

**These Financial Services Terms form part of your Financial Services Agreement with The Toronto-Dominion Bank and its affiliates. Review and retain with your records. Revised effective January 2, 2009.**

This document provides an explanation of our services described below, their use and important information about our accounts. This document, our Financial Services Agreement which you signed, and any additional terms for a particular product or service which are provided to you separately at the time of purchase form the Agreement between you and The Toronto-Dominion Bank and its affiliates.

By signing the Financial Services Agreement, you agree that any existing agreement between you and us for any particular product or service is replaced by this Agreement, with the following exceptions:

- any provisions whereby you have indicated who may deal with your joint account or whether your joint account has a right of survivorship remain valid until replaced with a new joint ownership record; and
- all provisions dealing with the specific terms of a particular product or service, including term, interest rate, amount of investment or any other terms particular to the product or service provided to you by us, to the extent that such provisions are not contained in the Agreement, remain valid until expiry or renewal.

Please take a few minutes to review this document. Since it covers more services than you may currently be using, some sections may not apply to you at this time. However, you may request any of these services from time to time simply by telling us which services you require. If we introduce new services in the future, we will notify you of any changes to this Agreement. If you purchase additional products or services in the future, your use of that product or service will then act as your acceptance of and agreement to be bound by the applicable terms of the Agreement.

If you have any questions about our services, any of your accounts or any of the information in this document, please contact your branch. If it's not convenient to contact your branch, just give us a call at EasyLine™ telephone banking or refer to our web page at [www.tdcanadatrust.com](http://www.tdcanadatrust.com).

## A - Definitions

**Agreement** - The provisions contained in your Financial Services Agreement, the terms contained in this document and any additional terms for a particular product or service which are provided to you at the time of purchase. Also included are the terms governing any other services we may provide to you in future.

**Card** - An Access Card, a TD Visa\* card or any other card that is issued by us in your name, your attorney's name or signed by you or your attorney.

**Connect ID** - Your personal identification code that, together with your Password, provides you with access to your accounts through certain Services.

**Instrument** - A cheque, order for payment, bill of exchange, promissory note, security, note, electronic debit or credit or other payment instrument.

**Limit** - The maximum amount that you may withdraw or receive as a cash advance each day or week through a Machine and such other limit as we may determine from time to time for any other transaction or Service. We may establish or change your Limit from time to time without giving you notice.

**Machine** - THE GREEN MACHINE, and other automated banking machines, terminals, Interac® Direct Payment terminals, telephones and other equipment you may use with your Card or Connect ID to access our Services. In addition to your Card or Connect ID, you must use a PIN or Password with the Machine to access our Services.

**Outstanding Balance** - All overdraft amounts charged to the Protected Account, less all amounts repaid, plus unpaid accrued interest.

**Overdraft Rate** - The annual interest rate established by us from time to time and charged on overdrafts charged to personal accounts maintained by customers in Canada which are not covered by overdraft protection.

**Password** - Each personal identification word, number or combination of words and numbers that, together with a Card or Connect ID, provides you with access to your personal deposit accounts or certain other accounts designated by us through certain Services, including your PhoneCode™.

**PIN** - Your personal identification number.

**Protected Account** - An account for which you have obtained overdraft protection.

**Protection Limit** - The maximum amount that you may overdraw your Protected Account. We may establish or change your Protection Limit from time to time on giving you notice.

**Service** - Any account or service designated by us as covered under this Agreement, that may be accessible with or without your PIN or Password, including:

- obtaining cash advances from, making withdrawals from, deposits to or transfers between your accounts; or
- any other transaction or service that we may provide to you from time to time.

**TD Bank Financial Group** means The Toronto-Dominion Bank and its affiliates which provide deposit, investment, loan, securities, trust, insurance and other products and services.

**You, your and yours** refer to the customer named in the Financial Services Agreement.

**We, us and our** refer individually and collectively to the TD Bank Financial Group.

## B - Personal Deposit Accounts

**1. Our Personal Deposit Accounts** - You may open any number of personal deposit accounts. Our accounts are issued by different members of the TD Bank Financial Group. To learn which of us will issue or hold your account, please see our service charge disclosure document. You may use your account for personal banking needs only. If you use your account for the purpose of carrying on a business or an enterprise, we reserve the right to charge you business banking service charges and/or close your account. Accounts with a zero balance and no activity for a period of six months will be closed by us without notice to you.

**2. Deposits to your accounts** - You may deposit funds to your accounts with us personally, by direct deposit, mail, electronic transfer, or in any manner acceptable to us from time to time. We may credit to your accounts deposits made by any person on your behalf.

All Instruments deposited must be payable to you or to bearer. You authorize us to endorse in your name any Instrument deposited without endorsement. That endorsement shall have the same validity as if made by you. We may not accept third-party Instruments which bear a prior endorsement for deposit (because we may be unable to verify that endorsement).

**Our Hold Funds Policy** - When you open a personal deposit account with us, we will advise you how our "hold funds policy" will impact you in your day-to-day banking. "Holding funds" means that when you deposit a cheque or other Instrument at a branch, or when you make any deposit through THE GREEN MACHINE automated banking machine, you may not be able to access the full amount of the funds from that deposit immediately.

The reason we have a hold funds policy is that a cheque is not the same as cash - it is a "promise to pay" by one party to another party. If the first party doesn't have sufficient funds in their account at another financial institution, or if the cheque is fraudulent, that other financial institution can refuse to pay the item and return it unpaid to us. A hold period allows sufficient time for us to verify that the "promise to pay" can be carried out, i.e. that funds will be available from the other financial institution to pay the item.

