Cardholder and Electronic Financial Services Terms and Conditions

The Cardholder and Electronic Financial Services Terms and Conditions, as amended from time to time (this "Agreement") applies when you use your Card or access and use any Electronic Financial Service (as defined below). It does not replace any other agreement you may have with us for any other product or service.

1. Definitions:

In this Agreement the following terms have the following meanings:

"Card" means the TD Access Card, TD Canada Trust Credit Card or any other card that is issued to you, your attorney or signed by you or your attorney. "Card" includes the Card number or a combination of numbers and/or letters that we may allow you to select as your username for an Electronic Financial Service, unless otherwise specified.

"Card Not Present Transaction" means an Internet, mail order or telephone order transaction using the Card without the PIN.

"CVV2" means the three-digit security code on the back of the Card, where applicable.

"Electronic Financial Service" means any of the following services:

- Green Machine® ATMs, *Interac*, *Visa* and *PLUS*®[1] Network ATMs;
- Point-Of-Sale (POS) debit card terminals such as *Interac*, *Visa*, *Interlink*® and NYCE® Network terminals;
- EasyLine telephone banking service, which includes instructions given verbally or through the use of an interactive voice response (IVR) system;
- EasyWeb Internet banking service;
- WebBroker online brokerage service;
- Card Not Present Transaction;
- *Interac* Flash;
- Mobile banking; and
- Any other electronic financial service, which we may offer to you to use with your Card and/or PIN.

"PIN" means your Personal Identification Number, EasyLine PhoneCode®, EasyWeb password or any other number or word used with your Card.

"We" or **"us"** means The Toronto-Dominion Bank and its affiliates.

2. Use of your Card & PIN:

You may not use the Card before the valid from date or after the expiry date shown on it. You may be required to activate your Card before it can be used. We may issue a renewal Card when your current Card expires or replace it with a different card type if your Card is discontinued for any reason.

The Card and PIN are used to identify you and to access an Electronic Financial Service. You authorize us to accept and you agree to be responsible for, any verbal or electronic instructions given by you through an Electronic Financial Service to the same extent as if you had given signed, written instructions to us. You may also use your Card without the PIN for *Interac* Flash and Card Not Present Transactions at participating merchants. For those transactions, you will have the same rights and responsibilities as if you had used your Card and PIN.

Transactions are posted to and funds debited from your account on the date the transaction is authorized by us. If there is a difference between the original authorized amount and the final settled amount of the transaction, your account may be credited with the original authorized amount and subsequently debited for the final settled amount of the transaction.

You may be required to register for and use the *Verified by Visa* program in order to access or use the Card for Card Not Present Transactions with participating merchants. Access to or use of the *Verified by Visa* program is governed by the *Verified by Visa* Cardholder Terms and Conditions.

3. Use of Electronic Financial Services:

Use of your Card and any Electronic Financial Service will show that you have received, understood and agreed to this Agreement. You will use Electronic Financial Services in accordance with the terms in this Agreement or as we may otherwise communicate to you from time to time. You will not use Electronic Financial Services for illegal, fraudulent or defamatory purposes or take any steps which could undermine the security or integrity of any Electronic Financial Service, or cause harm to or threaten to harm any other user of Electronic Financial Services.

4. Selection of your PIN:

(a) Customer Selected PIN: You may select a PIN for use at ATMs or POS terminals at any TD Canada Trust branch when your Card is issued, or at any other time. PIN length is determined by current market standard. When travelling outside Canada, you may wish to select a 4-digit PIN, as some foreign ATMs do not accept anything other than 4 digits.

You will be issued a temporary PIN for some Electronic Financial Services when the service is set up for you. You will be prompted to change this PIN when you first use the service.

(b) PIN Mailer: A system-generated PIN for ATM or POS terminal use may be provided by us to you. This PIN is generated in a secure environment and printed on a tamper-proof form so that when you open it, you will be the only person to have knowledge of this PIN. If we send you a PIN, you will destroy the document on which it is printed.

5. Card and PIN Security and Confidentiality:

You are responsible for the care and control of your Card and PIN. You must keep your Card and PIN confidential and take every reasonable precaution to maintain them safely. This includes:

- Keeping possession of your Card;
- Keeping your PIN separate from your Card. If you must write down your PIN, you will not record it on, or in proximity to, your Card;
- Avoiding PIN combinations that may be easily determined by others such as your name, birthday, phone number, address, Social Insurance Number, etc.;
- Not disclosing your PIN voluntarily to anyone else at any time, including to a family member, friend, financial institution employee or law enforcement agency;
- Taking all reasonable precautions to ensure that no one finds out your PIN while keying it in or logging into an Electronic Financial Service.

