



These Financial Services Terms ("Terms") form part of your Financial Services Agreement with TD Bank Group. They contain terms and conditions that apply to the accounts you hold with us and any Services we provide to you. These Terms are effective March 1, 2016. These Terms replace previous versions of the Terms. It is important that you read and understand the Terms which we are happy to make available to you in both English and French.

You, your and *yours* refer to the customer named in the Financial Services Agreement and to all of the customers on a joint account who have signed a Financial Services Agreement.

We, us and *our* refer individually and collectively to TD Bank Group. Our accounts are issued by different members of TD Bank Group. To learn which of us will issue or currently holds your account, please see our *About Our Accounts and Related Services* document which was provided to you at the time you opened your account. The current version of this document is available in our branches and online at www.tdcanadatrust.com.

Please keep this document in a safe place with other important records. If you have any questions about our Services, any of your accounts or these Terms, please contact your branch, call us at EasyLine[®] telephone banking (1-866-222-3456) or refer to our web page at www.tdcanadatrust.com.

These Terms cover more Services than you may be using at this time. If you purchase additional Services (including new accounts) from us in the future, these Terms will apply to those Services.

How we will notify you of changes

We may change each and every section of the Agreement from time to time, including these Terms, and change the fees and charges set out in our *About Our Accounts and Related Services* fee disclosure document (each such change is referred to in these Terms as a "Change").

However, any Change we make will not apply to contracts for GICs or Term Deposits.

If we are making a Change we will provide you (or, in the case of a joint account, any one of you) with written notice (paper or electronic) at least 30 days before the Change comes into effect. The notice will be drawn up clearly and legibly and will:

- set out the new clause only, or the amended clause and the clause as it read formerly,
- provide the date when the Change comes into effect, and
- provide that, if you do not wish to accept the Change you may close your account(s) without cost or penalty. You can do so by informing us no later than 30 days after the Change comes into effect by calling our customer help desk, or by visiting, or sending notice to any branch. This option does not apply to contracts for GICs or Term Deposits.

If you do close your account(s) with us, you are still obligated to pay us any fees, charges or interest already owing at the time you close your account(s).

A - Definitions

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

ATM - An automated banking machine.

Card - A TD access card (including a TD Visa Debit Card), a TD Credit Card or any other card that is issued to you, your attorney/legal representative or guardian and includes the Card number or a combination of numbers and/or letters that we may allow you to select as your username for an online, mobile or other electronic banking service.

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

EasyLine - Our telephone-banking Service.

EasyWeb[®] - Our internet-banking Service.

Instrument - A cheque, bank draft, money order or other bill of exchange, order for payment, promissory note, security, electronic debit or credit or other payment instrument (whether negotiable or non-negotiable), including pre-authorized deposits or debit payments, presented or made in any of our banking channels.

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

Machine - THE GREEN MACHINE[®], and other ATMs, terminals, Debit Payment terminals, telephones and other equipment you may use with your Card or Connect ID to access our Services. In addition to your Card or Connect ID, you must use a PIN or Password with the Machine to access our Services.

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

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

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

PIN - Your personal identification number.

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

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

Records - Your paperless transaction history, online statements, passbook, paper statements, and/or Braille or large font statements.

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

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

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

B - Personal Deposit Accounts

1. Our Personal Deposit Accounts - You may open any number of personal deposit accounts. You may use your account for personal banking needs only. If you use your account for the purpose of carrying on a business or an enterprise, we reserve the right to charge you business banking service charges and close your account. Accounts with a zero balance and no activity for a period of six months will be closed by us without notice to you.

2. Deposits to your accounts - You may deposit funds to your accounts with us personally, by direct deposit, mail, electronic transfer, by sending us digital images or electronic representations of cheques or other Instruments, or in any manner acceptable to us from time to time. We may, but shall not be required to, credit to your accounts deposits made by any person on your behalf.

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

Digital images or other electronic representations of cheques and other Instruments may be made or captured by us, or our agent, and also used by other financial institutions in connection with the exchange and clearing of Instruments and the settlement of payments. We are entitled to treat such images for all purposes as if they were paper items and, in some cases, the original paper item may be destroyed and not returned to you.