**Cheque cashing is essentially a credit decision** - if we credit your account right away with the full amount of the cheque or other Instrument, we are "granting you credit" for that amount until we can verify that the "promise to pay" can be carried out. If the "promise to pay" is broken, we will need to recover the funds from you, as we would for any other loan given to you. This may happen even after the hold has been released.

As it is a credit decision, **our hold funds policy is applied differently for each customer.** The first time you receive your TD Canada Trust Access Card, your initial "deposit hold limits" will be determined by us - deposit hold limits determine **how much** of any deposit will be subject to a "hold". We will assess your creditworthiness in setting your deposit hold limits, by considering several factors including your credit history with us and with other financial institutions, the length of time you have banked with us, and the current status of your existing accounts with us. We will review and may adjust your deposit hold limits from time to time.

If your deposit is subject to a "hold", the full amount of the deposit will be reflected in your account balance right away. However, your ability to access all of those funds ("full hold"), or a portion of them ("partial hold"), will be restricted. You will be unable to withdraw money from the funds being held, and we will not pay any of your cheques or pre-authorized debits from those funds, until the funds are released at the end of the "hold period". If we determine that the "promise to pay" is broken, we will promptly proceed to debit the amount of the cheque or other Instrument from your account. Until you have established a satisfactory long-term relationship with us, it is likely that your deposits may be subject to a full or partial hold.

We may at any time advise you that we are placing a full or partial hold on a particular cheque or other Instrument presented by you, whether or not you have been given "deposit hold limits". That decision will depend on the amount and the issuer of the cheque or other Instrument, the institution on which the cheque or other Instrument has been drawn, the characteristics of the cheque or other Instrument being presented, your deposit hold limits (if any), as well as the amount of funds already in your account.

We may also accept cheques or other Instruments from you on a "collection" basis only - this means that the funds will be credited to your account **only** if and when payment for the items has been received by us from the other financial institution.

We would encourage you to enrol in Direct Deposit programs, where available, for funds being deposited to your account, as no hold is placed on the money deposited because it is credited directly to your account.

**The duration of the "hold period"** will be for the following number of business days:

	Minimum	Maximum <sup>A</sup>
• Cheques or other Instruments drawn on TD Canada Trust	3	6
• Cheques or other Instruments drawn on another Canadian financial institution - <b>if encoded - if unknown or unencoded</b>	5 7	7 14
• Cheques or other Instruments drawn on a U.S. institution	15	30 <sup>B</sup>
• Cheques or other Instruments drawn on other foreign financial institutions	22	40 <sup>B</sup>

<sup>A</sup> The maximum hold period may be extended where required in order to complete investigations as to the validity of a cheque or other Instrument, or due to situations beyond our control, such as a system outage or natural catastrophe.

<sup>B</sup> These hold periods are estimates and apply where we have credited the funds to your account. We may extend such hold periods if payment for the cheques or other Instruments has not been received by us from the U.S. or foreign financial institution within that initial maximum hold period.

**Returned Instruments** - If an Instrument is returned unpaid, we may reverse the credit (and any interest paid on that credit) to your account. If the reversal of this credit involves a currency exchange, you agree that you will be responsible for any cost or loss associated with the currency exchange and we may charge this cost or loss to your account. We may send you either notice of or the returned Instrument the same way that we send your statements of account. Anyone we hire (such as a financial institution or courier) to effect the collection of the Instrument will be deemed your agent, not our subagent.

- 3. Access to your accounts** - You may have access to your accounts including access to the credit balances and overdrafts permitted in your accounts in any of the following ways:

**Cheques** - You may draw cheques on any of your accounts unless we indicate otherwise. Your cheques are encoded with your account number and may be used with your account only. If you use the cheques for another account they may be dishonoured or delayed. We are not responsible if a cheque with written account instructions which differ from the account number encoded on it is processed according to the account number encoded on it and we may refuse to honour it.

**Withdrawals** - You can make withdrawals from your account at any of our branches or through automated banking machines. You may be required to present your Card if you want to withdraw funds in order that we may verify your identity. You may also be asked to provide additional identification at our discretion.

**Withdrawal notices** - We may require you to notify us 7 days before you make a withdrawal from any account other than a Term Deposit account (see [Term Deposits](#) in Part C).

**Pre-authorized payments** - You may arrange with another party to have payments withdrawn from your account and sent directly to them on a regular basis.

**Transfers** - You can transfer funds from your account at any of our branches or through our telephone or electronic banking services. You can arrange for us to transfer funds between your accounts with us, or from your account at another Canadian financial institution, on a regular basis with our Pre-authorized Transfer Service. You can transfer funds from your accounts with us to those of another TD Canada Trust customer by using the bill payment feature of our telephone or electronic banking services to set up the other TD Canada Trust customer as a personal payee.

**Enquiries** - Account balance and other account specific enquiries are not provided by telephone by branch staff to ensure the privacy of your information. You may use any telephone or electronic banking service that we offer for these enquiries.

**Restricted Access** - Notwithstanding the above, you agree that we may restrict access to the funds in your account if we become aware of suspicious or possible fraudulent or unauthorized account activity that may cause a loss to you or us.