6. Lost or Stolen Card or PIN:

You will notify us immediately if:

- Your Card is lost or stolen, or you suspect it is lost or stolen, or someone has used it other than yourself.
- Your PIN or Card number has become or you suspect it has become known to someone else.

You may notify us by visiting the nearest branch or calling EasyLine telephone banking at one of the telephone numbers provided in Section 12.

You will not be liable for any transactions resulting from the loss or theft of your Card or compromise of your PIN that occur after the time you tell us about the loss, theft or compromise.

7. Your Liability for Transactions:

You are responsible for the full amount of all transactions on your account authorized by you. You authorize transactions by:

a) Using your Card and PIN to access an Electronic Financial Services;
b) Providing your Card, Card expiry date and/or CVV2 to a merchant or other third party to complete a Card Not Present Transaction;
c) Your Card being used for an *Interac* Flash transaction at a participating merchant; or
d) Authorizing anyone else to do a), b) or c) above.

You are also responsible if:

- You make any entry error or worthless or fraudulent deposit through an Electronic Financial Service; or
- You fail to notify us as soon as you become aware that your PIN may have become known to someone else or your Card has been lost, stolen or misused.

Your liability may exceed your account's credit balance or available funds if:

- The account is a credit card account or a Line of Credit account, has overdraft protection, or is linked with another account having some or all of these features. In these cases, you will be liable for the amount borrowed, plus interest and/or service charges; or
- The transaction is completed on the basis of an entry error or a fraudulent or worthless deposit made through an Electronic Financial Service. Your liability will include (but not be limited to) the amount of the fraudulent or worthless deposit.

We will not hold you liable for transactions completed through an Electronic Financial Service where it can be shown that you have been a victim of fraud, theft or have been coerced by trickery, force or intimidation provided you report the unauthorized incident to us promptly and cooperate fully in any subsequent investigation and you have not contributed to such unauthorized transaction.

8. Our Liability:

We are liable for:

- Unauthorized transactions after you have notified us that your Card has been misused, lost or stolen or that the PIN security has been breached.
- Transactions completed through Cards that are forged, faulty, expired or cancelled.
- Fraudulent or negligent conduct by our employees or agents, companies involved in networking arrangements, merchants who are linked to the electronic funds transfer system or their employees or agents.
- Losses to your account resulting from any failure, error, malfunction or technical problem of our system or equipment.

9. Accounts and Electronic Financial Services:

You may choose, where applicable, which Electronic Financial Services you wish to access through your Card. You acknowledge that you may designate accounts you wish to link to your Card for access at ATMs, POS terminals, Card Not Present Transactions, *Interac* Flash, or through the EasyLine telephone banking service IVR system. Card Not Present Transactions will be processed through the account that has been lodged to the 'chequing' field on the Card.

You further acknowledge that you may have access to all of your accounts by speaking to an EasyLine telephone banking specialist, by logging on to EasyWeb Internet banking service, or by visiting a branch.

Where your account has overdraft protection, is a Line of Credit account, a credit card account, or is linked with another account having some or all of these features, you will have access to these features and the balances in those accounts through Electronic Financial Services.

10. Limits:

We may set limits for your use of Electronic Financial Services and may change these at any time, with or without notice to you. Your daily and weekly ATM, POS, Card Not Present Transactions, *Interac* Flash and deposit hold limits are set out in the document that accompanied the Card issued to you. We reserve the right, at our discretion, to exceed these limits to complete previously authorized transactions. It is your responsibility to check your limits from time to time through your branch or EasyLine.

When your Card is issued, when a replacement Card is provided or at any other time, you may request lower limits where those limits do not correspond to your daily or weekly usage expectations and present a level of unwanted risk for you.

11. Changes to Services:

We may add, remove or change any part or feature of any Electronic Financial Service without giving you notice. This Agreement applies to any Electronic Financial Service (or parts or features thereof) added or changed by us.

12. Resolving Disputes:

We are not responsible for any failure to supply, or lack of suitability or quality of, any goods or services purchased from merchants or others through an Electronic Financial Service. You will resolve the dispute directly with the merchant or others involved.

If you have a problem regarding a transaction completed through an Electronic Financial Service that is posted to your account, speak to your branch, call the EasyLine telephone banking service at 1-866-222-3456 for English, 1-800-895-4463 for French, or 1-800-361-1180 for TTY (Text Telephone) to place a trace on the transaction. After you report an unauthorized transaction, we will make every attempt to resolve your issue within 10 business days. If required during investigation, you agree to provide a signed written statement, and if applicable, a signed written affidavit. This may result in a temporary suspension of the 10 day time limit, until the requested documentation is received.

