Current as of June 29, 2020

TD GLOBAL TRANSFER TERMS OF USE

These TD Global Transfer Terms of Use (the "TD Terms of Use" or "Terms") apply when you use TD Global Transfer. It is a legally binding agreement between you and The Toronto-Dominion Bank. For any capitalized terms not otherwise explained, please see Section 8 - Definitions.

By clicking the applicable confirmation button to accept the Terms or otherwise registering for TD Global Transfer, you confirm that you: (i) are the age of majority in the province you reside; (ii) have read these Terms; and (iii) agree to be bound by these Terms. You should print or download and save these Terms. These Terms are available at the time of registration, and on our public web site – click here for English version and click here for French version. If you do not wish to accept the Terms, please note that you will not be able to use TD Global Transfer.

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SECTION 1. MONEY TRANSFER PROCESS

1.1 What is TD Global Transfer?

TD Global Transfer gives you access to and allows you to make a Money Transfer from the Funding Source using TD Transfer Services and/or third-party transfer services (the "**Third-Party Transfer Services** ").

1.2 What are the Third-Party Transfer Service Providers?

The Third-Party Transfer Services are provided by third-party transfer service providers through TD Global Transfer ("**Third-Party Transfer Services Providers**"). In addition to these Terms, before you can complete a transaction using such Third-Party Transfer Services Providers, you will have to review and agree to their applicable terms and conditions (the "**Third-Party Terms** "). The Third-Party Terms apply to your relationship with the applicable Third-Party Transfer Service Provider and your use of the Third-Party Transfer Services.

With respect to the Third-Party Transfer Services, TD is not acting as your agent for the purposes of your Money Transfer or any other dealings between you and the Third-Party Transfer Services Providers.

1.3 Who will be involved in processing your Money Transfer?

In addition to TD and the Third-Party Transfer Services Provider, the institutions involved in processing your Money Transfer may include any of the following:

- **Institutions Connected to TD:** (i) Our affiliates; (ii) TD's correspondent bank relationships; or (iii) any other third party that TD uses. Together, we refer to these parties as ***Sender Parties***.
- **Intermediaries:** Intermediary institutions used by the Sender Parties or the Receiver Parties. Together, we refer to these parties as ***Intermediaries***.
- **Institutions Connected to the Recipient's financial institution:** (i) The Recipient's financial institution; or (ii) the Recipient's financial institution's correspondent bank relationships. Together, we refer to these parties as ***Receiver Parties***.

To process the Money Transfer, financial institutions may rely on the use of a correspondent bank relationship to route a payment to the Recipient's financial institution. Both TD and the Recipient's financial institution may individually use correspondent bank relationships. The correspondent bank may also require the use of an intermediary financial institution.

1.4 What Funding Sources can I use to make the Money Transfer?

The Funding Sources are listed and made available to you during the transaction process and are subject to change at our discretion and without notice.

1.5 Why is providing accurate information important?

The Money Transfers are processed based on the information you provide. When using TD Global Transfer and making any Money Transfer, you must ensure the accuracy of all information needed to complete the Money Transfer, including, without limitation, account numbers, card numbers, email addresses, your name, payee/Recipient name, phone numbers and any other information that may be necessary to complete the Money Transfer. You agree that it is your responsibility to provide complete and accurate information about you and the Recipient. Please carefully review the information you have entered or that may have been pre-populated based on the Recipient information you have previously provided prior to completing the Money Transfer. If you provide inaccurate information, it can interfere with, delay, or prevent the Money Transfer completion, including the funds being deposited with someone else other than the Recipient. In the event you provide erroneous information, we are not responsible for verifying the information you provided, reversing the transaction or recovering the funds transferred as a result of that transaction and we will not be liable for any losses incurred by you as a result of your failure to provide us with correct information.

In addition, to comply with law or internal requirements, we or some of the Sender Parties involved in the Money Transfer, including Third-Party Transfer Service Provider, the Intermediaries and Receiver Parties may require additional information and documentation, including information about and documentation from the Recipient.