- 4. Care and control of cheques, passbooks and statements** - You are responsible for the care and control of your cheques, passbooks and statements. **You must maintain your cheques, passbooks and statements safely at all times. You will notify us immediately upon becoming aware that your cheques, passbooks or statements are lost or have been stolen.** Your cheques are for your use only. If they are used by someone else, you will be required to prove that you took all reasonable precautions to protect them.
- 5. Responsibility for use of your cheques** - You are in the best position to discover a forged or unauthorized cheque or other Instrument, or a material alteration to a cheque or other Instrument drawn by you. All transactions with your cheques will be reflected in your account, even if you did not perform or authorize the transaction. **You are responsible for all use, including any forgery, of your cheques or other Instruments, and we will have no responsibility for such use, including any forgery, unless you prove that you took reasonable precautions to protect them and that you exercised reasonable care in examining your statement, passbook update or transaction information. You must promptly notify us of any forged or unauthorized Instrument or material alteration as soon as you discover it.**
- 6. Stopping payment** - If it has not already been paid, you may ask us to stop payment of a cheque or pre-authorized payment drawn on any of your accounts. You must tell us the exact amount of the item, cheque number, if applicable, date of item, payee and the full account number on which it is drawn for us to be able to enter a stop payment. If the information you give us is not correct, if you do not give us other reasonable information requested about the item, or if the payment was final and irrevocable, we will not be responsible if we are not able to effect the stop payment.
- 7. Cheque image return option** - If this is an option on your account and if you want to receive cheque images with your monthly statement simply tell us and for a fee we will arrange for them to be mailed with your monthly statement to the most recent address you have given us. We will not include images of cheques payable to bearer cashed at a branch other than your branch of account.

**8. Transaction activity** - Our transaction records will be conclusive proof of use of the Service and will be considered your written request to perform the transaction. Use of your Card and PIN by you (or anyone authorized by you) binds you legally and makes you responsible to the same extent and effect as if you had given signed, written instructions to us. Even though you may be provided with a transaction record, verification number, or interim statement when using the Service, our verification and acceptance of all transactions will be considered correct and binding unless there is an obvious error.

**9. Error or system malfunction** - In the event that your account is debited or credited due to our error or a system malfunction, you will be liable to the extent of any credit that you improperly receive and we may debit your account for such amount, and you will be entitled to recover from us the amount of any improper debit. We will not unreasonably restrict you from the use of these funds while the matter is being resolved.

**10. Interest Information** - Interest is paid on accounts at rates that vary from time to time. The interest rates and manner of computing and determining the rate may change. Our current rates are available in our branch offices, or through our telephone or electronic banking services. Notice of any change will be provided by posting the notice in our branches. If you have an interest-bearing account, you may not receive interest when your balance falls below a certain level. Refer to our interest disclosure document.

**11. Recordkeeping** - We may send you statements by ordinary mail to the most recent address you have given us. You will advise us promptly if you have not received the statement within 10 days of the date upon which you normally receive it. You may direct us to fax a statement to you at the number you designate from time to time through any telephone or electronic banking service that we offer which provides this Service.

If there has been no activity on your account for longer than one month and it has a balance of \$500 or less, you will receive a monthly statement only when you make a withdrawal or deposit to your account (excluding service charges and interest credits), or annually each December. If previous monthly statements have been returned to us as undeliverable, your monthly statements will cease until such time as you provide us with a current mailing address. You will not receive a statement for your chequing or U.S. dollar account if the balance is greater than \$500 and there have been no transactions (initiated by either you or us) during the statement period.

You will present your passbook to us no less frequently than every 30 days for updating. If you do not have your passbook updated after 50 transactions, we may send a recap statement containing those 50 transactions to you at the most recent address you have given to us.

You may also choose to view your transaction information exclusively through any electronic method that we permit and if so, you will review it no less frequently than every 30 days.

**12. Examining your transaction information** - You will promptly and carefully examine your account transaction information in your statement or passbook or through any electronic method that we permit. **You will notify us in writing of any errors or omissions in the account transaction information or the Instruments.**

If we do not receive notice from you:

- (a) if you receive a statement, within 30 days of the statement date;
- (b) if you have a passbook, within 30 days of the transaction date or 30 days from the passbook update, whichever is later; or
- (c) if you choose not to receive a statement or passbook, but instead to view your transaction information exclusively through any electronic method that we may permit, within 30 days of the transaction date, subject to (i) and (ii) below, you are deemed to have knowledge of and agree to accept the transaction information and Instruments posted to your account as valid and correct. In addition, we will be released from:
  - any claim with respect to any and every item or Instrument on or in the statement or passbook;
  - from any claim with respect to any and every transaction for customers who choose an electronic recordkeeping option; and
  - from any other claim for negligence, conversion, breach of trust, breach of fiduciary duty or otherwise.

At any time, we may correct:

- (i) amounts added to your account by mistake; or
- (ii) amounts charged to your account as a result of a forged or unauthorized endorsement of the payee of an Instrument drawn on your account. You must notify us in writing of any forged or unauthorized endorsement on any Instrument as soon as you discover it.

**13. Compliance with laws** - You acknowledge that all Instruments will be issued and paid and all transactions will be processed in accordance with applicable laws and regulations, including the rules of the Canadian Payments Association and any foreign clearing associations, and with any self-regulatory codes adopted by us, such as the Canadian Code of Practice for Consumer Debit Services.

## C - Guaranteed Investment Certificates (GICs) and Term Deposits

**1. GICs - Guaranteed return** - Your GIC is locked-in until the maturity date shown on your Confirmation of Investment or in your Renewal Confirmation. This means we will pay interest on the investment amount until the maturity date, but you cannot redeem or withdraw any amount until the investment matures. Notwithstanding the foregoing, we may, at our discretion, permit an early redemption or withdrawal upon payment by you of a penalty amount, as determined by us.

