



Appendix 1

Changes to the *Cardholder and Electronic Financial Services Terms and Conditions*

The *Cardholder and Electronic Financial Services Terms and Conditions* relates to your TD Access Card and to the Electronic Financial Services we provide, such as EasyWeb® Online banking, EasyLine® telephone banking and ATMs.

1. Amendments to the *Cardholder and Electronic Financial Services Terms and Conditions*

Existing Wording	New Wording	
Section 1. Definitions – definition of “Electronic Financial Services”	Section 1. Definitions – definition of “Electronic Financial Services”	Summary of Updates
(...) “ Electronic Financial Services ” are services that allow you to access and conduct transactions on your account by using your Card, PIN, and/or your Credentials in any of the following ways: (...)	(...) “ Electronic Financial Services ” are services provided by us that allow you to access and conduct transactions on your TD account, by using your Card, PIN, and/or your Credentials in any of the following ways: (...)	This section was revised to clarify that the definition of Electronic Financial Services captures only services <u>provided by TD</u> to access and conduct transactions on a <u>TD</u> account.
Section 5. Security and Confidentiality	Section 5. Security and Confidentiality	Summary of Updates
You are responsible for the care and control of your Card, PIN, Credentials, Passcode Locks and any computer, mobile device or tablet that you use to access an Electronic Financial Service. You must keep your Card, PIN, Credentials and Passcode Locks confidential and take every reasonable precaution to maintain them safely. This includes: <ul style="list-style-type: none"> • Keeping possession of your Card; • Keeping your PIN and Passcode Locks separate from your Card and Credentials. If you must write down your PIN or Passcode Locks, you will not record it on, or in proximity to, your Card or Credentials; • Avoiding PIN or Passcode Lock combinations or the creation of Credentials that may be easily determined by others such as your name, birthday, phone number, address, Social Insurance Number, etc.; 	You are responsible for the care and control of your Card, PIN, Credentials, and Passcode Locks. You are also responsible for the care and control of any device that you use to access an Electronic Financial Service including any computer, mobile device or tablet. You must keep your Card, PIN, Credentials and Passcode Locks confidential and take every reasonable precaution to maintain them safely. This includes: <ul style="list-style-type: none"> • Keeping possession of your Card; • Keeping your PIN and Passcode Locks separate from your Card and Credentials. If you must write down your PIN or Passcode Locks, you will not record it on, or in proximity to, your Card or Credentials; • Avoiding PIN or Passcode Lock combinations or the creation of Credentials that may be easily determined by others such as your name, birthday, 	We have made updates to this section to specify that you are responsible for the care and control of <u>any device</u> that you use to access an Electronic Financial Service. Previously, the clause referenced only three device types: computer, mobile device or tablet.

<ul style="list-style-type: none"> • Not disclosing your PIN, Passcode Locks or Credentials 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, Passcode Locks or Credentials while keying it in or logging into an Electronic Financial Service. 	<p>phone number, address, Social Insurance Number, etc.;</p> <ul style="list-style-type: none"> • Not disclosing your PIN, Passcode Locks or Credentials 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, Passcode Locks or Credentials while keying it in or logging into an Electronic Financial Service. 	
<p>Section 6. Lost and Stolen Card, PIN or Credentials</p>	<p>Section 6. Lost and Stolen Card, PIN or Credentials</p>	<p>Summary of Updates</p>
<p>You will notify us immediately if:</p> <ul style="list-style-type: none"> • Your Card is lost or stolen, or you suspect it is lost or stolen, or someone has used it other than yourself. • Your PIN, Card number or Credentials have become or you suspect have become known to someone else. • A computer, mobile device or tablet that you use to access an Electronic Financial Service is, or you suspect is, lost or stolen, or has been compromised. <p>You may notify us by visiting the nearest branch or calling EasyLine telephone banking at one of the telephone numbers provided in Section 12.</p> <p>You will not be liable for any transactions resulting from the loss or theft of your Card or compromise of your PIN or Credentials that occur after the time you tell us about the loss, theft or compromise.</p>	<p>You will notify us immediately if:</p> <ul style="list-style-type: none"> • Your Card is lost or stolen, or you suspect it is lost or stolen, or someone has used it other than yourself. • Your PIN, Card or Credentials have become, or you suspect have become, known to someone else. • A computer, mobile device, tablet or other device that you use to access an Electronic Financial Service is, or you suspect is, lost or stolen, or has been compromised or misused. • You suspect or become aware of any unauthorized activity, fraud, failure, misuse, malfunction, or error related to your Card, PIN, Credentials or an Electronic Financial Service. <p>You may notify us by visiting the nearest branch or calling EasyLine telephone banking at one of the telephone numbers provided in Section 13.</p> <p>You will not be liable for any TD account losses resulting from the loss or theft of your Card or misuse of your PIN or Credentials that occur after the time you tell us about the loss, theft or misuse.</p>	<p>This section requires you to notify us in certain circumstances, such as when your Card is lost or stolen or you suspect that it is. We have changed this section to add an additional notification requirement. The addition requires you to notify us immediately if you suspect or become aware of any unauthorized activity, fraud, failure, misuse, malfunction, or error related to your Card, PIN, Credentials or an Electronic Financial Service.</p> <p>The changes also specify that you must notify us if you know or suspect that <u>any device</u> used to access an Electronic Financial Service is lost, stolen, or has been compromised or misused. Previously, Section 6 referenced only three device types: computer, mobile device or tablet.</p> <p>The changes also clarify that the limit to your liability that applies after you tell us about a loss, theft or misuse, is for <u>TD account losses</u>.</p>

