



By clicking "Accept", (1) all personal customers/consumers agree to the Online Banking Service Agreement for Personal Account Customers, and (2) all business customers agree to the Online Banking Service Agreement for Business Customers, each as set forth below.

## ONLINE BANKING SERVICE AGREEMENT FOR PERSONAL ACCOUNT CUSTOMERS

This Online Banking Service Agreement (this "**Agreement**") sets forth the terms and conditions that govern your use of TD Bank, N.A.'s online banking service (the "**Online Banking Service**"). Your Deposit Account(s) and Loan Account(s), as well as your use of the Online Banking Service, are also governed by any other agreements you have with us (such as the Personal Deposit Account Agreement) in respect of such accounts (collectively referred to herein as the "**Account Agreement(s)**").

So that we don't have to repeat long terms or phrases over and over again, we often define them for you upfront and use those abbreviated defined terms throughout the agreement. Such is the case here. As used in this Agreement, the terms that follow will have the meanings assigned to them below. Capitalized terms that are used but not defined in this Agreement have the meanings assigned to them in the Account Agreement(s). In the event of any conflict between any provision of this Agreement and any provision contained in your Account Agreement(s), the terms and conditions of this Agreement will control.

"**Account Agreements**" has the meaning assigned to it in the preamble.

"**Agreement**" has the meaning assigned to it in the preamble.

"**Biller**" has the meaning assigned to it in Section 8.

"**Bill Pay Agreement**" has the meaning assigned to it in Section 8.

"**Bill Payment Service**" has the meaning assigned to it in Section 8.

"**Bill Payment Service Provider**" has the meaning assigned to it in Section 8.

"**Card**" has the meaning assigned to it in Section 8.

"**Compatible Internet Browser**" means, generally, a recent (as of the date of use) version of the most popular Internet browsers such as Internet Explorer®, Chrome®, Firefox® or Safari®; however, the Online Banking Service may not always be compatible with the latest versions of such browsers.

"**Computer**" means a personal computer or other Internet-enabled system or device, and any software and required equipment, that can support a Compatible Internet Browser.

"**Credit Card Account**" means a Credit Card account issued by TD Bank, N.A.

"**Deposit Account**" means your checking account, money market checking account, money market savings account, savings account, certificate of deposit (CD), individual retirement account (IRA), and any other deposit account you may have with us that was established primarily for personal, family or household purposes.

"**Due Date**" has the meaning assigned to it in Section 8.

"**Electronic Funds Transfer**" (or "**EFT**") has the meaning assigned to it in Regulation E, promulgated by the Consumer Financial Protection Bureau, and includes any transfer of funds that is initiated through an electronic terminal, telephone, computer, or magnetic tape for the purpose of ordering, instructing, or authorizing a financial institution to debit or credit a consumer's account.

"**Eligible Deposit Accounts**", "**Eligible Loan Accounts**" and "**Eligible Credit Card Accounts**" are Deposit Accounts and Loan Accounts, respectively, which (in our sole discretion) are accessible through the Online Banking Service in accordance with the terms of this Agreement. Certain types of transactions, including transfers between Deposit Accounts, Credit Card Accounts and/or Loan Accounts, may be limited or not permitted depending on titling, product type, Bank policy or applicable law or regulation.

"**Loan Account**" means your auto loan, personal line of credit, Moneyline, home equity loan, home equity line of credit, collateral loan, and

any other loan account you may have with us that was established primarily for personal, family or household purposes.

"**Mobile Applications**" has the meaning assigned to it in Section 9(a).

"**Mobile Banking Apps Services**" has the meaning assigned to it in Section 9(a).

"**Mobile Device**" means a mobile Internet-enabled access device, and any software and required equipment that can support a Compatible Internet Browser.

"**Online Banking Service**" has the meaning assigned to it in the preamble.

"**Payment Account**" has the meaning assigned to it in Section 8.

"**Payment Instruction**" has the meaning assigned to it in Section 8.

"**Scheduled Payment Date**" has the meaning assigned to it in Section 8.

"**Scheduled Payment**" has the meaning assigned to it in Section 8.

"**user name**" means an alphanumeric sequence of characters that you select when signing up for the Online Banking Service.

"**we**", "**us**", "**our**", "**TD Bank**", and the "**Bank**" mean TD Bank, N.A.

"**you**" and "**your**" means a user of any service available through our Online Banking Service.

## 1. General

You can use your user name and password, together with a Computer or Mobile Device, to perform certain transactions described below. At times, for your security we may require additional authentication steps to authenticate you as a customer. Additional information regarding your access pattern may be collected and validated automatically, and a unique electronic signature may be created based on your specific access pattern.

At TD Bank, we take the protection of your assets and data seriously. You should be aware that, when you disclose your user names and passwords to any other party, including third party aggregators or password managers, TD Bank is not responsible for losses resulting from this disclosure or the use of such services except as specifically provided (if at all) in this Agreement or in the Account Agreements. Prior to sharing any account information and passwords with such third parties, please review the customer agreements you have with us and with them to better understand risks and liabilities. It is important to understand what is being done, and by whom, to protect your assets and financial information before you avail yourself of third party service providers.

By using the Online Banking Service, you (a) agree to the terms and conditions in this Agreement as amended from time to time and (b) consent to the electronic transmission of personal financial information to us, our service providers and any third parties to whom you provide your account credentials or otherwise authorize to access your account(s) or account information with TD Bank (such consent to remain effective for as long as you use the Online Banking Service).