**2. Term Deposits - Withdrawals** - You may withdraw all or part of your Term Deposit before the maturity date. The amount that you may withdraw before the maturity date depends on the type and amount of your investment, as shown in the chart below. You will receive interest on the amount you withdraw at the applicable pre-encashment rate shown on the Confirmation of Investment or Renewal Confirmation.

You will continue to earn interest on the balance remaining at the original interest rate set out in the Confirmation of Investment or Renewal Confirmation.

Type of Deposit	Term (Years)	Deposit Amount	Minimum Withdrawal & Balance Remaining <sup>1</sup>
Standard	1 +	\$1,000 +	\$1,000
Standard	less than 1	\$5,000 +	\$5,000
Plan 60	1 +	\$10,000 +	\$10,000

If the term of your investment is less than one year, we may require you to notify us 24 hours before you make a withdrawal. If your term is one year or more, we may require 15 days advance notice of any withdrawal.

**3. Interest payments** - If you have arranged to have your interest paid to you by cheque, we will mail regular interest payments to you before the payment due date so that you will receive them by the due date. If the maturity option that you have chosen is to pay out the principal and interest, your final interest payment will be included with the principal and mailed to you on the maturity date. Interest is not paid on the investment beyond the maturity date.

**4. Contact customer** - If you choose a maturity option of "Contact Customer", we will try to contact you within two weeks prior to the maturity date for your instructions. If we are unable to contact you by the maturity date, we may deposit the investment (principal amount and any accrued interest) to any account you have with us, or we may (but are not obliged to) reinvest your investment for a term selected by us in our discretion and at our then current interest rate and terms. If we reinvest your investment, we will send your Renewal Confirmation to the most recent address we have for you. If you don't want us to reinvest your investment, you must tell us before the close of business on the maturity date. Interest will cease on investments that are not reinvested.

**5. Transfer of investment** - You may transfer and assign ownership of your GIC and your Term Deposit to another person. For more information about transferring your GIC, contact us at the contact branch office shown on your Confirmation of Investment or Renewal Confirmation.

**6. Changes to investment** - You may perform any transactions or deliver instructions that involve your investment at the branch of account, if applicable, through the contact branch office which is recorded on your Confirmation of Investment or Renewal Confirmation, or through our

electronic banking services. Also, if you find any errors with your investment, please contact us promptly.

- 7. Additional terms** - Some investments have additional terms which, if applicable, are shown on your Confirmation of Investment or Renewal Confirmation or provided to you separately at the time of your purchase. By purchasing that investment, you agree to be bound by them.

<sup>1</sup>*Subject to change from time to time.*

## D - Overdraft Protection

- 1. Access to credit** - If you have been approved for overdraft protection, you may overdraw your Protected Account up to your Protection Limit by the same methods you use to access your deposit balances (see [Access to your accounts](#) in Part B).
- 2. Repayment** - For each Protected Account, you agree to repay within 89 days after the date of the first overdraft within the statement period the full amount of the Outstanding Balance as shown on your statement or passbook. Your payment can be made by deposit to the Protected Account. We may require you to repay your Outstanding Balance on demand at any time.
- 3. Interest** - We will charge you interest at the rate advised at the time of your acceptance of overdraft protection (or as may be changed from time to time) on any amount overdrawn from or charged to your Protected Account from the date of the overdraft or charge until you have repaid it.  
Interest is calculated daily, compounded and payable monthly, not in advance. Interest will continue to be payable by you before as well as after:
  - we demand payment in full;
  - a breach by you of any of the terms of this Part D; or
  - a judgment is made against you.
- 4. Fees** - There are two types of overdraft protection:
  - **Overdraft Protection:** We will charge you a monthly fee for the use of overdraft protection for all or part of a month.
  - **Pay As You Go Overdraft Protection:** We will charge you a fee for each overdraft transaction to a maximum amount per day.
- 5. Choice of Overdraft Protection** - If you want overdraft protection, simply tell us and, if approved, we will arrange for the specific type of overdraft protection chosen to be added to your Protected Account. If you receive statements or are registered for EasyWeb™ Internet banking, you will see your Protection Limit reflected there. Your acceptance of the fee designating the type of overdraft protection without notice to us under Part B shall be your acceptance of that type of overdraft protection.
- 6. How we apply your payments** - We will apply each of your payments first to pay interest due. Then we will apply payments to other costs and charges. We will apply any remaining balance to reduce the principal amount.
- 7. Our right to reduce your Protection Limit or to refuse credit** - We may, without notice, reduce your Protection Limit or refuse to allow you to increase your Outstanding Balance or exceed your Protection Limit. If we allow you to exceed your Protection Limit at any time or provide you with any other accommodation, we do not surrender any of our rights, including refusing to allow you to exceed your Protection Limit at a future date. We will review your Protection Limit on a regular basis by assessing your creditworthiness.
- 8. Providing information and security** - You agree to provide, or cause to be provided at our request:
  - personal financial information; and
  - such security as we may require.
- 9. Terminating your overdraft protection** - We may cancel your overdraft protection without notice to you if you do not comply with any of the terms in this Part D. You may cancel your overdraft protection by notice to us, but termination does not relieve you of your obligations under this Part D until the Outstanding Balance has been paid in full.