If we later determine that a transaction was authorized by you, then we may reverse any amounts we reimbursed to you and you will be responsible for the transaction (including any interest and service charges if such reversal overdraws your account). If the problem is not resolved to your satisfaction, follow the process outlined in Section 31 *"If You Have A Problem Or Concern"*.

13. Service Charges:

We will charge our current service charges for the Electronic Financial Services used by you. Please see our service charge disclosure document for our current fees. You will pay the service charges of any other financial institution that are imposed as a result of any Electronic Financial Service that you may use. We may debit your account accessed through the Electronic Financial Service for any applicable service charges. 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, or your account may be overdrawn. Our service charges are subject to change from time to time.

14. Foreign Currency Transactions:

If you use the Card to make purchases or withdrawals in U.S. Dollars, Euros, Great Britain Pounds, Australian Dollars, or Mexican Pesos, the foreign currency will be converted directly to Canadian Dollars before it is debited from your account. If you use the Card to make purchases or withdrawals in any other foreign currency, the currency will be first converted to U.S. Dollars and then to Canadian Dollars before it is debited from your account. Credits to your account involving a foreign currency will also be converted directly to Canadian Dollars, or first to U.S. Dollars and then to Canadian Dollars, depending on the foreign currency involved as set out above.

When you use your Card to make a purchase or withdrawal in a foreign currency at a merchant or an ATM outside of Canada displaying the *Visa* or *PLUS* system symbol, a fee in the amount of 2.5% of the converted amount will be added to the purchase or withdrawal.

If the foreign currency transaction is a purchase or withdrawal at a merchant or ATM not displaying the *Visa* or *PLUS* system symbol, included in the currency exchange cost is a conversion fee which is calculated by adding an additional 0.025 to the interbank currency exchange rate applicable at the time of the purchase or withdrawal.

15. Electronic Payments:

You are responsible for the accuracy of your electronic payment instructions, including the billing company paid, billing account number and payment amount. Depending on the type of payment, electronic payment instructions once sent may be final and irrevocable, so that funds sent in error may not be possible to retrieve. It is your responsibility to ensure that the biller, billing account number and personal payee information in your bill profile, and your personal information registered on our system, is accurate at all times. We can update your bill profile, including your billing account numbers and billers' names if informed of a change by the biller or if deemed necessary by us.

It is your responsibility to ensure that sufficient funds are available in your account (or through overdraft protection linked to your account) as at the effective time of your payment - payment instructions will not be processed without sufficient funds. Postdated payments set up by you may not be processed for a number of reasons, including insufficient funds, inconsistency between the billing account number on your postdated payment and the billing account number registered on your bill profile at the time of processing the payment, and a change in status of your Card, the biller, or your bill profile.

You recognize that different billers have different payment requirements and that you are responsible to know what your biller's payment requirements are. We may reject, cancel or return a payment to you that does not meet these requirements. In addition, you are responsible to ensure that your payments are requested so that there is sufficient time prior to their due date for them to be processed by us and by the biller. Payment instructions made by you after our daily cut-off time or on a non-business day will require extra time to reach the biller.

We are not responsible for any penalties, fees, interest, costs or damages imposed upon or suffered by you with respect to any payments or for our inability to retrieve electronic payments from third party accounts with us or from other financial institutions.

16. *Interac* Flash:

(a) Opting In / Opting Out

You must have a preselected chequing account linked to your Card for this feature to be enabled.

You can have *Interac* Flash enabled or disabled on your Card by contacting any TD Canada Trust branch or calling EasyLine telephone banking at one of the telephone numbers provided in Section 12.

(b) Total *Interac* Flash Spend Limits

Should you exceed the maximum total contactless spend limit at any merchant, you will be asked to insert your Card and enter your PIN in order to complete the transaction. Upon successful completion of the transaction, your *Interac* Flash spend limit will be reset to zero. The spend limit is set out in the document that accompanied the Card issued to you.

17. *Interac* e-Transfer:

To send an *Interac* e-Transfer, you must provide the recipient's email address, and a security question ("Security Question") that will be used to authenticate the recipient of the transfer. To receive an *Interac* e-Transfer, you must correctly answer the Security Question.

You agree that, as a sender of an *Interac* e-Transfer, it is your responsibility to (a) provide the accurate email address of the recipient; (b) create an effective Security Question and answer that is known only to you and the recipient, and (c) not to use email or any optional message that may accompany the transfer to send the recipient the answer to the Security Question. As a recipient, you agree to keep the answer to the Security Question confidential at all times and to use it only as required to receive the transfer.