Section 7. Your Liability for Transactions	Section 7. Your Liability for Transactions	Summary of Updates
<p>You are responsible for the full amount of all transactions on your account authorized by you. You authorize transactions by:</p> <ul style="list-style-type: none"> a) Using your Card, PIN or Credentials to access an Electronic Financial Service; 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 <i>Interac</i> Flash transaction at a participating merchant; or d) Authorizing anyone else to do a), b) or c) above. <p>You are also responsible if:</p> <ul style="list-style-type: none"> • You make any entry error or worthless or fraudulent deposit through an Electronic Financial Service; • You fail to notify us as soon as you become aware that your PIN or your Credentials may have become known to someone else or your Card, PIN or Credentials have been lost, stolen or misused; • You voluntarily allow another person to use your computer, mobile device or tablet if you use that computer, mobile device or tablet to access an Electronic Financial Service; or • You fail to notify us as soon as your mobile device or tablet has been lost, stolen or misused, if you use that mobile device or tablet to access an Electronic Financial Service. <p>Your liability may exceed your account's credit balance or available funds if:</p> <ul style="list-style-type: none"> • 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 	<p>You are liable for the full amount of all transactions on your account, authorized by you. You authorize transactions by:</p> <ul style="list-style-type: none"> a) Using your Card, PIN or Credentials to access an Electronic Financial Service; 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) Using your Card for an <i>Interac</i> Flash transaction at a participating merchant; or d) Authorizing anyone else to do a), b) or c) above. <p>You are also liable if:</p> <ul style="list-style-type: none"> • You make any entry error or worthless or fraudulent deposit through an Electronic Financial Service; • You fail to notify us as soon as you suspect or become aware that your Card, PIN or Credentials may have become known to someone else or your Card, PIN or Credentials have been lost, stolen or misused; • You voluntarily allow another person to use your computer, mobile device, tablet or other device that you use to access an Electronic Financial Service; or • You fail to notify us as soon as you suspect or become aware that your computer, mobile device, tablet or other device that you use to access an Electronic Financial Service has been lost, stolen or misused. <p>Your liability may exceed your account's credit balance or available funds if:</p> <ul style="list-style-type: none"> • The account is a credit card account or a Line of Credit account, has overdraft protection, or is linked with 	<p>We have changed this section as follows:</p> <ul style="list-style-type: none"> • You are now also liable if you fail to notify TD as soon as you <u>suspect</u> that a device used to access an Electronic Financial Service has been lost, stolen or misused; • You are now also liable if you fail to notify TD as soon as you <u>suspect</u> that your Card (including Card number), PIN or Credentials may have become known to somebody else or have been otherwise compromised; and • The limit to your liability for certain losses described in Section 7 relates only to TD account losses.