1.6 What consent do I need?

You agree and consent that we may disclose your and Recipient information to the Third-Party Transfer Service Providers, the Sender Parties, the Intermediaries and the Receiver Parties for the purposes of completing your Money Transfer request, and such information may be accessed by foreign or domestic authorities or regulatory bodies as a result, and will be subject to the laws of such foreign jurisdiction which may have different privacy standards. You further agree and consent that with respect to the Recipient information, the Recipient: (i) knows that you are providing their information to TD, the Third-Party Transfer Services Provider, the Sender Parties, the Intermediaries and the Receiver Parties, where applicable; (ii) is aware of the purpose for which the information is being collected, used, disclosed and stored; and (iii) you have obtained Recipient's consent to such collection, use, disclosure and storage. You confirm that you have the authority to provide such consent and acknowledgements on behalf of the Recipient. The information provided will be used to complete your Money Transfer request and fulfill regulatory requirements.

1.7 Are there any restrictions to use TD Global Transfer?

You agree not to use TD Global Transfer to conduct any improper, illegal, possible fraudulent or unauthorized activity. TD Global Transfer, TD Transfer Services and Third-Party Transfer Services are for personal use only and you shall not use TD Global Transfer, TD Transfer Services or Third-Party Transfer Services to make Money Transfers on behalf of any third-party individual, business or other enterprise, or in any other manner that conflicts with these Terms. TD reserves the right to terminate and/or suspend your access and use to TD Global Transfer as set out in this Agreement.

1.8 Can I change or cancel the Money Transfer?

- **TD Transfer Services.** If you request a change to or cancellation of the Money Transfer, we will try to do so on a commercially reasonable efforts basis only however we cannot guarantee that a Money Transfer change or cancellation is possible once you have submitted the request to send the Money Transfer. We also do not control the funds after they leave TD. Fees may apply for any change or cancellation request.
- **Third-Party Transfer Services.** If you wish to cancel your Money Transfer sent through the Third-Party Transfer Services, you may contact TD at 1-844-352-1148 (en français 1-844-352-1149). You cannot cancel your Money Transfer after the funds are received by the Recipient.

SECTION 2. FEES, CHARGES, LIMITS AND FOREIGN CURRENCY

2.1 What Transfer Services fees apply? How are they charged?

You authorize TD to debit the Funding Source selected by you during the transaction process for the total amount of the Money Transfer you are sending, and the TD Transfer Fee or the Third-Party Transfer Fee, as applicable. TD is not responsible for the Third-Party Transfer Fee and foreign exchange rate provided by the Third-Party Transfer Services Provider. Your TD transaction records will show two (2) debits: one for the amount of the Money Transfer you are sending and another for either the TD Transfer Fee or the Third-Party Transfer Fee, as applicable. These two (2) debits only count as one transaction for the purposes of the monthly transaction limits for your account.

The Money Transfers are transactions to which regular account transaction charges may apply. These transaction charges are disclosed in TD's disclosure document, About our Accounts and Related Services.

- **TD Global Transfer.** TD does not charge you a fee for the use of TD Global Transfer.
- **TD Transfer Services Fees.** When you use TD Transfer Services to send Money Transfers, we will charge you a transfer fee (the "**TD Transfer Fee**") displayed to you prior to fulfilling each transaction so you can review it and consent or decline the transaction.
- **Third-Party Transfer Services Provider fees.** When you use the Third-Party Transfer Services to send Money Transfers, the Third-Party Transfer Services Provider will charge you a transfer fee (the "**Third-Party Transfer Fee**") that will be displayed to you prior to fulfilling each transaction so you can review it and consent or decline the transaction.

2.2 What other fees or amounts may apply?

- **TD Transfer Services.** You acknowledge that the Receiver Parties and/or Intermediaries involved in the transfer may charge a fee to process the transfer, including conversion fees if funds are converted to another currency, and these fees may be deducted from the transfer amount, resulting in the Recipient receiving a lesser amount. We do not know the fees or other amounts that the Receiver Parties or the Intermediaries may apply, including, without limitation, any local charges or taxes, and we are not liable for any fees that may be charged by a Receiver Party or any Intermediaries.