## 2. Access Requirements

In order to use the Online Banking Service, you will need: (a) a Computer, or (b) a Mobile Device. You are responsible for the installation, maintenance, operation and use of your Computer or Mobile Device and all related charges (including all telephone, mobile remote access, Internet service provider and other similar charges incurred in connection with your use of the Online Banking Service). You are also responsible for installing and maintaining appropriate virus protection on your Computer or Mobile Device. We are not responsible for: (i) any errors or failures caused by any malfunction of your Computer or Mobile Device or your use of, or any inability to use, the Bank's Online Banking Service; (ii) any viruses, spyware, malware, worms or related problems that may be associated with your Computer or Mobile Device; (iii) any losses or delays in transmission of information that you provide to us or otherwise arising out of or incurred in connection with the use of any Internet or other service provider providing your connection to the Internet or any browser software.

## 3. New Accounts

Eligible Deposit Accounts and/or Eligible Loan Accounts that you open with the Bank may be enabled in the Online Banking Service following your enrollment.

## 4. Online Transactions

(a) Except for the special features of our "Mobile Banking Applications Service" as described in Section (8) below, our Online Banking

Service generally allows you to perform the following functions:

- (i) you may transfer funds between Eligible Deposit Accounts, Eligible Credit Card Accounts and/or Eligible Loan Accounts;
- (ii) you may transfer funds between your Eligible Deposit Accounts and an account(s) at another financial institution or brokerage (see Section (4)(b)(ix) below for details);
- (iii) you can get balances and transaction history for the last two (2) statement cycles preceding the date of request on eligible Deposit Accounts;
- (iv) you can place stop payments on checks that have not been paid;
- (v) you can reorder checks;
- (vi) you can arrange to have bill payments made (see Section 8 below for details);
- (vii) you can perform person-to-person payments from or to your eligible Deposit Accounts (see Section (4)(b)(ix) below for details);
- (viii) you can send and receive electronic mail (e-mail) to/from us;
- (ix) you can get up to 360 Calendar Days of information on Loan Accounts; and
- (x) you can access up to 84 months of electronic statements for your eligible checking, money market, and savings accounts (see Section (4)(b)(viii) below for details); and
- (xi) view Eligible Credit Card Account transaction information and access card account management and rewards features.
- (xii) perform certain other banking services currently offered or to be offered in the future.

(b) These features of the Online Banking Service are limited to the extent, and subject to the terms, noted below:

- (i) *Savings and Money Market Accounts.* Your ability to transfer funds between and/or make payments from certain Deposit Accounts is limited by law. For any statement savings account(s) (including money market accounts), you may make as many in-person withdrawals at a teller window or any ATM as you wish. However, federal regulations permit the depositor to make no more than a combined total of six (6) pre-authorized, automatic, electronic (including computer initiated), telephone withdrawals or transfers, or by check, draft, debit card, or similar order payable to third parties in any monthly period. We may impose a fee, as disclosed on the Fee Schedule, for each such withdrawal in excess of six (6) that you make in any monthly period. These fees will be reflected in your monthly statement. In addition, repeated violations will result in the Account being closed or changed from a savings Account to a transaction Account. For Holiday Club and Club Saver Accounts, we may impose a fee, as disclosed on the Fee Schedule associated with such an Account, for each withdrawal in excess of three (3) that you make in any month.
- (ii) *Internal Transfers.* Funds may be transferred immediately or on a future date between your eligible Deposit Accounts and Loan or Credit Card Accounts. Future-dated and recurring transfers are generally processed each Calendar Day in the early morning. Any future-dated or recurring transfers scheduled for a non-Business Day post on the next Business Day. Individual or daily transfers between Eligible Deposit Accounts and Eligible Loan Accounts may be made in an amount that could exceed the balance in your Deposit Account, but not the credit limit for your Loan Account from which the transfers are made. Individual transfers made between deposit accounts on a non-Business Day or after 11:00 p.m. EST on a Business Day will be processed, but posted on the next Business Day. We reserve the right to limit the frequency and dollar amount of transactions from your Deposit Accounts and Loan Accounts for any reason (including security concerns).

Depending on the time of your transfer to a credit card account, your payment may be credited to your account the next Business Day.

If you are making a transfer to a mortgage account, the transfer must be made prior to 8:00 p.m. ET in order for it to be credited the same day. A transfer made to your mortgage account after 8:00 p.m. ET may result in a debit to your deposit account the day you make your transfer, while your mortgage account may not be credited until the following business day. This could result in late charges or negative credit reporting depending on the due date and grace period of your mortgage account.

- (iii) *Account Information.* The Deposit Account or Loan Account information that you access via the Bank's Online Banking Service will generally be current as of the Business Day you obtain the information, unless another time is specified. Additionally, the Credit Card Account information that you access via the Bank's Online Banking Service is provided by a third-party, and the Bank disclaims any liability for the accuracy of the information.

- (iv) *Stop Payments of Checks.* Stop Payments of checks are governed by the provisions detailed in your Account Agreement(s).
- (v) *Stop Payments of Pre-authorized Transfers.* Preauthorized transfers from your Account(s) can be discontinued by calling us at our Call Center at (888) 751-9000 or by writing to:

TD Bank, N.A.  
Customer Service Department  
Mail Stop 02-206-02-15  
6000 Atrium Way  
Mt. Laurel, NJ 08054

Stopping payment on pre-authorized transfers is governed by the provisions detailed in your Account Agreement(s).