<p>for the amount borrowed, plus interest and/or service charges; or</p> <ul style="list-style-type: none"> 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. <p>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.</p>	<p>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</p> <ul style="list-style-type: none"> 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. <p>We will not hold you liable for TD account losses resulting from 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, cooperate fully in any subsequent investigation and have not contributed to the occurrence of such transaction.</p>	
<p>Section 8. Our Liability</p>	<p>Section 8. Our Liability</p>	<p>Summary of Updates</p>
<p>We are liable for:</p> <ul style="list-style-type: none"> Unauthorized transactions after you have notified us that your Card or Credentials have been misused, lost or stolen or that the PIN security or the security of your Credentials 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. 	<p>We are not liable for any losses or damages incurred by you except as set out in Section 11 and in this section below.</p> <p>We are liable for TD account losses resulting from:</p> <ul style="list-style-type: none"> Unauthorized transactions conducted through an Electronic Financial Service after you have notified us that your Card, PIN or Credentials may have become known to someone else or your Card, PIN or Credentials have been lost, stolen or misused; Transactions completed through Cards that are forged, faulty, expired or cancelled; Fraudulent or negligent conduct in the provision of an Electronic Financial Service by our employees or agents, companies involved in related networking arrangements, or merchants who are linked to 	<p>We have changed this section to limit TD's liability to TD account losses relating to an Electronic Financial Service provided by TD and not any other losses, except as set out in Section 11.</p>

	<p>the electronic funds transfer system or their employees or agents; or</p> <ul style="list-style-type: none"> Any failure, error, malfunction or technical problem of our system or equipment in connection with the delivery of an Electronic Financial Service. 	
Section 10. Limits	Section 10. Limits	Summary of Updates
<p>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, <i>Interac</i> 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.</p> <p>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.</p>	<p>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, your Spend limit and Cumulative spend limit for <i>Interac</i> 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.</p> <p>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.</p>	<p>This section lists the different types of limits that apply to your use of Electronic Financial Services.</p> <p>We have added the following limits to the list:</p> <ul style="list-style-type: none"> <i>Interac</i> Flash® contactless Spend limit; and <i>Interac</i> Flash contactless Cumulative spend limit.
New Provision Section 11. Verified.Me		Summary of Updates
<p>The Verified.Me™ service is a third party digital identity service provided by SecureKey Technologies Inc. (or its successors or assigns) (“SecureKey”). For clarity, the Verified.Me service is not an Electronic Financial Service. Using the Verified.Me service, users can share their personal information held by participating organizations, such as Canadian financial institutions, with participating third parties that users want to transact with.</p> <p>Registering to use the Verified.Me service and creating a Verified.Me account requires users to select a participating financial institution with which they have an active online or mobile banking relationship. Each time a user accesses the Verified.Me service, they will authenticate using their online or mobile banking credentials with the selected financial institution. If you are a TD personal banking customer, then you may select TD and register for and access the Verified.Me service using the Card, Credentials and/or PIN that you use to access EasyWeb or the TD app.</p> <p>For more information about Verified.Me, please visit https://verified.me/</p>		<p>This is a new clause related to a third party service called Verified.Me, which you can register for and access using your EasyWeb online and mobile banking credentials.</p>

