



TD Non-Registered Guaranteed Investment Certificate (GIC)/ Term Deposit Agreement

Account Type:

Account Number: _____

Single Account

Joint Account: Any to sign All to sign

By signing below (when purchasing or renewing a GIC at a branch) or by consenting (when purchasing or renewing a GIC by phone or online), you acknowledge and agree that:

- 1) The contract for any TD Non-Registered Guaranteed Investment Certificate (GIC) or Term Deposit is made up of the following documents:
 - This TD Non-Registered Guaranteed Investment Certificate (GIC)/Term Deposit Agreement.
 - The TD Non-Registered Guaranteed Investment Certificate (GIC)/Term Deposit Terms (the **Terms**).
 - The Confirmation of Investment.
 - The TD Market Growth GIC Disclosure Statement, if your GIC is a TD Market Growth GIC.

We refer to the above documents as the **Contract**.
- 2) When you consent to buy a TD GIC or Term Deposit, you had the opportunity to review the Contract, you understand it and you agree to be bound by it.
- 3) If you are opening a joint GIC or Term Deposit, you understand that it has a right of survivorship. It is your intention that, upon your death, the joint GIC or Term Deposit automatically becomes the property of the surviving joint holders of the GIC or Term Deposit. You also know that a joint GIC or Term Deposit does not have a right of survivorship when one of the joint holders has a primary address in Quebec.
- 4) The law requires that we request your Social Insurance Number (SIN). We give this number to federal and provincial tax authorities, along with information about income you earned on your GIC or Term Deposit.
- 5) If you purchased a GIC at a branch or by telephone, you acknowledge that you received verbal disclosure of the following details:
 - The GIC's term and interest rate.
 - How you will receive the principal amount and the interest return at maturity.
 - The GIC's maturity date.
 - For Market Growth GICs the information contained in Sections 1 through 8 of the TD Market Growth GICs Disclosure Statement.

Signatures

Customer Name

Signature

Date (mm/dd/yyyy)

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Section 1: Definitions

Account means a GIC or Term Deposit that you obtain from us.

Confirmation means the Confirmation of Investment form that we give to you when you purchase or renew a GIC or Term Deposit.

GIC or **Guaranteed Investment Certificate** means a guaranteed investment certificate issued by any of The Toronto-Dominion Bank, TD Mortgage Corporation, TD Pacific Mortgage Corporation, or The Canada Trust Company, as indicated on your Confirmation.

Legal Representative means:

- Any person named as such in a Power of Attorney for property and, in Quebec, any person named as a mandatary in a mandate
- A committee of estate
- An estate representative.
- A legal guardian and, in Quebec, a curator
- Any other person recognized as your legal representative under applicable law or by a court order

Term Deposit means a term deposit issued by any of The Toronto-Dominion Bank, TD Mortgage Corporation, TD Pacific Mortgage Corporation, or The Canada Trust Company, as indicated on your Confirmation.

We, us, our, TD Bank Group, or TD refers to The Toronto-Dominion Bank and its affiliates, including TD Mortgage Corporation, TD Pacific Mortgage Corporation, and The Canada Trust Company, as indicated on your Confirmation.

You, your, or yours means the customer or customers named in this Agreement and their Legal Representative, if applicable, or any assignee of this Agreement per Section 5.1: How can you transfer your Account?

Section 2: About Your GIC Or Term Deposit

2.1 How do we pay interest to you?

If your Account earns interest, you may choose to have us pay it in several ways, depending on the instructions you give us.

These options include paying:

- When your Account matures
- At regular intervals during your Account's term
- As otherwise provided in your Confirmation

We will pay any interest in accordance with your instructions either by cheque mailed to you or by credit to any of your TD chequing or savings accounts. If you have arranged to receive interest by cheque, we will mail regular interest payments to you, so you receive them by the payment due date, subject to circumstances beyond our control.

No matter which option you choose, we do not pay interest on your Account beyond the maturity date.