Our Hold Funds Policy - You agree to the Hold Funds Policy set out in our *About Our Accounts and Related Services* document available in our branches and at www.tdcanadatrust.com.

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

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

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

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

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

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

Transfers - You can transfer funds from your account at any of our branches or through our telephone or electronic banking services. You can arrange for us to transfer funds between your accounts with us, or from your account at another Canadian financial institution, on a regular basis with our Pre-authorized Transfer Service. You can also make payments to other parties using the various payment Services we offer from time to time.

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

Restricted Access - We may restrict your ability to withdraw or transfer funds in your account or freeze your account without notice if:

- required by law;
- at any time we have grounds to believe that there is any suspicious, illegal, or possible fraudulent or unauthorized account activity regarding your account;
- your account is operated in a manner that is unsatisfactory to TD, including by a third party whom we suspect is engaged in financial abuse;
- you breach the terms of any agreement applicable to your account;
- if we believe that a legitimate claim is made by a third party against funds in your account; or
- we otherwise have any grounds to restrict your ability to withdraw or transfer in your account, or to freeze your account.

4. Care and control of cheques and your Records - You are responsible for the care and control of your cheques and your Records. **You must maintain your cheques and your Records safely at all times. You will notify us immediately upon becoming aware that your cheques or your Records are lost or have been stolen.** Your cheques are for your use only. If they are used by someone else, you will be required to prove that you took all reasonable precautions to protect them.

5. Responsibility for use of your cheques - You are in the best position to discover a forged or unauthorized cheque or other Instrument, or a material alteration to a cheque or other Instrument drawn by you. All transactions with your cheques will be reflected in your account, even if you did not perform or authorize the transaction. **You are responsible for all use, including any forgery, of your cheques or other Instruments, and we will have no responsibility for such use, including any forgery, unless you prove that you took reasonable precautions to protect them and that you exercised reasonable care in examining your Records. You must promptly notify us of any forged or unauthorized Instrument or material alteration as soon as you discover it.**

6. Stopping payment - If it has not already been paid, you may ask us to stop payment of a cheque or pre-authorized payment drawn on any of your accounts. You must tell us the exact amount of the item, cheque number, if applicable, date of item, payee and the full account number on which it is drawn for us to be able to enter a stop payment. If the information you give us is not correct, if you do not give us other reasonable information requested about the item, or if the payment was final and irrevocable, we will not be responsible if we are not able to effect the stop payment.

7. Cheque image return option - If this is an option on your account and if you want to receive cheque images with your account statement simply tell us and for a fee we will arrange for them to be mailed with your account statement to the most recent address you have given us. We will not include images of cheques payable to bearer cashed at a branch other than your branch of account.

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

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

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

11. Recordkeeping - You must promptly review your Records to check and verify your account transactions, fees, and all entries posted on your account. If you believe there are any errors, omissions, or unauthorized transactions, you must tell us in writing within the applicable time period indicated in Section 12 (Examining your transaction information) for the record-keeping option you have selected.

Paperless. If you have selected "Paperless" as your record-keeping option, you will not receive any account statements in respect of your accounts. You must promptly review your transaction history through EasyWeb, by calling EasyLine telephone banking, through any of our ATMs, or at any TD Canada Trust branch. If you wish to keep a permanent copy of your transaction history, you should save it in hard copy or electronic format from EasyWeb. Copies are also available at any of our ATMs or at any TD Canada Trust branch for our posted fee.

Online Statement. If you have selected "Online Statements" as your record-keeping option, you will receive electronic statements through EasyWeb in place of paper statements sent in the mail (subject to the paragraph entitled "Account Inactivity" below). If you wish to preserve a permanent copy of your online statements, you should save them in hard copy or electronic format from EasyWeb. Copies of your account statements are also available at any TD Canada Trust branch. You will also be able to view your transaction history by calling EasyLine telephone banking, through any of our ATMs, or at any TD Canada Trust branch.

Paper Statements. If you have selected "Paper Statements" as your recordkeeping option, you will pay our posted fee, and your account statements will be mailed to the most recent address you have provided to us (subject to the paragraph entitled "Account Inactivity" below). You agree that you will advise us promptly if you have not received your account statement within 10 days of the date upon which you would normally receive it.