<p>You acknowledge that, unless you instruct us to disable the use of your Credentials, Card and PIN for the Verified.Me service, in accordance with the paragraph below, your Card or Credentials and PIN may be used to register for and access the Verified.Me service.</p> <p>If you wish to disable the use of your Credentials, Card and PIN for the Verified.Me service, please contact EasyLine at 1-866-222-3456 or 416-983-5393 (Collect).</p> <p>You understand that your failure to properly protect your Card, PIN, Credentials, Passcode Locks or any device that you use to access an Electronic Financial Service, including any computer, mobile device or tablet (including taking all steps described in Sections 5 and 6 of this Agreement) could result in not only TD account losses but also unauthorized access to, or use of, the Verified.Me service causing losses to you at third parties participating in the Verified.Me service. You are liable for any such losses.</p> <p>As a service provided by SecureKey, your use of the Verified.Me service is governed by the terms of the agreements between you and SecureKey. You agree that you will not bring any claim, suit, allegation or proceeding against us that relates to your use of, or inability to use, the Verified.Me service.</p> <p>We are only liable for losses to you resulting from unauthorized access to the Verified.Me service if and to the extent caused by fraudulent or negligent conduct by TD.</p>		
<p>Section 16(a). Opting In/Opting Out</p>	<p>Section 17(a). Interac Flash: Opting In/Opting Out</p>	<p>Summary of Updates</p>
<p>You must have a preselected chequing account linked to your Card for this feature to be enabled.</p> <p>You can have <i>Interac</i> 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.</p>	<p>When we issue your Card, it is enabled with the <i>Interac</i> Flash feature. The account you have preselected to be included in the “chequing” field is the account that will be debited for your <i>Interac</i> Flash transactions.</p> <p>You can have <i>Interac</i> 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 13.</p>	<p>This change clarifies that you must have designated an account to enable the <i>Interac</i> Flash feature and highlights the fact that your Card is enabled with <i>Interac</i> Flash when it is issued.</p>
<p>Section 16(b). Total Limits</p>	<p>Section 17(b). Interac Flash Spend limit and Cumulative spend limit</p>	<p>Summary of Updates</p>
<p>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 <i>Interac</i> Flash spend limit will be reset to zero. The spend limit is set out in the document that accompanied the Card issued to you.</p>	<p>(b) Interac Flash Spend limit and Cumulative spend limit</p> <p>Your <i>Interac</i> Flash contactless Spend limit is the maximum amount allowed for a single purchase.</p> <p>Your <i>Interac</i> Flash contactless Cumulative spend limit is the maximum amount allowed for multiple consecutive purchases.</p>	<p>We describe in detail the meaning of your current <i>Interac</i> Flash contactless Spend limit and your <i>Interac</i> Flash contactless Cumulative spend limit. For your protection, these security features are already effective.</p> <p>To see the <i>Interac</i> Flash contactless Spend limit please see the <i>EasyAccess Customer Confirmation</i> further below.</p>

	<p>When a purchase exceeds either of these limits, you will be prompted to insert your Card and enter your PIN to complete a transaction. This will reset your Spend limit and Cumulative spend limit.</p> <p>Your <i>Interac</i> Flash contactless Spend limit is part of your overall Point of Sale limit set out in the <i>EasyAccess Customer Confirmation</i> that accompanied the Card issued to you.</p>	
<p>Section 17. <i>Interac</i> e-Transfer®</p>	<p>Section 18. <i>Interac</i> e-Transfer®</p>	<p>Summary of Updates</p>
<p>To send an <i>Interac</i> 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 <i>Interac</i> e-Transfer, you must correctly answer the Security Question.</p> <p>You agree that, as a sender of an <i>Interac</i> 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.</p> <p>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 <i>Interac</i> e-Transfer as a result of misuse, improper communication or disclosure of the answer to the Security Question.</p>	<p>To send money via <i>Interac</i> e-Transfer, you must provide the following to allow for the authentication of the recipient of the transfer: (i) the recipient’s email address or mobile number and (ii) a security question and answer (“Security Question”), except if the recipient has activated the Autodeposit feature. If the recipient has enabled the Autodeposit feature for the email address or mobile number you use to send the recipient the funds, then the money you send via <i>Interac</i> e-Transfer is automatically deposited into the recipient’s account and the recipient will not have to answer a Security Question.</p> <p>To receive money via <i>Interac</i> e-Transfer, you must correctly answer a Security Question, except if you have activated the Autodeposit feature. If you have activated the Autodeposit feature for the email address used by the sender to send you funds, or by other means that may become available such as mobile number, then the money you receive via <i>Interac</i> e-Transfer is automatically deposited into your account and you will not have to answer a Security Question.</p> <p>To request money via <i>Interac</i> e-Transfer, you must provide the email address or mobile number of the recipient of your request and the eligible TD account you want us to use to deposit the money you receive, if your recipient accepts your request.</p>	<p>These changes describe in detail the information that you currently need to provide to use the following <i>Interac</i> e-Transfer® features: send, receive and request money and Autodeposit.</p> <p>This section also explains your security responsibilities when using these features, and the consent you must obtain prior to providing personal information about the recipient when using these features.</p> <p>We also clarify that data charges incurred through the use of <i>Interac</i> e-Transfer are your responsibility.</p>

Each time you provide a Security Question, you agree to create an effective Security Question that is known only to you and the recipient. You further agree not to use email address, mobile number 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, if required, whether or not that person is the person intended by you to receive the transfer.