We calculate interest on the basis of a 365-day year, except in a leap year when we calculate interest on the basis of a 366-day year.

2.2 Can you redeem your GIC or Term Deposit before it matures?

Your ability to redeem money from your Account before its maturity date depends on your GIC type.

GICs

We offer two types of GICs:

- **Non-redeemable:** This type of GIC cannot be redeemed before its maturity date
- **Redeemable:** This type of GIC allows you to redeem it before its maturity date

Your Confirmation shows which type of GIC you have.

A non-redeemable GIC is a fixed-term investment, meaning you invest your money into it for a specific time period. You can find your GIC's term stated on the Confirmation. We will pay interest on the GIC amount until the maturity date, but you cannot redeem your GIC before the term ends.

If your GIC is redeemable as set out in your Confirmation, you may redeem all or part of your GIC, and we will pay you interest, if interest is payable to you. We will do so in accordance with the terms set out in your Confirmation.

Term Deposits

You may redeem all or part of your Term Deposit before its maturity date, according to the terms set out in your Confirmation. The amount that you may withdraw before the maturity date depends on your Account type and amount. You may receive payment of interest on the amount you withdraw as indicated on your Confirmation. You will continue to earn interest on the balance remaining at the interest rate or rates set out in your Confirmation.

2.3 How can you receive your funds after your Account matures?

When your Account matures, depending on the type of GIC or Term Deposit you choose, one or more of the following maturity instructions may be available:

- Pay out principal and/or interest by cheque or draft
- Pay out principal and/or interest by credit to an account
- Renew automatically in accordance with your Confirmation

Pay Out

If the maturity instruction for your GIC or Term Deposit is to pay out the principal and interest at maturity, we will include your final interest payment with the principal. We will either mail the payment to you or credit it to your TD chequing or savings account by the maturity date.

Renew Automatically

If the maturity instruction for your GIC or Term Deposit is automatic renewal, you agree that these Terms and the new Confirmation we issue you at renewal of such GIC or Term Deposit will govern your renewed GIC or Term Deposit.

2.4 How can you access your Account?

You can access your Account, make transactions, and deliver instructions in a variety of ways, including:

- EasyWeb® online banking
- EasyLine® telephone banking
- At any one of our branches

The use of your Access Card and our electronic financial services are subject to this Agreement and our *Cardholder And Electronic Financial Services Terms*.

Access Card means a debit card (TD Access Card) that we issue to you. It includes the TD Access Card number or a combination of numbers, letters, or characters that we may allow you to select as your username. Your username is for accessing and using our electronic financial services,

including our online and mobile banking channels.

Making Transactions With Your PIN

When you use your Access Card and personal identification number (PIN) to complete a transaction, you are responsible for the transaction. When you allow anyone to use your Access Card and PIN, you are also responsible as if you made the transaction yourself.

Updating Your Account Information

You must contact us right away if you have any changes to your:

- Account information
- Mailing address
- Name
- Other contact information you gave us

To do so, use the contact information provided in *Section 7: How To Contact Us*.

Managing Accounts in Trust

If we open an Account for you that is "in trust," we will only take instructions from you as the named Account holder. We do not need to recognize anyone other than you as being involved with or having rights relating to the Account (except a joint Account holder for joint Accounts in trust).

You are responsible for fulfilling any trust obligations that may apply to operating your Account; we will not monitor this for you. In addition, we are not responsible for any claim or loss that arises from:

- Your decision to open an Account in trust.
- Us having any knowledge of any trust associated with your Account.

When opening and operating an Account in trust, you may be subject to certain legal responsibilities and tax consequences. We encourage you to discuss these items with your legal and tax advisors.

2.5 Can we restrict your Account activity or close your Account?

Restricting or Closing Your Account

At any time, we may restrict your ability to deal with your Account with or without notifying you. These restrictions include:

- Accessing your Account
- Redeeming your Account
- Making any other transactions

We may also close your Account with or without notifying you.