- **Third-Party Transfer Services.** Before you submit your request to initiate the Money Transfer using the Third-Party Transfer Services, the Third-Party Transfer Services Provider is responsible for disclosing to you the details about fees, taxes, transaction limits or other relevant information relating to specific countries.

2.3 What currency and foreign exchange rate is used for the Money Transfer?

- **TD Transfer Services.** When you make the Money Transfer using TD Transfer Services, you authorize us to send the funds using the available currency selected by you. If you are making the Money Transfer in a currency that is different from the Funding Source you are using to fund it, we will quote you our foreign currency exchange rate. You can choose whether to go ahead with the purchase using the foreign currency exchange rate disclosed to you at the time of the purchase. If you agree to move forward, you are accepting the foreign currency exchange rate we disclose to you. The foreign currency exchange rate is set by TD and will be determined by TD in its sole discretion based on the factors that we determine to be relevant. The factors include, without limitation, market conditions, foreign exchange rates charged by other parties, our costs, our risks, business factors, economic factors and the amount of profit which will be earned by TD on the foreign currency exchange and any other relevant considerations. The foreign currency exchange rate that is set by TD is higher than the rate paid by TD to acquire and make available to you a particular currency, which means that TD earns revenue on all currency exchanges.

  In addition, in certain circumstances after the Money Transfer leaves TD, it may be converted to another currency. For example, currency conversion may be necessary if you sent the Money Transfer without using the local currency of the Recipient's financial institution or Recipient's account.

  Certain currencies are a zero-decimal currency and in certain instances payments must be entered in whole currency amounts without decimal points to avoid rejection. Amounts converted into a currency selected by you will also be rounded up if the last digit is 5 or greater or down if the last digit is less than 5.

- **Third-Party Transfer Services.** For the Third-Party Transfer Services, the Third-Party Transfer Service Provider determines the foreign currency exchange rate that applies to your Money Transfer. Before you submit your request to initiate the Money Transfer using the Third-Party Transfer Services, the Third-Party Transfer Services Provider is responsible for disclosing to you the foreign currency exchange rate (including estimates). When you use the Third-Party Transfer Services, Canadian currency is converted to foreign currency at a foreign currency exchange rate set by the Third-Party Transfer Services Provider. Any difference between the rate given to you and the rate received by Third-Party Transfer Services Provider will be kept by the Third-Party Transfer Services Provider (and its agents in some cases) in addition to the Third-Party Transfer Fee.

2.4 TD compensation

With respect to certain Money Transfers made using the Third-Party Transfer Services, TD will receive compensation from the Third-Party Transfer Service Providers.

2.5 What are the limits that apply to the Money Transfer?

TD, the Third-Party Transfer Services Providers, including an Intermediaries and Receiver Parties may set limits on the Money Transfer, including the amount of money you are allowed to send, the amount of money the Recipient is allowed to receive or the currency in which the funds are received when you send the Money Transfer. TD does not control any limits applicable to the Recipient and it is your responsibility to confirm with the Recipient what if any such limits may apply.

SECTION 3. HELD, REJECTED OR RETURNED MONEY TRANSFER

3.1 Who can hold, reject or return the Money Transfer?

TD, the Third-Party Transfer Service Provider, the Sender Parties, the Intermediaries or the Receiver Parties may hold, reject or return the Money Transfer.

3.2 What might prevent the Money Transfer from completing?

TD, the Third-Party Transfer Services Provider, the Sender Parties, the Intermediaries or the Receiver Parties may hold, block or reject, as applicable, a request to send a Money Transfer because of: (i) inaccurate information detected in a Money Transfer; (ii) legal or regulatory requirements in Canada or abroad, including economic sanctions; (iii) fraud, risk or compliance policies and procedures; or (iv) other reasonable grounds from time to time.