- (vi) *Liability for Failure to Stop Payment of Pre-authorized Transfer.* If, in accordance with this Agreement and your Account Agreements, you order us to stop one of these payments three (3) Business Days or more before the transfer is scheduled, and we do not do so, our liability for your losses or damages shall be as described in the Account Agreement(s).
- (vii) *Direct Deposits.* If you have arranged to have direct deposits made to your Deposit Account(s) from the same person or company, you can call us at (888) 751-9000 to find out whether the deposit has been made. If the only possible transfers to or from your Deposit Account are direct deposits, you will get a monthly statement from us.
- (viii) *Electronic Statements.* Electronic statements for your eligible checking, money market, and savings accounts are available through the Online Banking Service. We will archive electronic statements for your eligible Accounts beginning on the date of the first electronic statement you receive after enrolling in Online Banking. We will continue adding your most recent electronic statement to the archive each month until the archive contains 84 months of electronic statements. After that, you will be able to access the most recent 84 months of electronic statements.
- (ix) *External Transfers.* Use of external transfers and person-to-person payments is governed by the EXTERNAL TRANSFER AND SEND MONEY PAYMENTS SERVICES TERMS AND CONDITIONS. External Transfers between your Eligible Deposit Account(s) and another financial institution or brokerage, payment to other people, and payment request from other people are currently only available through the English Version of the Online Banking Service. To use External Transfers, you must have a personal profile which has a United States address, a unique United States phone number, an active unique email address, and a Social Security Number. Your Eligible Deposit Account must be in good standing and enabled for ACH transactions and online banking transfers. Fees may apply; please review the current Fee Schedule for personal accounts which is available upon request at any store location or at [tdbank.com](http://tdbank.com) by searching for "Personal Fee Schedule".

## 5. Authorizations

Only owners of a Deposit Account, Loan Account, or Credit Card Account are permitted under this Agreement to access such an account through the Online Banking Service. Each owner of a Deposit Account, Loan Account, or Credit Card Account is authorized to access all of the funds held in that Deposit Account or Loan Account. We are entitled to act on transaction or any other instructions received under your user name, and you agree that any actions taken under your user name will have the same effect as your signature authorizing the transaction or other action. We reserve the right to deny transactions or any other actions through the Online Banking Service if any of the following exceptions exists:

- (a) If, through no fault of ours, you do not have enough money in your Deposit Account(s) or Loan Account(s) to make the transfer.
- (b) If the transfer would go over the limit on your Moneyline or savings overdraft protection or home equity line of credit.
- (c) If the Online Banking Service or your Computer or Mobile Device is not working properly.
- (d) If circumstances beyond our control prevent us from making a transfer or payment (such circumstances include, but are not limited to, telecommunication outages or interruptions, postal strikes, delays caused by payees, fires, and floods).
- (e) If the money in your Deposit Account or Loan Account(s) is subject to legal process or other encumbrance restricting the transfer.
- (f) If you do not give proper, complete or correct instructions for the transfer, or you do not follow the procedures in this or any other Account Agreement with us for requesting a transfer.
- (g) If your user name and/or password have been reported lost or stolen, or we have canceled or disabled your user name and/or password or the Online Banking Service.

- (h) If we have reason to believe that you or someone else is using the Online Banking Service for fraudulent or illegal purposes, or if we believe that a party other than you is using your login credentials to access your account.
- (i) If a payment or transfer request consisted of money deposited in a form or by a method whereby the money is not yet available for withdrawal.

There may be other exceptions stated in our Account Agreement(s) with you. In the event we refuse payment of a preauthorized electronic fund transfer because your Deposit Account has insufficient funds to cover the transfer, you understand and agree that we may notify you of our refusal to pay the transfer by secure electronic message through the Online Banking Service.

## 6. Our Liability If We Fail To Make Certain Transfers

The following applies to EFTs only. If one of the exceptions stated under Section (5) above does not exist and we fail to complete an EFT to or from your Deposit Account or Loan Account on time or in the correct amount, we will be liable only for your actual losses.

## 7. E-mail

Because normal Internet e-mail transmissions may not be secure, for Deposit Account, Loan Account, or Credit Card Account inquiries, you agree to log into the Online Banking Service and contact us electronically only through Online Banking's secure messaging service. We will not immediately receive e-mail that you send. Therefore, you should not rely on e-mail if you need to communicate with us immediately; for example: to make an inquiry with respect to an EFT; to report a lost or stolen Card; unauthorized use of your user name and password; to report an unauthorized transaction from one of your Deposit Accounts; or to report suspected errors. For these types of communications, you should follow the instructions contained in Section 18 (Unauthorized Transfers), or in Section 19 (Error Resolution - Unauthorized Transfers and Advisability of Prompt Reporting). We will not take action based upon your e-mail requests until we actually receive your message and have a reasonable opportunity to act.

## 8. Online Bill Payment Services Terms & Conditions

These terms and conditions for our Bill Payment Service are in addition to the terms and conditions outlined in the rest of this Agreement and the terms and conditions of your Account Agreement(s). If the terms and conditions of this Agreement conflict with the terms and conditions contained in your Account Agreement(s), the terms and conditions of this Agreement will control.

### (a) Bill Payment Service Specific Definitions

**"Biller"** is the person or entity to which you wish a payment directed, or the person or entity from which you receive electronic or paper bills, as the case may be.