For example, we may restrict access to your Account or close your Account for any of the following reasons:

- We receive notice or otherwise believe that you are a victim of financial abuse or coercion, or have become mentally incapable of managing your financial affairs
- We believe that your Account has suspicious, improper, illegal, or possible fraudulent or unauthorized activity
- We believe you have engaged in suspicious, improper, illegal, possible fraudulent, or unauthorized activity
- Account holders (including Legal Representatives) have disputes between them, and we are not certain who has the right to access the Account

- You breach the Contract or any other terms and conditions related to the Account or any service you have with us
- We are required to do so by law
- We intend to use our right of set-off under the Contract.
- We believe that a third-party made a valid claim against your Account funds, or we are investigating whether such third-party claim is valid
- We seek to protect your or our interests
- Your Account operates in a way that we find unsatisfactory or contrary to our policies
- You caused us to have a financial loss
- We reasonably believe that we must do so to protect our employees and/or customers from physical harm, harassment, or other abuses

If we restrict activities on your Account, or close your Account, we are not liable for any damages, losses, or inconvenience that you claim relates to these decisions

2.6 How do you prove legal capacity?

If you are found to be incapable of managing your financial affairs, we may require you to prove that you have the legal capacity to access your Account. To do so, you must provide us with written confirmation from a physician licensed to practice medicine or other qualified professional that you have the legal capacity to manage your financial affairs.

Otherwise, you must have a duly appointed Legal Representative.

2.7 Can your Legal Representative give instructions on your Account?

We may accept and act upon your Legal Representative's instructions. To do so, we may ask for evidence that proves to us that the representative has legal authority to act on your behalf, such as a court order.

Designating a Legal Representative

By designating a Legal Representative and providing them with the power to act for you in respect of your Account, you give them access to your Account's history and transaction details. We are not liable when we act on their instructions or when we disclose your Account history and transaction details.

If you change your Legal Representative, we may continue to rely on the legal authority of the existing Legal Representative over your Account. We may do so until we receive written notice or other satisfactory indication that the Legal Representative's authority has been terminated.

We may refuse to honour any Account transactions or instructions that your Legal Representative makes or gives for various reasons including:

- We cannot verify your Legal Representative's identity
- We believe that your Legal Representative is acting outside the scope of their legal authority or otherwise not in your interests (including where we have concerns about potential financial abuse)
- You have a joint Account and not every joint Account holder has agreed in writing to the appointment of your Legal Representative

2.8 What Records are available?

TD provides you with ongoing access to your Records. **Records** means the methods of displaying your transaction history that we make available to you from time to time. We

can add new recordkeeping methods and change or eliminate the availability of any of our current recordkeeping methods.

We can switch you from one recordkeeping method to another without your consent. Our current methods include:

- Online statements
- Paper statements (including Braille or large-font statements)

If we provide Account statements as a Record, how frequently we provide them may vary.

You are responsible for the care and control of your Records. Make sure you save your Records and store them safely. You must contact us immediately if you become aware that you lost your Records or someone accessed them without your permission. Use the contact information provided in *Section 7: How To Contact Us*. If someone else accesses your Records without your permission, then we may require you to prove that you took reasonable precautions to protect them.

Records Not Received

Tell us immediately if you do not receive your Records or if you cannot access your Records electronically. If this happens, check your Account activity in one of these other ways:

- Access our internet banking service (EasyWeb)
- Call our telephone banking service (EasyLine)
- Visit any of our branches

If we send you Records in the mail and they are returned to us as undeliverable, we may stop sending them until you:

- Provide us with a current mailing address
- Request electronic Account recordkeeping (online statements)

Our transaction history that we maintain conclusively proves that the transactions listed are correct and accurately represent everything you did on the Account. If a conflict arises between any transaction record, verification number, your Records, or our transaction history that we maintain, then we consider our transaction history as correct and binding.

Section 3: Joint Accounts

3.1 How do we operate joint Accounts?

We offer the option to have joint Accounts, which means that multiple people share the same Account. Your Account becomes joint when:

- two or more people open the Account; or
- you have an existing single Account and request that we add a new person as an Account holder

If you request that we add a new person to an existing joint Account, we must receive consent from all other Account holders to add them.