3.3 Are there refunds for cancelled, rejected, declined, unclaimed or incomplete Money Transfer?

- **TD Transfer Services**. If the Money Transfer is declined or unclaimed by the Recipient, or is not completed, we will use commercially reasonable efforts to attempt to obtain a refund at your request from the Receiver Parties. If all or some of the Money Transfer funds are returned, we will first convert the funds into the same currency as the amount of the Money Transfer at the rate of exchange set by TD, established at the time the funds are converted for the return. We are not liable to credit you any amount which was not credited to us including the difference in the foreign currency exchange rates.
- **Third-Party Transfer Services**. When your Money Transfer transaction is cancelled, TD will credit to your Funding Source that was used to submit the Money Transfer transaction (i) the amount of the Money Transfer you sent, and (ii) the Third-Party Transfer Fee.

SECTION 4. LEGAL RESPONSIBILITIES

4.1 Are there limits to the liability of TD or other parties?

TD has no liability to you for the provision by the Third-Party Transfer Services Providers of the Third-Party Transfer Services or for any loss of your funds after they are transferred to the Third-Party Transfer Services Provider (including resulting from any delay, rejection or cancellation or the Third-Party Transfer Services Provider's insolvency). TD is not liable to you for any loss or damages incurred by you for the operation of TD Global Transfer, except for direct damages suffered where we or our agents were negligent. This limitation on our liability to direct damages applies even if we have been advised of the possibility that you may suffer other types of loss or damages. Except as set out in this section, in no event are we liable for any loss or damages resulting from the following: (i) any error, delay, failure, inaccessibility, malfunction, or misuse of TD Global Transfer or any of the Transfer Services; (ii) inaccurate or insufficient information provided by you; (iii) any system, equipment or service failure caused by a third party or other circumstances beyond our control; (iv) any hold, block, rejection or cancellation of the Money Transfer; (v) acts or omissions by us, our affiliates, the Sender Parties, the Intermediaries; and the Receiver Parties, including for gross negligence or willful misconduct; (vii) any other error, delay, failure, mistake or rejection in sending the Money Transfer, including by any Sender Parties, Third-Party Transfer Service Providers, Intermediaries or Receiver Parties, or other circumstances beyond our control; (viii) foreign currency exchange conversions or changes in foreign currency exchange rates; (ix) any fees or other amount that may be charged by any Receiver Party or any Intermediary, including any fees or interest that may be deducted from the transfer amount; or (x) any delay related to sanctions. TD and the Sender Parties are not liable for any consequential, special, indirect, or punitive damages.

SECTION 5. CHANGES

5.1 How do we make changes to the Terms, TD Global Transfer or the Transfer Services?

- **We may change the Terms.** Subject to applicable law, we may add, remove or change any provision of these Terms or replace these Terms with another agreement at any time. If we do so, we will provide you with notice before the changes come into effect. If you use TD Global Transfer after being notified of changes to the Terms and those changes have come into effect, you are deemed to have reviewed and accepted those changes.
- **Our right to stop offering TD Global Transfer.** We may stop offering TD Global Transfer, add or remove countries or territories to which the Money Transfer may be sent, update any other feature of TD Global Transfer or stop providing you with access to any Transfer Services via TD Global Transfer, at any time. These Terms will apply to any changes to TD Global Transfer.
- **We may terminate or suspend.** At any time, we can terminate any part of these Terms or suspend or terminate your access to TD Global Transfer for any reason whatsoever at any time without prior notice, including, without limitation, if you use TD Global Transfer on behalf of a third party.

SECTION 6. COMMUNICATIONS AND CONTACT

6.1 How we will contact you?

You consent to us communicating with you electronically, including through the EasyWeb Message Center, TD websites, TD mobile app, email, text message, or any other electronic delivery method. We may also communicate with you or send you notifications by mail. Communications with you by electronic means have the same legal effect as if they were provided on paper. You will not dispute any communication with us on the basis that it was signed, delivered, received or entered into by electronic means.