## E - Safety Deposit Box

- 1. Opening a safety deposit box** - By signing a signature card, you agree that:
  - you have rented a safety deposit box from us; and
  - the lease will be renewed annually, as long as you pay your annual rental fee, subject to Paragraph 7 below.
- 2. Our obligations** - We will take all reasonable steps to ensure the safety deposit box is opened only by you, your deputy designated in writing and approved by us, or your legal representative. We will be responsible for any loss which results from our failure to exercise such ordinary due diligence.  
Unauthorized opening cannot be inferred from the loss of any of the contents of the safety deposit box. We will take reasonable care in operating the vaults and safes. **Notwithstanding the foregoing, we will not be liable for any delay, damage or inconvenience caused to or suffered by you or others as a result of your inability to access your safety deposit box for any reason, including any accident to, or failure in the working of, the safes, vaults, or the mechanism or locks thereof or for loss or damage occasioned by fire, theft or any other cause.**
- 3. Access to the safety deposit box** - Only you, your deputy or your legal representative shall have access to the box. Our employees are prohibited from accepting custody of a key to your box, or from acting as your deputy. Violation of this rule relieves us from any responsibility we may have under these terms. You may enter the vault only in the presence of the custodian. You may not enter the vault if another customer is in the vault. You will examine the contents of your box at a desk provided for that purpose and not in the vault.  
For your protection, any person seeking access to your safety deposit box must furnish to the person in charge of our vault such evidence as may reasonably be required to establish their identity and right to such access.
- 4. Keys** - You will receive two keys for each lock on the box rented. When a safety deposit box is surrendered all keys must be returned by you. If you lose a key, you must promptly tell us. You will be responsible for the expense of a new lock, which together with all other expenses caused by such loss is promptly payable by you and may be charged to any of your accounts. You will continue to be charged for the rental including applicable taxes (the rental or the rent) of the safety deposit box until all keys are returned to us or until the expense incurred by us due to the loss of any key(s) has been paid to us. Should we agree to supply duplicate keys, these must only be obtained through us, made on lockmaker's blanks. If you use keys which have been obtained from any other source, we have the right to replace the lock, and all expenses incurred in this connection are payable by you.
- 5. Use of safety deposit box** - You will not store in the box currency or legal tender of any country or jurisdiction, nor use the box for any purpose other than the storage of valuable papers and property which do not conflict with any laws, rules or regulations regarding fires or health or which are, in our absolute opinion, a danger or nuisance. You will not mark or deface the box in any way. You may not assign, sublet or transfer the right to the safety deposit box or access to it. We may immediately terminate your rights hereunder upon any breach of the terms of this Part E of the Agreement.
- 6. Indemnity** - You agree to indemnify and hold us harmless against and from all costs, losses and expenses to which we may be put, or for which we may become liable by reason of any legal proceeding relating to the contents of the safety deposit box.
- 7. Termination of lease** - We reserve the right to terminate your rights at any time by written notice to you or your deputy or legal representative (at the address in our records). When you receive such notice, you will withdraw the contents and surrender the keys of the safety deposit box. On such surrender we will refund any rent that has been paid for the unexpired portion of the term.
- 8. Non-payment of rent** - All rent is payable in advance. If you do not within one month after the expiration of any term pay the renewal rent or surrender the keys and give up possession of the safety deposit box or if your rights are forfeited, we may, on 15 days notice, forcibly open the box in the presence of two of our officers. We can remove the

contents of the box. We can hold and retain them on special deposit, subject to the payment of all rent that may be unpaid and to a charge for the use of the safety deposit box after the end of the term.

The charge is proportionate to the annual rent and also includes all expenses incurred in opening the box and changing its locks and keys and a reasonable charge for the safekeeping of the contents after their removal from the box. If the rent and charges are not paid to us, after giving 30 days notice of the time and place of the sale, we may sell such contents by public auction and apply the proceeds of the sale first, in payment of all charges in connection with the sale, and second, in payment of all the charges aforesaid. The balance of the moneys, if any, may be deposited in an account to your credit or that of your legal representative.

If the safety deposit box is not given up and the keys surrendered or lease renewed within one month after the expiration of the term, we may hold you liable for one year's further rent instead of exercising any of the rights specified above. You will pay the amount on demand. Failure to pay on demand will entitle us to terminate the lease and to exercise the rights specified above.

**9. Opening a joint safety deposit box** - If you sign a signature card with someone else, you have rented the box as joint tenants.

If you indicate that there may be access by any one, any one of you may access the box alone and, if any of you die, the survivor may access the box.

If you indicate that there may be access together, all of you must access the box together. If one or more of you die, the survivor may access the box.

**10. Fees** - Rental payments made by way of a billing notice will be charged an annual administrative fee. Late rental payments will be charged a late payment fee, in addition to the administrative fee.

For rental payments made by way of pre-authorized debits to your account:

- payments that cannot be processed because of insufficient funds, a billing notice will be issued for that payment and an administrative fee will be charged. Future payments will continue to be processed by pre-authorized debits, unless terminated by you.
- payments that cannot be processed for any reason other than insufficient funds (i.e. account closed, frozen, etc.), a billing notice will be issued for that payment and an administrative fee will be charged. The payment option for future rental payments will be by billing notice, unless changed by you.

## F - Joint Accounts

**1. Joint Account Authorization** - If more than one person signs (on the signature card or elsewhere) that an account is a joint account, the following terms apply collectively and individually to each of you and to any renewals of any such accounts.

You may choose to set up the signing authorities for your joint account to be *any one of you / all of you / any number of you*, as designated by you on the signature card. That designation means that the designated account holder or combination of account holders:

- authorizes us to pay and charge against the account any Instrument signed by the designated account holder or combination of account holders, even if the effect is to create or increase an overdraft in the account. If you do not complete this designation, Instruments must be signed by all of you;
- may provide instructions to us to close the account; and
- may provide instructions to us regarding the account and the funds in the account (except as otherwise provided in this Part F).