Passbook. If your current record-keeping option is "Passbook", you will need to visit a TD Canada Trust branch to pick up a passbook for use with your account. You agree to update your passbook at least every 30 days by visiting a TD Canada Trust branch or using any of our ATMs equipped with a passbook updater. If you do not have your passbook updated after 50 transactions, we may send to you a recap statement containing those 50 transactions, and a fee may be charged as disclosed in our *About Our Accounts and Related Services* document which is available in our branches and online at www.tdcanadatrust.com.

Changing from Passbook. If you change from "Passbook" to any other recordkeeping option, the passbook update function will be discontinued and passbook updates will no longer be available for your account. We will forward a one-time final "passbook statement" to you at the end of the month in which you changed your recordkeeping option.

Braille or Large Font Statements. Braille statements or our "Large Font Statement" record-keeping option for visually impaired customers is available upon request at your branch.

Account Inactivity. If you have selected "Paper Statements" or "Online Statements" for an account for which you have not made a withdrawal or deposit for a period of longer than one month, you will not receive an account statement unless you subsequently make a withdrawal or deposit to the account. In addition, if paper statements for your account(s) have been returned to us as undeliverable, your paper statements will cease until you provide us with a current mailing address. You will remain responsible for reviewing your account activity through other available means during any period when you have not received an account statement.

12. Examining your transaction information - You will promptly and carefully examine your Records. You will notify us in writing of any errors or omissions in the Records, including any errors or omissions in account transaction information, fees, or Instruments posted to your account. The notice periods and release below apply even if your Record is delayed or you have not received it or have failed to review it. The notice periods and release below also apply even if you have failed to review your account transaction information on EasyWeb, by calling EasyLine telephone banking, through any of our ATMs, or at a branch.

The following are the notice periods within which you must notify us in writing of any errors or omissions in your Records ("Notice Periods"):

- (a) if you receive a paper statement, online statement, Braille or large font statement, within 30 days of the statement date;
- (b) if you have a passbook, within 30 days of the transaction date; and
- (c) if you choose paperless, within 30 days of the transaction date.

If we do not receive written notice of any errors or omissions from you within the applicable Notice Period then, subject to (i) and (ii) below, you are deemed to have knowledge of and agree to accept the account transaction information, fees and Instruments posted to your account, and the account balances, as valid and correct, and you will not be entitled to be credited with any amount that does not appear in the account transaction information as shown in your Records. You further agree that we will be released from:

- any claim with respect to any and every transaction, fee, entry or Instrument on or in the Records;
- any claim with respect to any and every transaction, fee, or Instrument posted to your account, for customers who choose paperless recordkeeping; and
- from any other claim in connection with your account, including without limitation claims for negligence, conversion, breach of trust, breach of fiduciary duty or breach of contract.

At any time, we may correct:

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

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

C - Guaranteed Investment Certificates (GICs) and Term Deposits

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

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

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

<u>Type of Deposit</u>	<u>Term (Years)</u>	<u>Deposit Amount</u>	<u>Minimum Withdrawal & Balance Remaining¹</u>
Standard	1+	\$1,000+	\$1,000
Standard	Less than 1	\$5,000+	\$5,000
Plan 60	1+	\$10,000+	\$10,000

¹ If the term of your investment is less than one year, we may require you to notify us 24 hours before you make a withdrawal. If your term is one year or more, we may require 15 days advance notice of any withdrawal.

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

4. Contact customer - If you choose a maturity option of "Contact Customer", we will try to contact you within two weeks prior to the maturity date for your instructions. If we are unable to contact you by the maturity date, we may deposit the investment (principal amount and any accrued interest) to any account you have with us; if you do not have an account with us, we will maintain the matured funds with us until we receive your instructions, subject to applicable law. Interest will cease on investments that are not reinvested.

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

6. Changes to investment - You may perform any transactions or deliver instructions that involve your investment at the branch of account, if applicable, through the contact branch office which is recorded on your Confirmation of Investment or Renewal Confirmation, or through our electronic banking services. Also, if you find any errors with your investment, please contact us promptly.