**"Bill Pay Agreement"** means the terms and conditions of the Bill Payment Service set forth in this Section 8.

**"Bill Payment Service"** means the bill payment service offered by TD Bank, through its Bill Payment Service Provider.

**"Bill Payment Service Provider"** means Fiserv Solutions, Inc. or any other bill payment service provider selected by TD Bank.

**"Due Date"** is the date reflected on your Biller statement for which the payment is due; it is not the late date or grace period.

**"Payment Account"** is the account from which bill payments will be debited. You may register multiple payment accounts with which to fund your bill payments. Your primary TD Bank checking Account will automatically be registered as a payment account.

**"Payment Instruction"** is the information provided by you using the Bill Payment Service for a bill payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date).

**"Scheduled Payment Date"** is the date, selected by you through the Bill Payment Service, by which your Biller is scheduled to receive your bill payment.

**"Scheduled Payment"** is a payment that has been scheduled through the Bill Payment Service but has not begun processing.

(b) The Service

TD Bank offers the Bill Payment Service to its personal account customers. The Bill Payment Service is provided through the Bill Payment Service Provider, which is not a party to this Agreement. The Bill Payment Service Provider operates and maintains an Internet server application, which offers bill presentment and bill payment features, capabilities and functionality. The Bill Payment Service Provider hosts the functionality for the TD Bank online website and mobile application through which TD Bank customers are able to enroll in and utilize the Bill Payment Service. **Fees apply for usage of the "rush" payment service (where available); please review the current Fee Schedule for personal accounts which is available upon request at any store location or at [tdbank.com](http://tdbank.com) by searching for "Personal Fee Schedule".** We will also disclose any such fee to you before you schedule your bill payment (in the event of any conflict between the fee we disclose to you in the Bill Payment Service flow and the Personal Fee Schedule, the fee we disclose to you through the Bill Payment Service flow will control). TD reserves the right to increase, decrease or remove the fee for the "rush" service at any time. **In connection with the Bill Payment Service, TD may use third parties to obtain or report certain information about you. Please refer to paragraph (q) of this Section for more information.**

(c) Representations and Additional Terms

By enrolling in the Bill Payment Service, you acknowledge that you have received and read this Agreement and agree to its terms and conditions. You further acknowledge that you have received and read the Account Agreement(s) governing your Payment Account, and agree that any additional terms and conditions in the Account Agreement(s) applicable to participation in the Bill Payment Service are incorporated into this Agreement.

(d) Payment Scheduling

The earliest possible Scheduled Payment Date for each Biller will be disclosed to you when you are scheduling the payment (which must be a Business Day). The Service will not permit you to select a Scheduled Payment Date sooner than the earliest possible Scheduled Payment Date designated for each Biller.

(e) The Bill Payment Service Guarantee

Due to circumstances beyond the control of the Bank or Bill Payment Service Provider, particularly delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to be credited to your account. As long as you notify us immediately (and in any event within 60 days of the Scheduled Payment Date), the Bank will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Scheduled Payment Date.

(f) Payment Authorization and Remittance

By using the Bill Payment Service, you authorize the Bank or its Bill Payment Service Provider to follow the Payment Instructions that it receives through the Bill Payment System. In order to process bill payments more efficiently and effectively, bill payment related data or data formats may be edited or altered in accordance with Biller directives.

When a Bill Payment Instruction is received by the Bank or its Bill Payment Service Provider, you authorize the Bank or its Bill Payment Service Provider to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the Bank or its Bill Payment Service Provider to credit your Payment Account for payments returned by the Biller.

The Bank will use reasonable efforts to make (or cause its Bill Payment Service Provider to make) all your payments properly. However, neither the Bank nor its Bill Payment Service Provider shall incur any liability and any Bill Payment Service Guarantee shall be void if the Bank or its Bill Payment Service Provider is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

- i. If, through no fault of the Bank or its Bill Payment Service Provider, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
- ii. The Bank's Bill Payment Service and/or its Bill Payment Service Provider's payment processing center is not working properly and you know or have been advised about the malfunction before you execute the transaction;
- iii. You have not provided the correct Payment Account information, or the correct name, address, phone number, or account information for the Biller; and/or
- iv. Circumstances beyond the control of the Bank and/or its Bill Payment Service Provider (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Bank or its Bill Payment Service Provider have taken reasonable precautions to avoid those circumstances.

Provided that none of the foregoing exceptions and none of the exceptions set forth elsewhere in this Agreement (e.g., see Section 5 above) or in any of your other Account Agreements is applicable, if the Bank or its Bill Payment Service Provider causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a Biller which does not comply with your Payment Instructions, the Bank shall be responsible for returning (or causing its Bill Payment Service Provider to return) the improperly transferred funds to your Payment Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges (subject to Section 8(e) above).

(g) Payment Methods

The Bank and its Bill Payment Service Provider reserve the right to select the method by which to remit funds on your behalf to your Biller. These bill payment methods may include, but may not be limited to, an electronic payment, or a laser draft payment.

An electronic payment: These payments will be electronically debited from your Payment Account on **OR BEFORE** the Scheduled Payment Date and will be electronically forwarded to your Biller(s).

