your province / territory or outside of Canada.

## **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	<a href="https://td.com">td.com</a>
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?

Refer to our complaint handling procedures in our brochure, *Do you have a complaint?* You can find this brochure at any branch or on our website at [td.com](https://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	<a href="https://fcac-acfc.gc.ca">fcac-acfc.gc.ca</a>
Toll-Free Call	English: 1-866-461-3222 Français: 1-866-461-2232
Mail	Financial Consumer Agency of Canada 427 Laurier Avenue West, 5th Floor 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

Here is where to find defined terms in this Agreement

See Section 1.2 for **Account**.

See the Preamble for **Agreement**.

See Section 2.6 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 2.6 for **e-Transfer transaction**.

See Section 2.3 for **Image**.

See Section 2.3 for **Image Requirements**.

See Section 2.7 for **Interac Corp**.

See Section 2.6 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 2.8 for **Regular Weekday**.

See Section 2.8 for **Scheduled Payments**.

See Section 3.1 for **Security Codes**.

See Section 1.2 for **Services**.

See Section 2.8 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 2.3 for **TD Mobile Deposit**.

See Section 2.4 for **TD MySpend**.

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

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