7. Additional terms - Some investments have additional terms which, if applicable, are shown on your Confirmation of Investment or Renewal Confirmation or provided to you separately at the time of your purchase. By purchasing that investment, you agree to be bound by such additional terms. We may change any such additional terms by notice to you by mail, facsimile or other electronic transmission.

D - Overdraft Protection

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

E - Safety Deposit Box

- 1. Opening a safety deposit box** - By signing a signature card, you agree that:
 - you have rented a safety deposit box from us; and
 - the lease will be renewed annually, as long as you pay your annual rental fee, subject to Paragraph 7 below.
- 2. Our obligations** - We will take all reasonable steps to ensure the safety deposit box is opened only by you, your deputy designated in writing and approved by us, or your legal representative. We will be responsible for any loss which results from our failure to exercise such ordinary due diligence.
Unauthorized opening cannot be inferred from the loss of any of the contents of the safety deposit box. We will take reasonable care in operating the vaults and safes. **Notwithstanding the foregoing, we will not be liable for any delay, damage or inconvenience caused to or suffered by you or others as a result of your inability to access your safety deposit box for any reason, including any accident to, or failure in the working of, the safes, vaults, or the mechanism or locks thereof or for loss or damage occasioned by fire, theft or any other cause.**
- 3. Access to the safety deposit box** - Only you, your deputy or your legal representative shall have access to the box. Our employees are prohibited from accepting custody of a key to your box, or from acting as your deputy. Violation of this rule relieves us from any responsibility we may have under these terms. You may enter the vault only in the presence of the custodian. You may not enter the vault if another customer is in the vault. You will examine the contents of your box at a desk provided for that purpose and not in the vault.
For your protection, any person seeking access to your safety deposit box must furnish to the person in charge of our vault such evidence as may reasonably be required to establish their identity and right to such access.
- 4. Keys** - You will receive two keys for each lock on the box rented. When a safety deposit box is surrendered all keys must be returned by you. If you lose a key, you must promptly tell us. You will be responsible for the expense of a new lock, which together with all other expenses caused by such loss is promptly payable by you and may be charged to any of your accounts. You will continue to be charged for the rental including applicable taxes (the rental or the rent) of the safety deposit box until all keys are returned to us or until the expense incurred by us due to the loss of any key(s) has been paid to us. Should we agree to supply duplicate keys, these must only be obtained through us, made on lockmaker's blanks. If you use keys which have been obtained from any other source, we have the right to replace the lock, and all expenses incurred in this connection are payable by you.

5. Use of safety deposit box - You will not store in the box currency or legal tender of any country or jurisdiction, nor use the box for any purpose other than the storage of valuable papers and property which do not conflict with any laws, rules or regulations regarding fires or health or which are, in our absolute opinion, a danger or nuisance. You will not mark or deface the box in any way. You may not assign, sublet or transfer the right to the safety deposit box or access to it. We may immediately terminate your rights hereunder upon any breach of the terms of this Part E of the Agreement.

6. Indemnity - You agree to indemnify and hold us harmless against and from all costs, losses and expenses to which we may be put, or for which we may become liable by reason of any legal proceeding relating to the contents of the safety deposit box.

7. Termination of lease - We reserve the right to terminate your rights at any time by written notice to you or your deputy or legal representative (at the address in our records). When you receive such notice, you will withdraw the contents and surrender the keys of the safety deposit box. On such surrender we will refund any rent that has been paid for the unexpired portion of the term.

8. Non-payment of rent - All rent is payable in advance. If you do not within one month after the expiration of any term pay the renewal rent or surrender the keys and give up possession of the safety deposit box or if your rights are forfeited, we may, on 15 days notice, forcibly open the box in the presence of two of our officers. We can remove the contents of the box. We can hold and retain them on special deposit, subject to the payment of all rent that may be unpaid and to a charge for the use of the safety deposit box after the end of the term.