A laser draft payment: These payments will be forwarded to your Biller(s) via draft drawn on your Payment Account to be received by the Scheduled Payment Date. The funds will be deducted from your Payment Account when the laser draft is presented to the Bank for payment. Your designated Biller may receive a payment via paper check. You understand it is possible that, because of the timing of the mail, the Biller may receive the check before a Scheduled Payment Date. In such circumstances, the check will be treated as a "post-dated check." Post-dated checks can be negotiated and paid or can be rejected prior to the Scheduled Payment Date.

Upon receipt of a Payment Instruction by you, the Bill Payment Service may issue laser draft checks containing the name and address of the online authorized representative. As such, the name and address may not match that of the Payment Account upon which the laser draft checks were issued.

(h) Payment Cancellation Requests

You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions on the TD Bank Online Bill Payment Service website. There is no charge for canceling or editing a Scheduled Payment prior to processing. Once the Bank or its Bill Payment Service Provider has begun processing a payment, however, the payment cannot be edited and a stop payment request must be submitted (fees apply as noted below).

(i) Stop Payment Requests

The ability to process a stop payment request for a payment scheduled to be made through the Bill Payment Service will depend on the manner in which the payment was funded, the payment method used to pay the biller, whether or not a check has cleared and when you notify us. The Bank or its Bill Payment Service Provider may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact Customer Service at:

TD Bank, N.A.  
Customer Service Department  
Mail Stop NJ5-002-215  
6000 Atrium Way  
Mt. Laurel, NJ 08054  
Phone: 1-888-751-9000

Although the Bank will make reasonable efforts (and cause its Bill Payment Service Provider to make reasonable efforts) to accommodate your request, neither the Bank nor its Bill Payment Service Provider will have any liability for failing to do so. The Bank or its service provider may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for stop payment requests, as set out in the Account Agreement(s) and/or fee schedule for your Payment Account.

(j) Prohibited Payments

Payments to Billers outside of the United States or its territories are prohibited through the Service. In addition, payments that violate any law, statute, ordinance or regulation, and any payments related to illegal gambling, illegal gaming and/or any other illegal activity are prohibited through the Service.

(k) Exception Payments

Payments to government entities (such as tax payments) and court ordered payments may be scheduled through the Bill Payment Service; however, such payments are discouraged and must be scheduled at your own risk. In no event shall the Bank or its Bill Payment Service Provider be liable for any claims or damages resulting from your scheduling of these types of payments. The Bill Payment Service Guarantee as it applies to any late payment related charges is void when these types of payments are scheduled and/or processed through the Bill Payment Service. The Bank and its Bill Payment Service Provider have no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, mis-posted or misdirected payments will be the sole responsibility of you and not of the Bank or its Bill Payment Service Provider.

(l) Bill Delivery and Presentment [EBills]

This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Billers directly if you do not receive your statements. In addition, if you elect to activate one of the Bill Payment Service's electronic bill options, you also agree to the following:

*Information provided to the Biller.* Updates or changes to your personal information (such as, but not limited to, name, address, phone numbers and e-mail addresses) with the electronic Biller are unable to be made through the Bill Payment Service. Any changes will need to be made by contacting the Biller directly. Additionally, it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bills. The Bank and its Bill Payment Service Provider may, at the request of the Biller, provide to the Biller your e-mail address, Bill Payment Service address, or other data specifically requested by the Biller at the time of activating the electronic bill for that Biller, for the purpose of the Biller informing you about Bill Payment Service and/or bill information.

*Activation.* Upon your activation of the electronic bill feature, the Bank or its Bill Payment Service Provider may notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. While your electronic bill feature is being activated (and thereafter), it is your responsibility to keep your accounts with the Biller current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.

*Authorization to obtain bill data.* Your activation of the electronic bill feature for a Biller shall be deemed by us to be your authorization for us to obtain bill data from the Biller on your behalf. For some Billers, you will be asked to provide us with your user name and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.

*Notification.* The Bank will use reasonable efforts to present (and cause its service provider to present) all of your electronic bills promptly. In addition to notification within the Bill Payment Service, the Bank and its Bill Payment Service Provider may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Bill Payment Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.

*Cancellation of electronic bill notification.* The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. The Bank or its service provider will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. Neither the Bank nor its Bill Payment Service Provider will be responsible for presenting any electronic bills that are already in process at the time of cancellation.

*Non-Delivery of electronic bill(s).* You agree to hold the Bank and its Bill Payment Service Provider harmless should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.

*Accuracy and dispute of electronic bill.* Neither the Bank nor its Bill Payment Service Provider is responsible for the accuracy of your electronic bill(s). The Bank and its Bill Payment Service Provider are only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Biller directly.

This Agreement does not alter your liability or obligations that currently exist between you and your Billers.



(m) Failed or Returned Transactions

In using the Bill Payment Service, you are requesting the Bank (through the Bill Payment Service Provider) to make payments for you from your Payment Account. Payment transactions may be attempted up to three (3) times, and you may or may not incur multiple Bank insufficient fund fees as a result. In some circumstances, an electronic payment transaction may be completed when there are insufficient funds in your Payment Account; in other circumstances, an electronic payment transaction may not be completed when there are insufficient funds in your Payment Account. Variables that affect whether such electronic payment transaction is completed include but are not limited to the size of the transaction, the status of your Payment Account, and the relationship between the applicable biller and the Bill Payment Service Provider. Regardless, whenever a transaction is returned unpaid, or is paid with a resulting overdraft, you will receive a notice from the Bank or the Bill Payment Service Provider. In circumstances where the payment transaction has been completed and there are insufficient funds in your account to pay for such transaction, you agree that:

- i. You will reimburse the Bank or the Bill Payment Service Provider immediately upon demand the amount of any payment transaction that has been returned to the Bill Payment Service or the amount of any overdraft created by a payment transaction;
- ii. You will reimburse the Bank or the Bill Payment Service Provider for any costs incurred in attempting to collect these amounts from you; and
- iii. The Bank or the Bill Payment Service Provider reserve the right and are hereby authorized to report the facts concerning any unreimbursed payment transactions to any credit reporting agency.