Notwithstanding the signing authorities for the account:

- at our discretion, we may require all of you to confirm the instructions regarding the account or the funds in the account;
- any one of you may make deposits - including cash and the proceeds of any Instrument payable to all or any of you - to the account;
- any one of you may provide instructions to stop payment of any Instrument, which act will terminate our authority to pay the Instrument;
- any one of you may sign receipts for vouchers, sign releases of us with respect to the account, confirm that the account is correct, and validate vouchers;

- any one of you may obtain information about the account, including information about the account prior to it becoming a joint account and any joint account holder;
- you may not appoint an attorney for the account without the consent of all of you.

- 2. Your liabilities** - You each jointly and severally agree with the other account holder(s) to pay any overdraft or other liability arising out of the operation of your joint account.
- 3. Bankruptcy/Incompetency** - We will not allow any of you to withdraw money from the account or deal with the account in any way if:
  - we discover that any one of you has declared bankruptcy or become the subject of bankruptcy proceedings; or
  - we are given notice that any one of you has been declared mentally incompetent or incapable of managing your own affairs, subject to you having appointed an attorney whose capacity survives your mental incompetency, or a legal guardian being appointed to manage your affairs.

**4. Survivorship** - You may designate an account (including a personal deposit account, GIC or Term Deposit) a joint account with right of survivorship (except for accounts opened in the province of Quebec) or without a right of survivorship on the signature card.

By signing the signature card and indicating that you want a right of survivorship, you each assign and transfer to all of you jointly and your survivors all moneys deposited to the account and interest on the deposits. If an account has a right of survivorship, on the death of any of you, but subject to any provision herein, or in any other terms and conditions applicable to a particular GIC relating to restriction on withdrawal, any moneys in the account may be withdrawn by the survivor or, if more than one, by the appropriate parties designated to sign on the account. If you do not complete the designation on the signature card, the account will be without a right of survivorship.

Where you have designated your joint account with right of survivorship, it is your intention that, on your death, the balance of your joint account shall not be treated as an estate asset and this shall constitute your irrevocable direction to us, upon receipt of a demand from the surviving joint account holder(s) requesting the balance of the account to be paid to the surviving account holder(s), to act in accordance with such request. We shall be entitled to pay the joint account holder(s) as requested without inquiring whether the surviving joint account holder(s) has, as between the surviving joint account holder(s) and your heirs, executors, administrators, assigns or any third party (hereinafter "third parties") the beneficial right to the monies so directed, and without recognizing any claim of any third parties.

## G - All Accounts and Services

- 1. Service charges** - We will charge our current service charges for Services that we perform for you at your request. Please see our service charge disclosure document for our current service charges. You will pay the service charges of any other financial institutions that are imposed as a result of any Service that you may use. We may debit your account for any applicable service charges in the currency of the account. If you don't have enough money in your account to cover the service charges, they may be charged to any other account you have with us. Our service charges are subject to change from time to time by notice to you or by posting the changes in our branches.  
If you close a Select Service Account opened prior to Mar. 1, 2001 with the TD Bank or a Private Banking Account within 6 months of applying for the account or within 6 months of the annual anniversary of that date, you will pay the equivalent of the monthly account fees for 6 months (less any fees paid for that period). You authorize us to debit any fees owing to your Account or to your TD Visa account.
- 2. Use of Services** - You will not use any Service for illegal, fraudulent or defamatory purposes or take any steps which could undermine the security or integrity of any Service.
- 3. Overdrafts (not covered by overdraft protection)** - Unless we agree, you may not overdraw your account. Service charges and costs may be charged by us to your account even if such charging creates or increases an overdraft in your account. If you create or increase an overdraft, you must promptly repay the amount you overdraw, without

notice from us. We will charge you interest at the Overdraft Rate on any amount overdrawn until you have repaid it.

If we allow you to overdraw your account, that must not be considered permission to do it again.

4. **Set off debts against your accounts** - We can apply a positive (credit) balance in any of your accounts with us against any debt, obligation or liability you may owe to us. We can set off these balances in any manner we consider necessary (unless we have specifically agreed not to do so), and we are not required to first give you any notice.
5. **Dormant (abandoned) accounts** - You acknowledge and agree that your account will be designated as inactive if you have not made any contact with us (by way of withdrawal, deposit, passbook update or online transaction) within a one year period. If you have not made any withdrawals or deposits (excluding service charges or interest credits) or have not communicated with us regarding the account, during the previous 10 years, under federal law your account will be considered abandoned. We will communicate with you within 2 years, 5 years and 9 years of your last account activity. Reasonable service charges may be charged on accounts which are inactive and which are presumed to be abandoned. If there are insufficient funds in your account to cover the service charges which are payable by you, you authorize us to close the account without notice to you. Accounts which are inactive or presumed to be abandoned will be subject to escheat (this means the deposits become the property of the federal government) in accordance with federal law and transferred to the Bank of Canada. There is a process for reclaiming those deposits by filing a claim with the Bank of Canada.
6. **Liability for damages limited - We will not be liable for any damages (including special, indirect or consequential damages) resulting from:**
  - **any failure, error, malfunction or inaccessibility of any Machine, system or equipment; or**
  - **any failure, error or delay in any Service even if:**
    - **we knew that damage was likely; or**
    - **the damage was a result of our negligence or the negligence of our employees, agents or representatives;**
  - **payment of funds to the surviving joint account holder(s) where your account is designated with right of survivorship.**
7. **Accounts in trust** - If you have deposited money in your own name in trust for someone else, you can withdraw the money or close the account. If you die, your legal representative can continue to operate this account in trust.
8. **Costs and legal fees** - You agree to pay us for any cost to recover amounts that you owe us. These costs include legal fees on a solicitor and his own client basis as well as those reasonable counsel fees charged by our legal department. If you fail to pay our costs, they will be charged against your account.
9. **Foreign currency transactions** - Any foreign currency transaction will result in the foreign currency being converted to Canadian dollars at the exchange rate in effect on a date determined by us, which may be different from the date you perform the Service. If a foreign currency transaction must be reversed, for any reason, you agree that you will be responsible for any loss or cost associated with the currency exchange and we may charge this loss or cost to your account.
10. **Waiver of protest** - You waive presentment, protest and notice of dishonour on all Instruments which we receive in any way for discount, deposit, collection or acceptance on your account. You will be liable to us for any Instrument received for your account as if it were presented, protested and given notice of dishonour in the usual way.
11. **Changing this Agreement and our service charges** - We may change the provisions of this Agreement and the charges for use of the Services, including use of the Card, from time to time. We will notify you, or any one of you if you have a joint account, of any changes by:
  - sending you notice the same way we send your account statement (to your address as shown in our records); or
  - posting a notice in all our branch offices.
12. **Service of documents** - Accounts of The Toronto-Dominion Bank are maintained at the contact branch of account designated in the account statement, passbook, deposit receipt, Confirmation of Investment or Renewal Confirmation. Accounts of TD Mortgage Corporation, TD Pacific Mortgage Corporation or The Canada Trust Company are accessible through the contact branch identified in the account statement, passbook, deposit receipt, Confirmation of Investment or Renewal Confirmation. Service of legal notices and seizures on those contact branches will be effective service on these affiliates - only for deposits arranged through those contact branches - and not for any other deposits or other matters involving these affiliates.

