



# TD Platform Terms of Use and Privacy Terms

Please read this document carefully. These TD Platform Terms of Use and Privacy Terms (the “**TD Terms of Use**” or “**Terms**”) are a legal agreement between you and The Toronto-Dominion Bank and apply to your use of the TD Platform.

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

“**Global Money Transfer**” means an electronic transfer of funds from you to another person outside of Canada using the Western Union® Money Transfer service;

“**Recipient**” means the person who is intended to receive the funds you send using the Western Union® Money Transfer service;

“**TD Platform**” means the service offered by TD, through TD’s Mobile Banking App or EasyWeb Online Banking Service, which connects you to the Western Union® Money Transfer service;

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

“**Western Union**” means Western Union Financial Services (Canada), Inc., an independent company and not an affiliate or company within TD Bank Group, which provides the **Western Union® Money Transfer service** in accordance with the Western Union Terms and Conditions;

“**Western Union® Money Transfer**” means the global money transfer service offered by Western Union in accordance with the Western Union Terms and Conditions, and made available to you via the TD Platform; and

“**You/your**” means you, as TD customer.

**2. It is important that you understand when these TD Terms of Use apply and when Western Union’s Terms and Conditions relating to the Western Union® Money Transfer service found at [www.westernunion.com/ca/en/Terms-Conditions-TD-version.html](http://www.westernunion.com/ca/en/Terms-Conditions-TD-version.html) (English) and [www.westernunion.com/ca/fr/Conditions-Generales-TD-version.html](http://www.westernunion.com/ca/fr/Conditions-Generales-TD-version.html) (French) (“Western Union Terms and Conditions”) apply.**

**3. TD Terms of Use:** The TD Platform is designed to give you access to the Western Union® Money Transfer service. These Terms will apply each time you use the TD Platform to send a Global Money Transfer using Western Union® Money Transfer service. By clicking the **Accept** button you confirm that you (1) are the age of majority in the province you reside; (2) have read these Terms; (3) consent to the TD Platform service; and (4) agree to be bound by these Terms. You should print or download and save these Terms. These Terms are available at the time of registration and on our public web site at [https://tdcanadatrust.com/document/PDF/IRM\\_terms\\_and\\_conditions.pdf](https://tdcanadatrust.com/document/PDF/IRM_terms_and_conditions.pdf) (English) and [https://tdcanadatrust.com/document/PDF/IRM\\_terms\\_and\\_conditions\\_FR.pdf](https://tdcanadatrust.com/document/PDF/IRM_terms_and_conditions_FR.pdf) (French). If you do not wish to click the **Accept** button, please note that you will not be able to access the TD Platform and use the Western Union® Money Transfer service.

**4. Western Union Terms and Conditions:** In addition to these Terms, before you can complete a transaction using the Western Union® Money Transfer service, you will also have to review and agree to the Western Union Terms and Conditions. The Western Union Terms and Conditions apply to your relationship with Western Union and to your use of the Western Union® Money Transfer service. Each time you submit your request to send a Global Money Transfer, Western Union is responsible for handling your request in accordance with the Western Union Terms and Conditions.

**5. TD fees and service charges:** TD does not charge you a fee for the use of the TD Platform. However, money transfers, including Global Money Transfer, are transactions to which regular account transaction charges may apply. These transaction charges are disclosed in TD’s disclosure statement, [About our Accounts and Related Services](#).

**6. TD compensation:** TD will receive compensation from Western Union for Western Union® Money Transfer transactions made using the TD Platform.

**7. Western Union® Money Transfer fees:** Western Union may charge fees (“**Western Union Transfer Fee**”) to process each Global Money Transfer.



Western Union also determines the foreign exchange rate that applies to your Global Money Transfer. Before you submit your request to initiate the Global Money Transfer, Western Union is responsible for disclosing to you the Western Union Transfer Fee, the foreign exchange rate (including estimates) and additional details about fees, taxes, transaction limits or other relevant information relating to specific countries. Payments will generally be in local currency (except that in certain countries payment may be in U.S. dollars or other alternate currency at participating locations). In addition to the Western Union Transfer Fee applicable to each transaction, a currency exchange rate will be applied to the transaction. Canadian currency is converted to foreign currency at an exchange rate set by Western Union. Any difference between the rate given to you and the rate received by Western Union will be kept by Western Union (and its agents in some cases) in addition to the Western Union Transfer Fee. You agree to pay to Western Union the Western Union Transfer Fee.

You authorize TD to debit your TD account selected by you during the transaction process for the total amount of the Global Money Transfer you are sending and the Western Union Transfer Fee charged to you by Western Union. TD is not responsible for the Western Union Transfer Fee and foreign exchange rate provided by Western Union.

**8. TD transaction records:** Your TD transaction records will show two (2) debits: one for the amount of the Global Money Transfer you are sending and another for the Western Union Transfer Fee charged by Western Union. These two (2) debits only count as one chargeable transaction for the purposes of the monthly transaction limits for your account.

**9. Limits:** Each of TD and Western Union applies limits to the Global Money Transfer that you can send:

- (a) TD's per Global Money Transfer limit is \$999.99.
- (b) Western Union's per Global Money Transfer limit is \$999.99, 24-hour limit is \$999.99, 7-day limit is \$2,999.97 and 30-day limit is \$6,999.93.

Western Union® Money Transfer requests through the TD Platform will count towards your Western Union cumulative limits

**10. No agency relationship:** The Western Union® Money Transfer service is provided by Western Union and TD is not acting as your agent for the purposes of your Global Money Transfer or any other dealings between you and Western Union.