(n) Bill Payment Service Termination, Cancellation or Suspension

In the event you wish to cancel the Bill Payment Service, you may contact Customer Service at:

TD Bank, N.A.  
Customer Service Department  
Mail Stop NJ5-002-215  
6000 Atrium Way  
Mt. Laurel, NJ 08054  
Phone: 1-888-751-9000

Any payment(s) already processed by or through the Bill Payment Service before the requested cancellation date will be completed by the Bank or its Bill Payment Service Provider. All Scheduled Payments including recurring payments will not be processed once the Bill Payment Service is cancelled. The Bank and/or its Bill Payment Service Provider may terminate or suspend the Bill Payment Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement or your Account Agreement(s).

(o) Biller Limitation

We reserve the right to refuse to pay any Biller designated by you. We will notify you promptly if we decide to refuse to pay a Biller designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.

(p) Returned Payments

In using the Bill Payment Service, you understand that Billers and/or the United States Postal Bill Payment Service may return payments for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. We will use reasonable efforts to research and correct the returned payment and return it to your Biller, or void the payment and credit your Payment Account. You will receive notification of any returned payment.

(q) Information Authorization

Your enrollment in the Bill Payment Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in the Bill Payment Service, you agree that the Bank and its Bill Payment Service Provider each reserves the right to request a review of your credit rating, at our expense, through any credit bureau/consumer reporting agency. In addition, you agree that the Bank and its Bill Payment Service Provider each reserves the right to obtain financial information regarding your account from Billers.

(r) Calls to You

By providing your telephone number to us, you consent and agree that we may make telephone calls or send sms/text messages regarding your account and/or relationship with us to that telephone number or any updated telephone number that you provide (including a cellular or

other wireless telephone number), and that such calls and sms/text messages are not unsolicited for purposes of applicable law. Those telephone calls and sms/text messages may be automatically dialed and include prerecorded messages, and your service provider may charge you to receive them.

## 9. Mobile Banking Applications Service

### (a) General

The services we offer through our Mobile Applications (our "**Mobile Banking Apps Services**") allows you to access your TD Bank Account information and perform certain online banking and bill pay transactions using one or more specially designed applications that you can download for use with certain Mobile Devices ("**Mobile Applications**").

### (b) Service Requirements

Use of our Mobile Banking Apps Services requires that you have enrolled in our Online Banking Service, that you have a Mobile Device currently supported through the Mobile Banking Apps Services, and that you download the appropriate Mobile Application to your Mobile Device. Once you have downloaded the appropriate Mobile Application, you may log-in to the Online Banking Service by opening the Mobile Application on your device, using your same Online Banking Service user name, password and any applicable log-in security information. Our Mobile Banking Applications Service uses the same security features as our Online Banking Service.

### (c) Online Banking

With the Mobile Banking Apps Services, you can check balances, view Account transaction history and transfer money between your TD Bank Accounts, just as you can with a Computer. The Mobile Banking Apps Service also allows you to search for ATMs and branch locations, and pay your bills, as well as other general banking and account maintenance services.

### (d) Fees

We do not charge a fee to download any Mobile Applications. Your Mobile Device carrier may charge you to receive Internet, cellular or other data service. You should check with your Mobile Device carrier for details on specific fees and charges that may apply to you.

### (e) Alerts

Your enrollment in the Online and Mobile Services includes access to alerts for your accounts. The Alerts services are optional and are provided for your convenience and do not replace your monthly account statement(s), which are the official record of your accounts. We may add new alerts from time to time or cancel alerts. We may notify you of cancelled alerts services at our sole discretion, but we are not obligated to do so.

We do not guarantee the delivery, timeliness, or accuracy of alerts. Alert frequency may vary by account. We will not be liable to you if any alerts are inaccurate, delayed, or prevented due to circumstances outside of our control. We are not liable for any error by you in entering any details when you elect to use alerts (e.g., if you key in the wrong mobile number or email address to send the alert). Alerts are provided "as is" with no representation, guarantee or warranty of any kind as to its functionality.

The Alerts services are only available to customers who have an eligible account with us. An eligible account includes, but is not limited to, Consumer or Small Business Deposit or Credit Card accounts. TD Bank may automatically send you certain alerts via email, text message, push notification, and/or by other means, including to your mobile device. These messages may include notifications about potential fraud on your account(s), debit card or credit card, recent account activity, or changes to your online profile. Standard data and message rates may apply.

If you would like to update the delivery method of your alerts (e.g., SMS Text, Email or Push), please visit your Online Banking profile or Mobile app. You can opt not to receive push notifications by turning off push notifications on your TD Mobile app. Not all delivery methods may be available for all types of alerts. Customers are required to maintain updated contact information in their online banking profiles.

Receipt of any of the alerts we send, whether they are automatic alerts or from the Alerts service, may be delayed or prevented by factor(s) affecting your internet/phone provider or other circumstances. The information in any alert may be subject to certain delays.