If we incur any expenses in responding to any legal notice, seizure, demand or other court process governing your accounts, we may charge such expenses to your account. We may, but are not required to, notify you of the receipt of any demand prior to its payment by us.

We may serve you with any notice, demand or legal document by mailing it to you by ordinary mail at your address in our records, or by facsimile transmission or e-mail at the telephone number or e-mail address provided by you. It will be considered to have been received by you five days after we mail it or at the time of sending in the case of facsimile transmission or e-mail.
13. **Demand for Information or Documentation** - You acknowledge that from time to time we may be required to respond to or comply with requests or demands for information or documentation regarding your account. You agree that we may charge you for the costs of our complying with court orders, warrants, summons to witnesses, subpoenas, statutory demands or responding to any legal proceeding in which copies of your financial information or records are sought or required from us. The costs we may charge to your account include, but are not limited to, reasonable legal fees, third party service provider fees, fees for clerical time and copy charges. We may charge such costs to your account.
14. **Headings** - These are provided as a reference for your convenience. They are not part of the terms and conditions of this Agreement.
15. **Our right to cancel this Agreement** - We will provide notice to you that we consider to be reasonable before we will close any account. We may cancel this Agreement and refuse to provide any Services without notice. In all cases, you still must fulfill all of your obligations under this Agreement. You are not relieved of your obligations until all amounts owed to us have been paid in full. This includes any interest, service charges or costs.
16. **Who is governed by this Agreement** - This Agreement applies to all accounts operated by you covered by this Agreement and Services provided by us at any of our branches or offices. This Agreement is binding on us, our successors and assigns. It is also binding on you, your successors, permitted assigns and attorneys, and on your heirs and personal representatives - including your executors and administrators. You must obtain our written consent to assign this Agreement and any account to another person. The singular shall be construed as meaning the plural and vice versa where the context so requires.
17. **Electronic communications** - Any electronic communication between you and us will take place according to the provisions of this section. The term "electronic communication" means any communication of instructions by telex, telephone, wire or other method of telecommunication or electronic transmission, including a facsimile transmission or personal computer.

We will consider any electronic communication received from you or in your name to be duly authorized by you. You authorize us to rely and act on any such communication. If the communication is by facsimile transmission, we will be entitled to act upon any signature purporting to be your signature. If we try to verify the signature on a facsimile transmission or the validity of any instructions electronically communicated (though we are not obligated to do so) and are unable to do so to our satisfaction, we may delay in acting on or refuse to act on such instructions.

We may, at your request, forward to you copies of any statements, Instruments or other documents by facsimile or other electronic transmission to the number or address provided by you from time to time.

*For our mutual protection, we may record all telephone calls that relate to the use of or include instructions for using the Services or Machines.*

You agree that our records regarding any electronic communication will be admissible in any legal, administrative or other proceedings as if such records were original written documents. Our records will be conclusive proof of the information contained in such electronic communications.

- 18. If You Have a Problem or Concern** - Tell us about your problem or concern 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, call us toll free at 1-800-430-6095, contact us by mail at Customer Feedback, TD Centre, P.O. Box 193, Toronto, Ontario, M5K 1H6, by fax at 1-877-983-2932 or by e-mail at [customerfeedback@td.com](mailto:customerfeedback@td.com). As a next step, if your concern remains unresolved, the Manager will offer to elevate your problem to a representative of the Senior Management Office. Alternatively, if you prefer to elevate the problem yourself, you may contact the Manager, or one of our telephone banking specialists at the toll-free number above, and they will assist you.

If your concern remains unresolved, you may contact the TD Ombudsman, by mail at P.O. Box 1, TD Centre, Toronto, Ontario, M5K 1A2, or toll free at 1-888-361-0319. If your concern still remains unresolved, you may then contact the Ombudsman for Banking Services and Investments (OBSI) by mail at P.O. Box 896, STN Adelaide, Toronto, Ontario, M5C 2K3 or toll free at 1-888-451-4519.