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

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

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

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

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

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

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

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

F - Joint Accounts

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

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

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

Notwithstanding the signing authorities for the account:

- at our discretion, we may require all of you to confirm the instructions regarding the account or the funds in the account;
- any one of you may make deposits - including cash and the proceeds of any Instrument payable to all or any of you - to the account;
- any one of you may provide instructions to stop payment of any Instrument, which act will terminate our authority to pay the Instrument;
- any one of you may sign receipts for vouchers, sign releases of us with respect to the account, confirm that the account is correct, and validate vouchers;
- any one of you may obtain information about the account, including information about the account prior to it becoming a joint account and any joint account holder;
- you may not appoint an attorney for the account without the consent of all of you.

2. Your liabilities - You each jointly and severally agree with the other accountholder(s) to pay any overdraft or other liability arising out of the operation of your joint account.

3. Bankruptcy/Incompetency - We will not allow any of you to withdraw money from the account or deal with the account in any way if:

- we discover that any one of you has declared bankruptcy or become the subject of bankruptcy proceedings; or
- we are given notice that any one of you has been declared mentally incompetent or incapable of managing your own affairs, subject to you having appointed an attorney whose capacity survives your mental incompetency, or a legal guardian being appointed to manage your affairs.

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

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

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

On the death of a joint account holder, we may release any information regarding the joint account up to the date of death to the estate representative of the deceased, except in Quebec where the liquidator is entitled to all account information up to or after the date of death.

G - All Accounts and Services

1. Service charges - We will charge, and you will pay, our current service charges for Services that we perform for you at your request. For our current service charges, please see our service charge disclosure document (*About Our Accounts and Related Services* available in our branches and online at www.tdcanadatrust.com).

You will pay the service charges of any other financial institutions that are imposed as a result of any Service that you may use. We may debit your account for any applicable service charges in the currency of the account. If you don't have enough money in your account to cover the service charges, they may be charged to any other account you have with us. Our service charges are subject to change from time to time by notice to you or by posting the changes in our branches.

If you close a Select Service Account opened prior to Mar. 1, 2001 with the TD Bank or a Private Banking Account within 6 months of applying for the account or within 6 months of the annual anniversary of that date, you will pay the equivalent of the monthly account fees for 6 months (less any fees paid for that period). You authorize us to debit any fees owing to your account or to your TD Credit Card account.

2. Use of Services - You will not use any Service for illegal, fraudulent or defamatory purposes or take any steps which could undermine the security or integrity of any Service.

3. Overdrafts (not covered by overdraft protection) - Unless we agree, you may not overdraw your account. Service charges and costs may be charged by us to your account even if such charging creates or increases an overdraft in your account. If you create or increase an overdraft, you must promptly repay the amount you overdraw, without notice from us. We will charge you interest at the Overdraft Rate on any amount overdrawn until you have repaid it.

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

4. Set off debts against your accounts - We can apply a positive (credit) balance in any of your accounts with us against any debt, obligation or liability you may owe to us. We can set off these balances in any manner we consider necessary (unless we have specifically agreed not to do so), and we are not required to first give you any notice.

5. Dormant (abandoned) accounts - You acknowledge and agree that your account will be designated as inactive if you have not made any contact with us (by way of withdrawal, deposit, passbook update or online transaction) within a one year period. If you have not made any withdrawals or deposits (excluding service charges or interest credits) or have not communicated with us regarding the account, during the previous 10 years, under federal law your account will be considered abandoned. We will communicate with you within 2 years, 5 years and 9 years of your last account activity. Reasonable service charges may be charged on accounts which are inactive and which are presumed to be abandoned. If there are insufficient funds in your account to cover the service charges which are payable by you, you authorize us to close the account without notice to you. Accounts which are inactive or presumed to be abandoned will be subject to escheat (this means the deposits become the property of the federal government) in accordance with federal law and transferred to the Bank of Canada. There is a process for reclaiming those deposits by filing a claim with the Bank of Canada.

6. Liability for damages limited - We will not be liable for any damages (including special, indirect or consequential damages) resulting from:

- any failure, error, malfunction or inaccessibility of any Machine, system or equipment; or
- any failure, error or delay in any Service even if:
 - we knew that damage was likely; or
 - the damage was a result of our negligence or the negligence of our employees, agents or representatives;
- payment of funds to the surviving joint account holder(s) where your account is designated with right of survivorship; or
- our decision to freeze an account, or to hold funds, provided it is on one or more of the grounds described in this Agreement.