6.2 How you can contact us and the Third-Party Transfer Services Providers?

- **TD.** If you have any question with the use of TD Global Transfer, you may call us toll free at 1-844-352-1148 (en français 1-844-352-1149), email us at customer.service@td.com, or visit us at any branch.
- **Third-Party Transfer Services Providers.** For a problem or concern with any Third-Party Transfer Services, you may call TD toll free at 1-844-352-1148 (en français 1-844-352-1149), email us at customer.service@td.com, or visit us at any branch and we will assist you in directing you to the applicable Third-Party Transfer Services Providers complaint process. You can also directly address your concerns to Third-Party Transfer Service Provider in accordance with the Third-Party Terms.

When you choose to communicate with us using a potentially unsecure method, like paper mail or unencrypted communications (such as email, fax, text, or other means), we are not responsible if the following occurs: your message is altered; your message is lost; someone accesses it without permission; someone or something obstructs delivery.

6.3 Who do you contact with complaints?

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. 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 Financial Consumer Agency of Canada (FCAC).

- **TD.** If you have a problem or concern, you may call us toll free at 1-833-259-5980, email us at customer.service@td.com, or visit us at any branch. For a more detailed overview of our complaint process, visit us at www.td.com.
- **FCAC.** 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 Financial Consumer Agency of Canada (FCAC) in writing at 6th Floor, Enterprise Building, 427 Laurier Avenue 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 www.fcac-acfc.gc.ca. Please note that the FCAC does not become involved in matters of redress or compensation. For your protection, do not send confidential or personal information (such as your account number) via email, as it is not a secure method of communication. If your request is urgent or requires disclosure of confidential information for resolution, please contact us by phone.

SECTION 7. GENERAL INFORMATION

7.1 What are other terms that apply?

The following general contractual terms apply:

- **Governing Laws.** These Terms are governed by and interpreted in accordance with the laws of the province or territory in Canada where you reside.
- **Other TD Agreements.** These Terms are in addition to and do not replace any other agreement you may have with us, including the Financial Services Terms and Cardholder and Electronic Financial Services Terms, or any successors.
- **Electronic Terms and Signatures are Binding.** Terms you agree to electronically, including using an Electronic Signature, are binding and have the same legal effect as if they were written down on paper. You will not dispute any agreement, or other terms, with us on the basis that it was delivered, received or entered into electronically, including using an Electronic Signature.
- **Electronic Records are Equivalent to Paper Records.** Our records regarding any Money Transfers and the Transfer Services are final and conclusive (including electronic data and records, and those of any Third-Party Transfer Service Providers). These records will be admissible in any legal, administrative or other proceedings, and will be conclusive evidence of the contents of those records the same as if they were original paper records. You waive any right to object to the introduction of any such electronic data or records into evidence.
- **Language.** It is the express wish of the parties that these Terms and any directly or indirectly related documents be drawn up in English. Les parties ont exprimé la volonté expresse que les présentes modalités et tous les documents s'y rattachant directement ou indirectement soient rédigés en anglais.

SECTION 8. DEFINITIONS

We use the following terms throughout and want to make sure you understand what they mean:

Electronic Signature means any electronic information unique to you, which you create or adopt to show your acceptance. Examples of an Electronic Signature include an electronic representation of your handwritten signature, or clicking on an “I Accept” button, combined with relevant data such as date, time and user ID;

Funding Source means any of account or other source of funds that we deem eligible as a payment source for transactions;

Money Transfer means an electronic transfer of funds from you to another person using either TD Transfer Services or Third-Party Transfer Services;

Recipient means a person who is intended to receive the funds you send using TD Global Transfer;

TD Global Transfer means a platform offered an operated by TD, through TD app or EasyWeb Online banking, which enables you to send Money Transfers using either TD Transfer Services or Third-Party Transfer Services;

TD Transfer Services means transfer services provided by TD;

Us/we/our/TD means The Toronto-Dominion Bank and its affiliates in Canada; and

You/your means you, as TD customer.