TD Digital Vault Terms and Conditions

These terms and any amendments (the "**Terms**") are a legal agreement between you ("**you**" or "**your**") and The Toronto-Dominion Bank and its affiliates ("**TD**", "**we**" or "**us**") for your use of TD Digital Vault (the "**Vault**").

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 td.com/privacy. Information may be stored outside of your province / territory or outside of Canada.

Acceptance of Terms

It is important that you read and agree to these Terms as they will apply each time you access and use the Vault. By accepting electronically accessing or using the Vault, you are taken to have read and agreed to these Terms.

Refusal of Terms

If you do not agree with these Terms, you must not use the Vault.

Changes to these Terms

We may add to or change the provisions of these Terms at any time. We will advise you of any material changes electronically or any other way we choose. Once we provide you with notice, the Terms are amended and you accept the changes as of the effective date of the notice. If you do not agree to these Terms, as amended, you must no longer use the Vault.

Description of the Vault

The Vault enables you to upload, temporarily store, and manage documents **related to your transactions or ongoing business with TD**. We may also make certain financial documents available to you through the Vault as well. The Vault includes a number of additional features and functionalities, including without limitation, functionality to organize the content, to notify you when a document becomes available.

When you place your documents in the Vault, the documents become accessible to both you and your advisor. We reserve the right to restrict certain file types and sizes that may impact the performance or security of the Vault.

All documents will be removed from the Vault within 2 years after the date the documents were placed in the Vault. TD may choose to keep the documents longer according to TD Privacy Policy.

Changes to the Vault

We may change, replace, add, or remove any part of the Vault at any time without notification to you.

At any time and for any reason, without notification, we may:

- cancel your Credentials,
- cancel these Terms, and/or
- restrict your access to the Vault.

Use of the Vault

When deemed necessary, your advisor may grant you access to the Vault that is exclusive for you and your advisor to use in relation to your engagement with TD. Access to the Vault requires customer authentication, using the same Credentials that you normally use to login to TD Digital Banking, and/or using the same Password with your Account Number that you normally use to login to TD WebBroker, and/or other online TD platforms.

Your responsibility

You may not use the Vault for the deposit of any illegal or stolen documents, pornographic materials, spyware or any other malicious software, any material that is inappropriate in nature as determined by TD. We reserve the right, without prior notice to you, to remove any information you have deposited in the Vault.

You can only deposit documents that belongs to you to the Vault. The documents deposited must be related to your engagement with TD.

Among other things, your security responsibilities as detailed in the Digital Banking Agreement and/or Electronic Brokerage Services Client Agreement continue to apply when you use the Credentials and/or Password to access the Vault.

You are solely responsible for your content. You are solely responsible for making and keeping backup copies of your content and for applying the appropriate level of access rights to same. TD AND ITS LICENSORS SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY OF THE FOLLOWING ACTIONS BY YOU: (I) THE DELETION OR ACCURACY OF ANY CONTENT; (II) THE FAILURE TO STORE, TRANSMIT, ENCRYPT (OR OTHERWISE SECURE) OR RECEIVE ANY CONTENT; OR (III) THE STORAGE, TRANSMISSION, ENCRYPTION (OR OTHER SECURITY) OR RECEIPT OF ANY OTHER COMMUNICATION INVOLVING THE USE OF THE VAULT.

You may not interfere with the security of, or otherwise abuse the Vault or any system resources, services or networks connected to or accessible through the Vault. You may only use the Vault for lawful purposes.

You may only access and use the Vault if you are of the age of majority in the jurisdiction in which you reside. Your access to the Vault may be deleted and these Terms may be suspended or terminated without warning, if we believe that you are underage or your use of the Vault is not allowed.

You agree to notify us immediately of any unauthorized use, theft or misappropriation of your Vault, username, or password. We shall not be liable for any loss that you incur as a result of someone else using your username or password, either with or without your knowledge. We hereby disclaim any and all responsibility or liability for any unauthorized use of your Vault.

While using the Vault you agree to comply with all applicable laws, rules and regulations (including, but not limited to, export/import laws and laws relating to privacy, obscenity, copyright, trademark, confidential information, trade secret, libel, slander or defamation). We reserve the right, in our sole discretion, to take any actions we deem necessary and appropriate to preserve the integrity of the Vault.

You agree not to:

- a. use tools which hack or alter the Vault or that allow you to connect to the Vault's private binary interface or utilize user or other interfaces other than those provided by us to you;
- b. attempt to obtain a password or other private account information from any other user of the Vault; or
- c. create multiple accounts for the purpose of sale or transfer to others, transfer your account to others, park your account or those of others, or use another person's account with us;
- d. mirror or frame any part of the Vault without our express prior written consent; and
- e. use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, "scrape", "data mine" or in any way reproduce or circumvent the navigational structure or presentation of the Vault without our express prior written consent. In any communication on this matter, you will notify us of the intended use of this information.

If you are residing in a jurisdiction where it is forbidden by law to participate in the activities offered by the Vault, you may not enter into these Terms or use the Vault. By using the Vault, you are explicitly stating that you have verified in your own jurisdiction that your use of the Vault is allowed.

Limitation of Liability/disclaimer

YOU AGREE THAT YOUR USE OF OR INABILITY TO USE THE VAULT IS AT YOUR SOLE RISK. THE VAULT IS PROVIDED "AS IS"AND "AS AVAILABLE" FOR YOUR USE, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR COLLATERAL, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT INCLUDING WARRANTIES RELATED TO THE AVAILABILITY OF THE VAULT (INCLUDING NOTIFICATIONS) AND THE ACCURACY OF INFORMATION PROVIDED BY THE VAULT.

TD DOES NOT REPRESENT OR WARRANT THAT THE VAULT WILL MEET YOUR REQUIREMENTS OR THAT ITS USE WILL BE UNINTERRUPTED OR ERROR-FREE.

YOU AGREE THAT TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT WILL TD OR ITS LICENSORS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS AND SUBCONTRACTORS BE LIABLE FOR ANY DAMAGES (INCLUDING INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES, DAMAGES FOR LOSS OF PROFITS, REVENUE, OPPORTUNITY, LOSS OF DATA OR BUSINESS INTERRUPTION), ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE VAULT.

Other TD Agreements:

The Terms of the agreements that you entered into or may enter with TD for your account(s) or other products or services (as such agreements are amended or replaced by TD from time to time, the "TD Agreements"), apply to your use of the Vault. These Terms are in addition to and do not in any way amend or replace TD Agreements that apply to your account(s) or particular product or service, unless we have specifically advised you in these Terms. If there is a conflict between the Terms of the TD Agreements and these Terms, these Terms will apply but only to the extent of the conflict.

English Terms:

Applicable for Terms governed by Quebec Law. You have been provided with French and English versions of these Terms and you have agreed that they may be drawn up in English. You also agree that documents related to these Terms may be drawn up in English. Les versions française et anglaise de [ces modalités vous ont été présentées]. Vous convenez que les [présentes modalités sont rédigées] en anglais et que les documents s'y rapportant peuvent être rédigés en anglais.

General contractual Terms

The Vault (including its organization and presentation) are the property of TD and its licensors and may be protected by intellectual property laws including laws relating to copyrights, trademarks, tradenames, internet domain names and other similar rights.

These Terms are 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 these Terms 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.

If a court finds any part of these Terms invalid or unenforceable, the remainder of these Terms will remain valid.

All provisions of these Terms which by their nature should survive termination shall survive termination, including, without limitation, warranty disclaimers and limitations of liability.