7. Accounts in trust - If you have deposited money in your own name in trust for someone else, you can withdraw the money or close the account. If you die, your legal representative can continue to operate this account in trust.

8. Costs and legal fees - You agree to pay us for any cost to recover amounts that you owe us. These costs include legal fees on a solicitor and his own client basis as well as those reasonable counsel fees charged by our legal department. If you fail to pay our costs, they will be charged against your account.

9. Foreign currency transactions - Any foreign currency transaction will result in the foreign currency being converted to Canadian dollars at the exchange rate in effect on a date determined by us, which may be different from the date you perform the Service. You acknowledge that the exchange rate used may result in revenue being earned by us on the conversion. If a foreign currency transaction must be reversed, for any reason, you agree that you will be responsible for any loss or cost associated with the currency exchange and we may charge this loss or cost to your account.

10. Waiver of protest - You waive presentment, protest and notice of dishonour on all Instruments which we receive in any way for discount, deposit, collection or acceptance on your account. You will be liable to us for any Instrument received for your account as if it were presented, protested and given notice of dishonour in the usual way.

11. Service of documents - Accounts of The Toronto-Dominion Bank are maintained at the contact branch of account designated in the account statement, passbook, deposit receipt, Confirmation of Investment or Renewal Confirmation. Accounts of TD Mortgage Corporation, TD Pacific Mortgage Corporation or The Canada Trust Company are accessible through the contact branch identified in the account statement, passbook, deposit receipt, Confirmation of Investment or Renewal Confirmation. Service of legal notices and seizures on those contact branches will be effective service on these affiliates - only for deposits arranged through those contact branches - and not for any other deposits or other matters involving these affiliates.

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

We may serve you with any notice, demand or legal document by mailing it to you by ordinary mail at your address in our records, or by facsimile transmission or e-mail at the telephone number or e-mail address provided by you. It will be considered to have been received by you five days after we mail it or at the time of sending in the case of facsimile transmission or e-mail.

12. Demand for Information or Documentation - You acknowledge that from time to time we may be required to respond to or comply with requests or demands for information or documentation regarding your account. You agree that we may charge you for the costs of our complying with court orders, warrants, summons to witnesses, subpoenas, statutory demands or responding to any legal proceeding in which copies of your financial information or records are sought or required from us. The costs we may charge to your account include, but are not limited to, reasonable legal fees, third party service provider fees, fees for clerical time and copy charges. We may charge such costs to your account.

13. Headings - These are provided as a reference for your convenience. They are not part of these Terms.

14. Our right to cancel this Agreement - We may close your account at any time. We will provide notice to you that we consider to be reasonable before we will close any account. We may cancel this Agreement and refuse to provide any Services without notice. In all cases, you still must fulfill all of your obligations under this Agreement. You are not relieved of your obligations until all amounts owed to us have been paid in full. This includes any interest, service charges or costs.

15. Who is governed by this Agreement - This Agreement applies to all accounts operated by you covered by this Agreement and Services provided by us. This Agreement is binding on us, our successors and assigns. We may assign your account, Services, and this Agreement to any person without your consent. It is also binding on you, your successors, permitted assigns and attorneys, and on your heirs and personal representatives - including your executors and administrators. You must obtain our written consent to assign this Agreement and any account or Service to another person. The singular shall be construed as meaning the plural and vice versa where the context so requires.

16. Electronic communications - Any electronic communication between you and us will take place according to the provisions of this section. The term "electronic communication" means any communication of instructions by telex, telephone, wire or other method of telecommunication or electronic transmission, including a facsimile transmission or personal computer.

We may send you notices and other messages electronically through any method we choose, including through EasyWeb, unless we are required by law to communicate with you another way.

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

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

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

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

17. 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 1-866-222-3456, contact us by mail at Customer Feedback, TD Centre, P.O. Box 193, Toronto, Ontario, M5K 1H6 or by e-mail at customer.service@td.com. As a next step, if your concern remains unresolved, a manager will offer to elevate your problem to a representative of our senior management. Alternatively, if you prefer to elevate the problem yourself, you may contact a manager, or one of our telephone banking specialists, at the toll-free number 1-800-430-6095, 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.