Accepting Account Instructions

Once you have a joint Account, any Account holder can provide us instructions for the GIC or Term Deposit, including redeeming it where permitted by the Contract.

If you want to require all Account holders to give instructions together, you must notify us in writing at a branch.

In some instances, we may act on instructions from one joint Account holder even when you indicate in writing that all Account holders must give instructions together. These actions in connection with the joint Account could include:

- Receiving Account statements or other notifications from us.
- Changing the contact information.
- Giving us approval to receive certain electronic legal and regulatory notices.
- Accessing Account information, including any details about it before the Account became a joint Account.

At any point and for any reason, we may require you or any combination of joint Account holders to confirm their instructions or origin of funds. This confirmation includes changes to the joint Account's ownership and a Legal Representative's Account use.

Communicating With Joint Account Holders

We may communicate with any joint Account holder about joint Account matters. We may send any notices, records, messages, alerts, cheques, drafts, or Documents to any one of you, as we choose. If we do so, such communication will be binding on all joint Account holders. However, we will not do so when the law requires us to communicate with each of you.

Understanding Joint Accounts and Right of Survivorship

Joint Accounts create a right of survivorship, except where one of the Account holders has a primary address in Quebec. Right of survivorship means it is your intention that, upon your death, the joint Account automatically becomes the property of the surviving joint Account holders. By choosing a joint Account, you acknowledge that, after any Account holder's death, the GIC or Term Deposit automatically becomes the surviving holders' property. We do not need to recognize any claim by a third party to the funds. We also do not have to act in relation to any trust that you intend or grant to the joint Account, even if we are aware of such trust.

Upon any joint Account holder's death, we may release any joint Account information, up to the date of death, to the deceased Account holder's Legal Representative.

We will continue to honour any written designation you provided to us that your Account has no right of survivorship, if we received this designation prior to the effective date of these Terms. If we cannot confirm this designation based on our own records or any information that your Legal Representative provides us (to our satisfaction), then we consider your joint Account designated with right of survivorship. If we are informed that the primary address of any joint Account holders has changed to a Quebec address, the right of survivorship will no longer apply to the joint Account.

Understanding Liability for Joint Accounts

Each joint Account holder is jointly and severally liable for all obligations and liabilities. As such, when any one of you owes us money in connection with the joint Account, we can seek to reclaim that money from one or more of you. In addition, when one Account holder accesses the joint Account, those actions legally bind all Account holders.

3.2 When can we restrict access to or close a joint Account?

We can restrict access to or close a joint Account without notifying you. This may occur if one or more of the joint Account holders (or their Legal Representative) is:

- Removed from the joint Account or is deceased.
- Found to be incapable of managing their financial affairs.

- Being subjected to financial abuse or coercion.
- Bankrupt or is participating in bankruptcy proceedings.

If one of the Account holders has a primary address in Quebec, we may limit access to the joint Account if we are informed that one of the joint Account holders is deceased. To have access to the joint Account, we may then require joint instructions from the Legal Representative of the deceased joint Account holder and all other joint Account holders.

In the above scenarios, we may do any of the following:

- Deny any or all of you the ability to deal with the Account in any way
- Restrict any of you from redeeming the GIC or Term Deposit
- Restrict any of you from adding an Account holder (including your Legal Representative), even if all joint Account holders consent to adding the person

In these circumstances, we will issue a tax receipt for any applicable earned interest to the remaining joint Account holders. We may do so even though the removed joint Account holders held the Account during a portion of the year.

Section 4: Account Communications

4.1 How do we manage electronic or other communications?

Using Electronic Communications

We may communicate electronically with you in relation to your Account, whether through EasyWeb, email, text message, or any other electronic delivery method. This means that we may send you information electronically, including notices, messages, alerts, cheques, drafts, or Documents.

However, we will not use those methods when the law requires us to communicate with you in another way.