We will be entitled to pay the transfer to anyone who claims it as the recipient and correctly answers the Security Question, whether or not that person is the person intended to receive the transfer. We will not be liable for losses incurred by you as a sender or recipient of an *Interac* e-Transfer as a result of misuse, improper communication or disclosure of the answer to the Security Question.

18. Transaction Records Activity:

You will be offered a transaction record at an ATM, POS or other payment terminal for your convenience to enable you to check your account entries. You will be provided with an electronic verification number for other Electronic Financial Services.

Our transaction records will be conclusive proof of use of your Card or an Electronic Financial Service. Even though you may be provided with a transaction record, electronic verification number or interim statement, our verification and acceptance of all transactions will be considered correct and binding unless there is an obvious error.

Transactions completed through an Electronic Financial Service may be credited or debited to your account on a date determined by us. This date may be different than the date on which you used the Electronic Financial Service.

19. Electronic Document Presentment:

We are not responsible for the failure of any company to provide any document or bill electronically to you.

20. Debit Card Code of Practice:

We endorse the Canadian Code of Practice for Consumer Debit Card Services and commit to maintain or exceed the level of customer protection it establishes.

21. Liability For Damages Limited:

We will not be responsible or liable for any damage, loss or inconvenience you may incur if you are unable to access any Electronic Financial Service as a result of any failure, error or malfunction, even if the failure, error or malfunction was a result of our negligence or the negligence of our employees, agents or representatives.

22. Your Right to Cancel Any Electronic Financial Service:

Unless otherwise provided in this Agreement, any other agreement applicable to the Electronic Financial Service or agreed to by us, you may cancel any Electronic Financial Service by notifying your branch or contacting the EasyLine telephone banking service at one of the numbers provided in section 12. In all cases, you still must fulfill all your obligations under this Agreement or other applicable agreement.

23. Our Right to Terminate This Agreement or Cancel your Card or PIN:

We may cancel your Card or PIN, terminate this Agreement, or suspend or refuse to provide any Electronic Financial Service without notice to you. 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, including interest, service charges and costs, have been paid in full. If this Agreement is terminated, you will, at our request, return all Cards to us.

24. Changing This Agreement and Our Service Charges:

We may add to or change the provisions of this Agreement and the charges for the use of the Electronic Financial Services from time to time. We will notify you of any additions or changes by either sending you notice (written or electronic), posting a notice in our branches, displaying a notice at our ATMs or by notice on the TD Canada Trust website.

If you use your Card after we send or post a notice, you accept the changes as of the effective date set out in the notice.

Except if provided in writing, any waiver by us of any provision of this Agreement will not be considered a precedent for waiving the same or any other provision.

25. Transfer of Rights:

We may transfer, sell or otherwise assign all of our rights under this Agreement. If we do so, we may disclose information about you and your Card to anyone to whom we assign our rights.

26. Headings:

The headings to each section of this Agreement are added for convenience and do not change the meaning of any provision of this Agreement.

27. Severability:

If it is found by a court that any portion of this Agreement is invalid or unenforceable, the remainder of the Agreement will not be affected.

28. Governing Law:

This Agreement will be governed by and interpreted in accordance with the laws of the province or territory in Canada where you reside or most recently resided and the laws of Canada, as applicable. If you have not resided in Canada, this Agreement will be governed by and interpreted in accordance with the laws of the Province of Ontario and Canada, as applicable.

29. For Quebec Only:

It is the express wish of the parties that this Agreement and any directly or indirectly related documents be drawn up in English. Les parties ont exprimé la volonté expresse que cette convention et tous les documents s'y rattachant directement ou indirectement soient rédigés en anglais.

30. Consent to the Collection, Use and/or Disclosure of Your Information:

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 agree that, at the time you begin a relationship with us and during the course of our relationship, we may collect, use and disclose your Information as described in the Privacy Agreement, available at td.com/Privacy, including for, but not limited to, the purposes of: identifying you, providing ongoing service, understanding your financial needs, protecting us both from fraud and error, complying with legal and regulatory requirements, and marketing products and services to you by telephone, fax, and automatic dialing-announcing device, at the numbers you have provided us, or by internet, mail, email or other methods.

31. 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 email at 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 ADR Chambers Banking Ombuds Office (ADRBO) by mail at 112 Adelaide Street East, Toronto, Ontario, M5C 1K9 or toll-free at 1-800-941-3655 or toll free fax: 1-877-307-0014 and at www.bankingombuds.ca or contact@bankingombuds.ca.

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.

Financial Consumer Agency of Canada (FCAC) - 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. 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 - all such requests must follow the process set out above.

1 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 phone us.

All trade-marks are the property of their respective owners.

®/ The TD logo and other trade-marks are the property of The Toronto-Dominion Bank or a wholly-owned subsidiary, in Canada and/or other countries.