To cancel alerts sent via text message, reply STOP to any message or visit the Alerts section within your Online Banking application or Mobile app. For help or information regarding the Alerts services, text HELP to any message you receive. For additional assistance with Alerts services, contact TD Bank's customer service at (888) 751-9000.

(f) Miscellaneous

Your complete Account numbers will never be transmitted to you via the Mobile Banking Apps Services. Except as described in this Section 9, all terms and conditions applicable to the Online Banking Service (including the Bill Payment Service) apply to your use of the Mobile Banking Apps Services. TD Bank is not responsible for any damage to your Mobile Device resulting from the Mobile Applications or your use of the Mobile Banking Apps Services, and you will be engaging in such activities at your own risk. Visit [www.tdbank.com](http://www.tdbank.com) for more information on our Mobile Banking Apps Services, including browser and Mobile Device requirements and instructions on how to download Mobile Applications.

## **10. Transaction Posting Schedule**

The balances provided through the Bank's Online Banking Service should be current up to the time you log in. Other transactions may be delayed, including but not limited to transactions on your Credit Card Account which are provided by a third party. Transactions are reflected on the Bank's Online Banking Service at different times and on different schedules. We may provisionally post transactions to your Account during any Business Day; however, we may treat them as if we received all of them at the end of the Business Day. For more information on Item Processing Orders, please refer to the Personal Deposit Account Agreement.

Pending transactions shown reflect the most recent activity occurring in your account throughout the day. These transactions may include authorization transactions whereby a merchant is verifying bank account and sufficient funds. These transactions are reflected in your current and available balances and the amount of these transactions may be different from the actual purchase amount depending on the payment mechanism and merchant. For example, a debit card transaction from a restaurant may be 25% more to insure sufficient funds for the amount of the meal and any tip included on the slip. Pending transactions are processed each business day and will post for the actual authorized amount and be reflected in history with any additional detail. Certain pre-authorization transactions may remain pending longer than one day before processing, depending on the type of transaction and merchant.

Your available balance will reflect any holds or floats on your account. Holds and floats are included in pending transactions. To determine the availability of funds you have deposited, please refer to the Deposit Account Agreement.

## **11. Limit of Our and Other Provider's Responsibilities**

We agree to make reasonable efforts to ensure the full performance of the Bank's Online Banking Service (subject to reasonable down times and service upgrades, as well as our right to not offer the Online Banking Service at any time in our sole discretion). We will be responsible for acting only on those instructions which are actually received and cannot assume responsibility for malfunctions in communications facilities not under our control that may affect the accuracy or timeliness of messages you send. We are not responsible for any losses or delays in transmission of instructions arising out of the use of any Internet service provider, your connection to the Internet, your Computer or Mobile Device, or caused by any browser software.

Our sole responsibility in respect of our Online Banking Service (including for our Bill Payment Service and any transfer errors) will be to correct the error, but in no case will we be liable for any indirect, special, incidental or consequential damages. Our liability is further limited as set forth in your Account Agreement(s). In states that do not allow the exclusion or limitation of liability for indirect, special, incidental or consequential damages, our liability is limited to the maximum extent permitted by applicable law. We are not responsible for any indirect, special, incidental or consequential damages arising in any way out of your use of the Bank's Online Banking Service. We make no express or implied warranties concerning the Bank's Online Banking Service, including but not limited to, any warranties of merchantability, fitness for a particular purpose or non-infringement of a third party's proprietary rights unless disclaiming such warranties is prohibited by applicable law. The Bank's Online Banking Service gives you access to services and information which may be presented with a distinctive "look and feel." These services, information and "look and feel" are our proprietary property. You may not reproduce, sell or distribute all or any portion of the Bank's Online Banking Service.

## **12. Right to Get Documentation of Electronic Banking Transaction**

Your monthly statement will reflect electronic activity on your Deposit Account. You agree to review your monthly statements promptly after you receive it. If your monthly statement shows transactions that you did not authorize, you must notify us at once. You also agree to notify us promptly about any change in your address, so that we may send your monthly statements to your correct address. Certain Deposit Accounts, including but not limited to Savings Accounts, Money Market Savings Accounts, and CDs, will receive a quarterly statement if there is no electronic activity unless we determine that your account has been inactive for a reasonable period of time (please note that IRA statements are sent semi-annually). Payments made through the Bill Payment Service will appear on your Account statement as a bill payment. A copy of any documentation provided to you, which indicates that an Electronic Funds Transfer was made, shall be admissible as evidence of such transfer and shall constitute prima facie proof that such transfer was made.

## **13. Limits on Electronic Banking Transactions**

For security reasons, there are limits on the dollar amount of bill payments and the dollar amount of all bill payments in one day which you

can make using Online Bill Pay. The bill payment limit through the Bill Payments Service is \$75,000 per transaction. Any transactions above those limits cannot be processed through the Bill Payment Service.

The Bank, in its sole discretion, may allow you to transfer an amount greater than the balance in your TD Deposit Account which may cause your TD Bank Deposit Account to become overdrawn and a fee may be incurred. You may not transfer an amount that would cause you to exceed the available balance of your TD Bank Overdraft Protection Plan or TD Bank Equity Line of Credit.