Documents means:

- The Contract
- Confirmations
- Account Statements
- Changes or updates to the Agreement
- Notices about interest rates, fees, and charges
- Any information the law requires us to provide you

Electronic communications are admissible in legal, administrative, or any other proceedings as if they were the original written Documents. They are conclusive proof of any information contained in them.

Communicating With Us Using Insecure Methods

When you choose to communicate with us using a potentially insecure method, like paper mail or unencrypted communications (such as email, fax, text, or other means), we are not responsible if the following occurs:

- Your message is altered
- Your message is lost
- Someone accesses it without permission
- Someone or something obstructs delivery

4.2 How do we manage Electronic Signatures and instructions?

When we receive any electronic communication from you or in your name, we will assume that you allow such

communication and authorize us to rely on it, including any Signatures.

Signatures means a manual or digital image of your signature, or another form of electronic acknowledgement. In addition, **sign** or **signed** have a similar meaning.

While we may try to verify that a Signature or instructions are valid, we do not have to do so. We also may delay acting or refuse to act on those instructions.

Section 5: Account Changes

5.1 How can you transfer your Account?

You may transfer and assign ownership of your GIC or your Term Deposit to another person (assignee). For more information about transferring your GIC or Term Deposit, please use the contact information provided in *Section 7: How To Contact Us*.

5.2 Can we move your Account to another branch?

We may move your Account from one branch to another. When this happens, we will notify you. We may limit the type of transactions you can complete at the new branch.

5.3 What happens to funds in your Account upon your death?

We will need to receive your death certificate as soon as possible. We may continue accepting instructions until we receive proof of death. We may also require additional information and documentation (such as your probated will) from your Legal Representative before we can release your funds.

If any dispute arises about releasing your funds, we may do any of the following without notice:

- Restrict your Legal Representative's ability to deal with your Account
- Restrict access to your Account
- Pay the amounts held in any Account into court

We may also provide your Legal Representative with any Account-related documents or information that you had access to while alive.

We are not liable for any damages, losses, or inconvenience claimed by your estate or other third parties if we:

- Make any payments from your Account
- Follow your Legal Representative's instructions
- Do not follow your Legal Representative's instructions

5.4 Can we transfer, sell, or assign your Account?

We have a right to sell, assign, or transfer - to any entity or person - all or any of the following:

- Your Account and any of our rights related to it
- Amounts that you owe TD

Section 6: General Information

6.1 What is our liability for any loss or damages?

We are not liable to you for any loss or damages incurred by you 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 resulting from the

following:

- Any failure, error, malfunction, misuse, delay, or inaccessibility of any Machine, system, equipment, or service caused by a third party or other circumstances beyond our control. **Machine** means THE GREEN MACHINE® and other ATMs, terminals, debit payment terminals, telephones, or other equipment you may use with your Access Card to use our services
- Any other failure, error, or delay by any third party or other circumstances beyond our control

6.2 Can we set-off debts you owe to any TD Bank Group member?

Our right of set-off means that we can use the funds in your matured GIC or Term Deposit to repay:

- any outstanding debt, obligation, or liability that you owe to any TD Bank Group member; or
- any amount we incur when:
 - We attempt to recover any amount that you owe us and any related legal costs
 - We enforce any obligation that you owe us

We can do so at any time without notifying you beforehand and whether any of the following applies:

- You alone or you and a third party owe the debt, obligation, or liability
- You hold your Account with one TD Bank Group member, and you owe the debt, obligation, or liability to a different TD Bank Group member
- Your Account and the debt, obligation, or liability are not in the same currency. In this case, we may convert any currency using our retail exchange rate
- One or more joint Account holders owe the debt, obligation, or liability, whether alone or together with a third party

Our right to set-off is in addition to any rights we may have at law or in equity.