External Ombudsman

If your concern still remains unresolved, you may then contact the ADR Chambers Banking Ombuds Office (ADRBO) by mail at P.O. Box 1006, 31 Adelaide Street East, Toronto, Ontario, M5C 2K4 or telephone: 1-800-941-3655 and at contact@bankingombuds.ca.

For a more detailed overview of our complaint-handling procedures, please see our "If You Have a Problem or Concern" brochure available at any branch or on our website at www.td.com.

Financial Consumer Agency of Canada

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 FCAC 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 the FCAC does not become involved in matters of redress or compensation - all such requests must follow the process set out above.

18. Protecting your privacy - The word "*Information*" means personal, financial and other details about you that you provide to us and we obtain from others outside TD, including through the products and services you use. You acknowledge, authorize and agree as follows:

Collecting and using your Information

At the time you request to begin a relationship with us and during the course of our relationship, we may collect Information including:

- details about you and your background, including your name, address, contact information, date of birth, occupation and other identification,
- records that reflect your dealings with and through us, and
- your preferences and activities.

This Information may be collected from you and from sources within or outside TD, including from:

- government agencies and registries, law enforcement authorities and public records,
- credit reporting agencies,
- other financial or lending institutions,
- organizations with whom you make arrangements, other service providers or agents, including payment card networks,
- references or other information you have provided,
- persons authorized to act on your behalf under a power of attorney or other legal authority,
- your interactions with us, including in person, over the phone, at the ATM, on your mobile device or through email or the Internet, and
- records that reflect your dealings with and through us.

You authorize the collection of Information from these sources and, if applicable, you authorize these sources to give us the Information.

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

- verify your identity,
- evaluate and process your application, accounts, transactions and reports,
- provide you with ongoing service and information related to the products, accounts and services you hold with us,
- analyze your needs and activities to help us serve you better and develop new products and services,
- help protect you and us against fraud and error,
- help manage and assess our risks, operations and relationship with you,
- help us collect a debt or enforce an obligation owed to us by you, and
- comply with applicable laws and requirements of regulators, including self-regulatory organizations.

Disclosing your Information

We may disclose Information, including as follows:

- with your consent,
- in response to a court order, search warrant or other demand or request, which we believe to be valid,
- to meet requests for information from regulators, including self-regulatory organizations of which we are a member or participant, or to satisfy legal and regulatory requirements applicable to us,
- to suppliers, agents and other organizations that perform services for you or for us, or on our behalf,
- to payment card networks in order to operate or administer the payment card system that supports the products, services or accounts you have with us (including for any products or services provided or made available by the payment card network as part of your product, services or accounts with us), or for any contests or other promotions they may make available to you,
- on the death of a joint account holder with right of survivorship, we may release any information regarding the joint account up to the date of death to the estate representative of the deceased, except in Quebec where the liquidator is entitled to all account information up to and after the date of death,
- when we buy a business or sell all or part of our business or when considering those transactions,
- to help us collect a debt or enforce an obligation owed to us by you, and
- where permitted by law.

Sharing Information within TD

Within TD we may share Information world-wide, other than health-related Information, for the following purposes:

- to manage your total relationship within TD, including servicing your accounts and maintaining consistent Information about you,
- to manage and assess our risks and operations, including to collect a debt owed to us by you, and
- to comply with legal or regulatory requirements.

You may not withdraw your consent for these purposes.

Within TD we may also share Information world-wide, other than health-related Information, to allow other businesses within TD to tell you about products and services. In order to understand how we use your Information for marketing purposes and how you can withdraw your consent, refer to the Marketing Purposes section below.