For a more detailed overview please obtain a copy of our "If You Have a Problem or Concern" brochure from any branch or from our website at [www.td.com](http://www.td.com).

Financial Consumer Agency of Canada - If you have a complaint regarding a potential violation of a consumer protection law, you may contact the Financial Consumer Agency of Canada in writing at 6th Floor, Enterprise Building, 427 Laurier Ave. West, Ottawa, Ontario K1R 1B9. Please note that the FCAC does not become involved in matters of redress or compensation - all such requests must follow the process set out above.

- 19. Protecting your privacy** - The word "*Information*" means personal, financial and other details about you that you provide to us and we obtain from others outside our organization, including through the products and services you use.

You acknowledge, authorize and agree as follows:

**Collecting and Using your Information** - At the time you begin a relationship with us and during the course of our relationship, we may collect Information including:

- details about you and your background, including your name, address, date of birth, occupation and other identification, all of which are required under law;
- records that reflect your business dealings with and through us; and
- your financial preferences and activities.

This Information may be collected from you and from sources outside our organization, including from:

- government agencies and registries, law enforcement authorities and public records;
- credit reporting agencies;
- other financial institutions;
- other service providers, agents and other organizations with whom you make arrangements;
- references you have provided; and
- persons authorized to act on your behalf under a power of attorney or other legal authority.

You authorize those sources to give us the Information.

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

- verify your identity;

- evaluate and process your application, accounts, transactions and reports;
- provide you with ongoing service;
- analyze your financial needs and activities to help us serve you better;
- help protect you and us against fraud and error;
- help manage and assess our risks, operations and relationship with you; and
- comply with applicable laws and requirements of regulators, including self-regulatory organizations.

**Disclosing your Information** - We may disclose Information including as follows:

- with your consent;
- in response to a court order, search warrant or other demand or request, which we believe to be valid;
- to meet requests for information from regulators, including self-regulatory organizations of which we are a member or participant, to satisfy legal and regulatory requirements applicable to us;
- to suppliers, agents and other organizations that perform services for you or for us or on our behalf;
- when we buy or sell all or part of our businesses or when considering such transactions;
- to help us collect a debt or enforce an obligation owed to us by you; and
- where permitted by law.

**Sharing Information within TD Bank Financial Group (TDBFG)** - Within TDBFG we may share Information, other than health-related Information, for the following purposes:

- To manage your total relationship within TDBFG, including servicing your account, as well as our business risks and operations;
- To comply with legal or regulatory requirements; and
- To allow other businesses within TDBFG to tell you about products and services. If you prefer, you may choose not to have us share your Information in this way.

**Additional Collections, Uses and Disclosures**

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

**Credit Consent** - For a credit card, line of credit, loan, mortgage or other credit facility, or a deposit account with overdraft protection, hold and/or withdrawal or transaction limits, we will obtain information and reports about you from credit reporting agencies and other lenders at the time of and during the application process, and on an ongoing basis to review and verify your creditworthiness and/or establish credit and hold limits. You may choose not to have us conduct a credit check in order to assess an application for credit. Once you have such a facility or product with us, we may from time to time disclose your Information to other lenders and credit reporting agencies seeking such Information, which helps establish your credit history and supports the credit granting and processing functions in general. If you have a credit product with us, you may not withdraw your credit consent.

**Insurance** - If you are applying for, requesting prescreening for, modifying or making a claim under an insurance product that we insure, reinsure, administer or sell, we may, if necessary, collect, use, disclose and retain health-related Information about you. We may collect this information from you or any health care professional, medically-related facility, insurance company or other person who has knowledge of your Information. We may also obtain a personal investigation report.

We may use your Information to:

- ensure you are eligible for coverage;
- administer your insurance and our relationship with you;
- investigate and adjudicate your claims; and
- help manage and assess our risks.

We may share your Information with any health-care professional, medically-related facility, insurance company or other person who has knowledge of your personal Information, to allow them to properly answer questions when providing us with Information about you. We may share lab results about infectious diseases with appropriate public health authorities.

If we collect your health-related Information for the purposes described above, it will not be shared within TDBFG, except to the extent that other TDBFG companies insure, reinsure, administer or sell relevant coverage and the disclosure is required for the purposes described above. Your health-related Information may be shared with administrators, service providers, reinsurers and prospective insurers and reinsurers of our insurance operations, as well as their administrators and service providers for these purposes.

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

- better understand your financial needs and activities so that we may tell you about other products and services that may be of interest to you, including those offered by our affiliates and third parties we select
- determine your eligibility to participate in contests, surveys or promotions, and to conduct and administer contests that you enter
- conduct research and surveys to assess your satisfaction with us as a customer, and to develop products and services to meet your needs
- contact you by telephone, fax and automatic dialing-announcing device, at the numbers you have provided us, or by internet, mail, email and other methods.

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

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

**Telephone discussions** - When speaking with one of our telephone service representatives, we may monitor and/or record your telephone discussions for our mutual protection, to enhance customer service and to confirm our discussions with you.

**More Information** - Please read our Privacy Code - "*Protecting Your Privacy*" for further details about these provisions and our privacy policies. Visit [www.td.com/privacy](http://www.td.com/privacy) or contact us for a copy.

You acknowledge that we may amend these privacy provisions and our Privacy Code from time to time to reflect changes in legislation or other issues that may arise. We will post the revised provisions and Privacy Code on our website listed above. We may also make them available at our branches or other premises or send them to you by mail. You acknowledge, authorize and agree to be bound by such amendments.

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

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\* Visa International Service Association/Used under license.

The Green Machine is a trade-mark of The Toronto-Dominion Bank.