6.3 How do we notify you of a legal process or claim?

If we need to provide you with any service of a notice, demand, or legal document in connection with any legal or administrative proceeding, we may do so by either mailing, faxing, or emailing them to you, or doing so in person through a bailiff or process server. Subject to any applicable law, we consider these documents received by you either:

- five days after we mail them to you; or
- at the time we fax or email them to you; or
- at the time you received them in person from us

6.4 How do we manage court and other legal or administrative demands on your Account?

We may be required to respond to or comply with legal or administrative proceedings, notices, or demands that affect your Account. This may require us to:

- Provide copies of your Records or other financial information
- Pay money to third parties from your Account, including from a joint Account

We do not need to notify you before responding or complying with such requirements. You will pay our costs and not hold us liable for complying with such demands.

6.5 What if we do not act immediately if you breach

the Contract?

If we fail or delay to object or act when you breach the Contract, all sections of the Contract still remain valid and unchanged. We also reserve our right to act on that breach or any similar breach at a later date. In addition, no action or omission by us will allow you to expect that we have waived or changed the Contract.

6.6 Who is bound by the Contract?

The Contract is binding on us, our successors, and assigns. The Contract is also binding on you, your Legal Representatives, your heirs, your successors, and your estate.

Section 7: How To Contact Us

7.1 How do you contact us with complaints?

If any complaints arise about your Account, you can contact us in the way most convenient for you. To do so, follow the process set out below:

Step 1: Voice Your Complaints

To tell us about your complaint, please use the contact information provided below:

Contact Method	Details
In Person	Visit one of our branches.
Email	customer.service@td.com
Toll-Free Call	1-833-259-5980

Step 2: Escalate Your Complaints - TD

If your complaint remains unresolved, either of the following actions can happen:

- **Manager Takes Action:** A manager who is made aware of the issue will offer to escalate your problem to someone from senior management; or
- **You Take Action:** You can address your unresolved complaints by calling toll free to either a manager or a telephone banking specialist at 1-888-661-9029.

Step 3: Escalate Your Complaints - Senior Customer Complaints Office

If your complaint remains unresolved, you may contact the Senior Customer Complaints Office in any of the following ways:

Contact Method	Senior Customer Complaints Office Information
Email	td.scco@td.com
Toll-Free Call	1-888-361-0319
Mail	Attn: Senior Customer Complaints Office P.O. Box 1 Toronto-Dominion Centre Toronto, Ontario M5K 1A2

Step 4: Escalate Your Complaints - External Ombudsman

If you complete Steps 1 - 3 and your complaint remains unresolved, then you can contact the external ombudsman in the following ways:

Contact Method	External Ombudsman Information
Website	www.bankingombuds.ca
Email	contact@bankingombuds.ca
Toll-Free Call	1-800-941-3655
Mail	Ombuds Office (ADRBO) P.O. Box 1006 31 Adelaide Street East Toronto, Ontario M5C 2K4

Learn more about our complaint-handling procedures in our brochure, *Do You Have a Complaint?* You can find this brochure at any branch or on our website at td.com

7.2 How do you contact us with general inquiries?

You can contact us directly if you need to:

- Report errors or unauthorized transactions.
- Make changes or updates to your Account or contact information.
- Ask general questions or inquiries about your Account.

To contact us, use one of the following methods:

Contact Method	Details
In Person	Visit one of our branches.
Online	td.com
EasyLine telephone banking	1-866-222-3456
Mail	Please refer to your Confirmation for your branch address.

Section 8: How To Contact The Financial Consumer Agency Of Canada (FCAC)

You can contact the FCAC with a complaint about a potential violation of any of the following:

- A federal consumer protection law.
- A public commitment.
- An industry code of conduct.

To do so, use the contact methods below:

Contact Method	FCAC Information
Website	fcac-acfc.gc.ca
Toll-Free Call	English: 1-866-461-3222 En français: 1-866-461-2232
Mail	6th Floor Enterprise Building 427 Laurier Avenue West Ottawa, Ontario K1R 1B9

The FCAC does not become involved in matters of redress or compensation. To address these requests, follow the process described above in Section 7 : How To Contact Us.

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