**11. Use of the TD Platform:** You agree not to use the TD Platform, the Global Money Transfer or the Western Union® Money Transfer service to make transfers on behalf of any third party, including any individual, a business or other enterprise, or in any other manner that conflicts with these Terms.

**12. Profile update:** You must make sure that your profile information with us (name, address and phone or mobile number) is up to date before you use the TD Platform and each time you use it.

**13. Consent to collect 3<sup>rd</sup> party info:** It is your responsibility to provide complete and accurate information required about Recipients. Please carefully review the information you have entered prior to completing the Global Money Transfer. You further agree that the Recipient knows that you are providing Recipient's contact information to TD and Western Union, is aware of the purpose for which the information is being collected, used, disclosed and stored and you have obtained Recipient's consent to such collection, use, disclosure and storage. You further agree that we may disclose this information to Western Union for the purposes of providing the money transfer services to you. The information provided will be used to complete your request and fulfill regulatory requirements and will be treated in accordance with the [TD Privacy Agreement](#) and [Western Union Privacy Statement](#).

**14. Eligible accounts:** Not all your accounts are eligible for the purposes of sending the Global Money Transfer. Eligible accounts are listed as part of the account selection made available to you during the transaction process.

**15. Cancelling your transaction:** If you wish to cancel your Western Union® Money Transfer transaction, you may contact TD at 1-844-352-1148 (en français 1-844-352-1148) or Western Union at 1-866-279-0640 (English and en français). In addition, if a Western Union® Money Transfer transaction is submitted but the funds are not picked up by the Recipient within 60 days after the transaction is submitted, it will be cancelled by Western Union. You cannot cancel



your Western Union® Money Transfer transaction after the funds are picked up by the Recipient. When your Western Union® Money Transfer transaction is cancelled, TD will credit to your TD account that was used to submit the Western Union Money Transfer transaction (i) the amount of the Global Money Transfer you sent and (ii) Western Union Transfer Fee.

**16. Hold, block, reject a request:** TD or Western Union may hold, block or reject, as applicable, a request to send a Global Money Transfer that would or may infringe any legal or regulatory requirements in Canada or abroad or otherwise in accordance with TD's or Western Union's risk or compliance policies.

**17. Liability:** The Western Union® Money Transfer service is provided by Western Union. We have no liability to you for the provision by Western Union of these services or for any loss of your funds after they are transferred to Western Union (including resulting from any delay, rejection or cancellation or Western Union's insolvency). We are responsible for the operation of the TD Platform. We are not liable to you for any loss or damages incurred by you for the operation of the TD Platform, except for direct damages suffered where we or our agents were negligent. This limitation on our liability to direct damages applies even if we have been advised of the possibility that you may suffer other types of loss or damages. In no event are we liable for any loss or damages resulting from the following: (i) any failure, error, malfunction, misuse, delay, or inaccessibility of the TD Platform or of Global Money Transfer, (ii) any system, equipment or service caused by a third party or other circumstances beyond our control, (iii) any rejection or cancellation of transactions, or (iv) any other failure, error, or delay by a third party, or other circumstances beyond our control.

**18. Changes to our Terms and changes to TD Platform:** Subject to applicable law, we may add to or change the provisions of these Terms at any time.

**19. Our right to stop offering the TD Platform:** We may stop offering the TD Platform, add or remove countries or territories to which Global Money Transfer may be sent, update any other feature of the TD Platform or stop providing you with access to the Western Union® Money Transfer service via the TD Platform, at any time.

**20. Complaints addressed to TD:** If you have a problem or concern with the use of the TD Platform, you may call us toll free at 1-844-352-1148 (en français 1-844-352-1148), email us at [customer.service@td.com](mailto:customer.service@td.com), or visit us at any branch. For a more detailed overview of our complaint process, visit us at [www.td.com](http://www.td.com). If you have a complaint regarding a potential violation of a consumer protection law, a public commitment, or an industry code of conduct, you can contact the Financial Consumer Agency of Canada (FCAC) in writing at 6th Floor, Enterprise Building, 427 Laurier Avenue West, Ottawa, Ontario, K1R 1B9. The FCAC can also be contacted by telephone at 1-866-461-3222 (en français 1-866-461-2232) or through its website at [www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca). Please note that the FCAC does not become involved in matters of redress or compensation. For your protection, do not send confidential or personal information (such as your account number) via email, as it is not a secure method of communication. If your request is urgent or requires disclosure of confidential information for resolution, please contact us by phone.

**21. Complaints addressed to Western Union:** For a problem or concern with Western Union or the Western Union® Money Transfer service, you may call TD toll free at 1-844-352-1148 (en français 1-844-352-1149), email us at [customer.service@td.com](mailto:customer.service@td.com), or visit us at any branch and we will assist you in directing you to Western Union's complaint process. You can also directly address your concerns to Western Union in accordance with Western Union Terms and Conditions.

**22. Other TD agreements:** These Terms are in addition to and do not replace any other agreement you may have with us, including the *Financial Services Terms* and *Cardholder and Electronic Financial Services Terms*.

**23. Governing laws:** These Terms are governed by and interpreted in accordance with the laws of the province or territory in Canada where you reside.

**24. Language:** It is the express wish of the parties that these Terms and any directly or indirectly related documents be drawn up in English. Les parties ont exprimés la volonté expresse que les présentes modalités et tous les documents s'y rattachant directement ou indirectement soient rédigés en anglais.