Before using *Interac* e-Transfer, you agree that, as a sender or requestor of money via *Interac* e-Transfer, it is your responsibility to provide a complete and accurate email address and/or mobile number of the recipient. You further agree not to provide the recipient's email address or mobile number (and not to initiate a send or request money) through *Interac* e-Transfer unless the recipient has consented to you to give his or her email address or mobile number to TD, other participating financial institutions, *Interac* Corp., and their respective suppliers for collection, use, disclosure and storage of the information for the purpose of the service.

You agree that it is your responsibility to provide complete and accurate information about the recipient. We will not be liable for losses incurred by you as a sender, requestor or recipient of money via *Interac* e-Transfer as a result of errors regarding email address or mobile number of your intended recipient, misuse, improper communication or disclosure of the answer to the Security Question, or errors on your part while using the service.

	<p>You are responsible for charges, if any, or data rates that your service provider may apply for transmitting and receiving data (including but not limited to data roaming charges).</p>	
<p>23. Changing This Agreement and Our Service Charges</p>	<p>24. Changing This Agreement and Our Service Charges</p>	<p>Summary of Updates</p>
<p>(...) Changes may relate to any aspect of the Agreement, including, but not limited to:</p> <ul style="list-style-type: none"> • definitions • consent to the collection, use and/or disclosure of your information • selection, use or loss of your Card, PIN or Credentials • use of Electronic Financial Services and accounts • <i>Interac</i> services • security and confidentiality • your liability for transactions • our liability • transaction records activity • service charges • foreign currency transactions • limits relating to the use of Electronic Financial Services • electronic payment instructions • changing the Agreement, the Electronic Financial Services or our service charges • termination of the Agreement • resolution of disputes and complaints escalation 	<p>(...) Changes may relate to any aspect of the Agreement, including, but not limited to:</p> <ul style="list-style-type: none"> • definitions • consent to the collection, use and/or disclosure of your information • selection of your PIN or creation of your Credentials • use of Electronic Financial Services • <i>Interac</i> services • <u>Verified.Me</u> • security and confidentiality • your liability for transactions • our liability • <u>lost or stolen Card, PIN or Credentials</u> • transaction records activity • service charges • foreign currency transactions • limits relating to the use of Electronic Financial Services • electronic payment instructions • changing the Agreement, the Electronic Financial Services or our service charges • termination of the Agreement • resolution of disputes and complaints escalation 	<p>We have added two new sections to the list of provisions in the <i>Cardholder and Electronic Financial Services Terms and Conditions</i> that TD may amend, including “Lost and Stolen Card, PIN or Credentials” (Section 6) and “Verified.Me” (Section 11).</p>

2. Amendments to the *EasyAccess Customer Confirmation*

Existing Wording	New Wording	
<p>Your Access Card is set up for the following Electronic Financial Services</p>	<p>Your Access Card is set up for the following Electronic Financial Services</p>	<p>Summary of Updates</p>
<p>Deposits can be made through TD Mobile Deposit, at an ATM, and in person at a Branch. Forming part of your overall POS limit, <i>Interac Flash</i>® provides you with a contactless spending limit of up to \$100 for a single purchase and a total contactless spending limit of up to \$200 for multiple consecutive purchases. When you reach either of these limits, you will be prompted to insert your card and enter your PIN to complete the transaction. This will also reset your limits so you can continue to use <i>Interac Flash</i>® on your next purchase.</p>	<p><i>Interac Flash</i> Spend limit is \$100 for a single transaction. <i>Interac Flash</i> Cumulative spend limit is \$200 for multiple consecutive transactions. These limits form part of your overall POS limit.</p> <p>Deposits can be made through TD Mobile Deposit, at an ATM, and in person at a Branch.</p>	<p>The <i>EasyAccess Customer Confirmation</i> is a document that we provide to customers that receive a new Access Card. We have revised the first paragraph of the document to update the amounts related to the following limits: <i>Interac Flash</i> Spend limit and <i>Interac Flash</i> Cumulative spend limit. These limits form part of your overall point of sale (POS) limit.</p>

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