Additional collections, uses and disclosures

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

Credit Reporting Agencies and Other Lenders - For a credit card, line of credit, loan, mortgage or other credit facility, merchant services, or a deposit account with overdraft protection, hold and/or withdrawal or transaction limits, we will exchange Information and reports about you with credit reporting agencies and other lenders at the time of and during the application process, and on an ongoing basis to review and verify your creditworthiness, establish credit and hold limits, help us collect a debt or enforce an obligation owed to us by you, and/or manage and assess our risks. You may choose not to have us conduct a credit check in order to assess an application for credit. Once you have such a facility or product with us and for a reasonable period of time afterwards, we may from time to time disclose your Information to other lenders and credit reporting agencies requesting such Information, which helps establish your credit history and supports the credit granting and processing functions in general. We may obtain Information and reports about you from Equifax Canada Inc., Trans Union of Canada, Inc. or any other credit reporting agency. You may access and rectify any of your personal information contained in their files by contacting them directly through their respective websites www.consumer.equifax.ca and www.transunion.ca. Once you have applied for any credit product with us, you may not withdraw your consent to this exchange of Information.

Fraud - In order to prevent, detect or suppress financial abuse, fraud, criminal activity, protect our assets and interests, assist us with any internal or external investigation into potentially illegal or suspicious activity or manage, defend or settle any actual or potential loss in connection with the foregoing, we may collect from, use and disclose your Information to any person or organization, fraud prevention agency, regulatory or government body, the operator of any database or registry used to check information provided against existing information, or other insurance companies or financial or lending institutions. For these purposes, your Information may be pooled with data belonging to other individuals and subject to data analytics.

Insurance - This section applies if you are applying for, requesting prescreening for, modifying or making a claim under, or have included with your product, service or account, an insurance product that we insure, reinsure, administer or sell. We may, collect, use, disclose and retain your Information, including health-related Information. We may collect this Information from you or any health care professional, medically-related facility, insurance company, government agency, organizations who manage public information data banks, or insurance information bureaus, including MIB Group, Inc. and the Insurance Bureau of Canada, with knowledge of your Information. With regard to life and health insurance, we may also obtain a personal investigation report prepared in connection with verifying and/or authenticating the information you provide in your application or as part of the claims process. With regard to home and auto insurance, we may also obtain Information about you from credit reporting agencies at the time of, and during the application process and on an ongoing basis to verify your creditworthiness, perform a risk analysis and determine your premium.

We may use your Information to:

- determine your eligibility for insurance coverage,
- administer your insurance and our relationship with you,
- determine your insurance premium,
- investigate and adjudicate your claims, and
- help manage and assess our risks and operations.

We may share your Information with any health-care professional, medically-related facility, insurance company, organizations who manage public information data banks, or insurance information bureaus, including the MIB Group, Inc. and the Insurance Bureau of Canada, to allow them to properly answer questions when providing us with Information about you. We may share lab results about infectious diseases with appropriate public health authorities.

If we collect your health-related Information for the purposes described above, it will not be shared within TD, except to the extent that a TD company insures, reinsures, administers or sells relevant coverage and the disclosure is required for the purposes described above. Your Information, including health-related Information, may be shared with administrators, service providers, reinsurers and prospective insurers and reinsurers of our insurance operations, as well as their administrators and service providers for these purposes.

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

- tell you about other products and services that may be of interest to you, including those offered by other businesses within TD and third parties we select,
- determine your eligibility to participate in contests, surveys or promotions,
- conduct research, analysis, modeling, and surveys to assess your satisfaction with us as a customer, and to develop products and services, and
- contact you by telephone, fax, text messaging, or other electronic means and automatic dialing-announcing device, at the numbers you have provided us, or by ATM, internet, mail, email and other methods.

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

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

Telephone and Internet discussions - When speaking with one of our telephone service representatives, internet live chat agents, or messaging with us through social media, we may monitor and/or record our discussions for our mutual protection, to enhance customer service and to confirm our discussions with you.

More information - These privacy provisions must be read together with our Privacy Code. You acknowledge that the Privacy Code forms part of this Section 18. For further details about our privacy practices, visit www.td.com/privacy or contact us for a copy.

You acknowledge that we may amend the terms of this Section 18 and our Privacy Code from time to time. We will post the revised privacy provisions and Privacy Code on our website listed above. We may also make them available at our branches or other premises or send them to you by mail. You acknowledge, authorize and agree to be bound by such amendments.

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