#### **14. Disclosures of Account Information to Third Parties**

In order that your privacy may be protected, we will not disclose any information about you or your Deposit Account or Loan Account to any person, organization, or agency except:

- (a) to third parties as necessary to effect, administer or enforce your transactions or otherwise service your account;
- (b) to service providers for our everyday business purposes;
- (c) to service providers for our marketing purposes, to offer our products and services to you;
- (d) to other financial companies with whom we have joint marketing agreements;
- (e) to our affiliates for their everyday business purposes as permitted by law;
- (f) with your consent (including third parties to whom you provide your account login credentials);
- (g) pursuant to a court order or other legal process; or
- (h) as otherwise required or permitted by this Agreement, or as otherwise permitted by law, such as to regulatory or consumer reporting agencies, or to protect against fraud.

#### **15. Fees**

You will not be charged for use of the Bank's Online Banking Service or Mobile Banking Apps Services (other than fees which may apply to the Bill Payment Service or external transfers, as described elsewhere in this Agreement). We may add fees for these services by notifying you of any such fees as outlined in your Account Agreements. The service charges and fees provided for in your Account agreement(s) will apply. Please refer to your Account agreement(s) and Fee Schedule for a listing of these fees.

You are also responsible for all telephone, mobile remote access and other similar charges incurred in connecting to the Bank's Online Banking Service and for charges by any Internet service provider providing connection to the Internet.

#### **16. Unauthorized Transfers**

Notify us AT ONCE if you believe your Mobile Device or your user name, password, or both have been stolen or used without your permission, or if you believe that an electronic funds transfer has been made without your permission using information from your check. You could lose all the money in your Deposit Account plus your available overdraft protection credit. Telephoning is the best way of keeping your possible losses down. If you notify us within two (2) Business Days after you learn of the theft of your Mobile Device, user name and/or password or any unauthorized electronic fund transfer from your Deposit Account, you can lose no more than \$50 if someone uses your Mobile Device, user name and/or password or withdraws funds from your Deposit Account by electronic fund transfer without your permission. If you do not notify us within two (2) Business Days after you learn of the theft of your Mobile Device, user name and/or password or any unauthorized electronic fund transfer from your Deposit Account, and we can prove we could have prevented someone from using your user name and/or password withdrawing or transferring funds from your Deposit Account without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transactions that you did not make, notify us at once. If you do not notify us within sixty (60) Calendar Days after the statement was mailed or otherwise made available to you, you may not get back any money you lost after the sixty (60) Calendar Days if we can prove that we could have stopped someone from taking the money if you had notified us in time.

If a good reason (such as a long trip or a hospital stay) kept you from notifying us, we will extend the time periods.

Special Rule for Massachusetts Residents: You can lose no more than \$50, regardless of when you notify us of the loss or theft of your Mobile Device, user name and/or password or any unauthorized electronic fund transfer from your Deposit Account.

If you believe someone has accessed your Deposit Account, Loan Account, or Credit Card Account without your permission, that someone

has transferred or may transfer money from your Deposit Account or Loan Account without your permission, or if you believe a transfer has been made without your permission using information from your check, call or write:

TD Bank, N.A.  
Customer Service Department  
Mail Stop 02-206-02-15  
6000 Atrium Way  
Mt. Laurel, NJ 08054

Business Days: Monday through Friday, excluding Federal holidays

You agree not to contact us via email if you believe your Mobile Device or user name, password, or both have been stolen or used without your permission or to report unauthorized transfers.

#### **17. Error Resolution - Unauthorized Transfers and Advisability of Prompt Reporting**

##### **IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFER**

If you need information about an Electronic Funds Transfer or if you believe there is an error on your bank statement relating to an Electronic Funds Transfer, telephone the Bank immediately at 1-800-493-7562 or write to:

TD Bank, N.A.  
Customer Service Department  
Mail Stop 02-206-02-15  
6000 Atrium Way  
Mt. Laurel, NJ 08054

You agree not to contact us via e-mail if you need information about an Electronic Funds Transfer or if you believe there is an error on your bank statement relating to an Electronic Funds Transfer.

We must hear from you no later than sixty (60) Calendar Days after we sent or otherwise made available to you the first statement on which the problem or error appeared. When contacting the Bank, please provide us with the following information:

- Tell us your name, Account number(s), and user name.
- A description of the error or transaction you are unsure about. Please explain as clearly as you can why you believe there is an error or why more information is needed.
- The dollar amount of the suspected error.

When making a verbal inquiry, the Bank may ask that you send us your complaint in writing within ten (10) Business Days after the first verbal inquiry.

We will complete our investigation within ten (10) Business Days after we hear from you (or within twenty (20) Business Days after we hear from you if your notice relates to a transfer that occurred within thirty (30) Calendar Days after your first deposit to the Deposit Account). If we need more time, however, we may take up to forty-five (45) Calendar Days to investigate your complaint or question. We may take up to ninety (90) Calendar Days to investigate your complaint or question if it relates to a transaction you initiated from outside the United States, or a transaction which occurred within thirty (30) Calendar Days after your first deposit to the Account. If we decide to do this, we will credit your account for the amount you think is in error within ten (10) Business Days (or twenty (20) Business Days if your complaint or question relates to a transfer occurring within thirty (30) Calendar Days after your first deposit to the Deposit Account), so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not credit your account.

We will correct any error promptly after we complete our investigation. We will send you a written explanation within three (3) Business Days after completing our investigation. You may ask for copies of the documents that we used in our investigation and we must make these available to you for inspection.

## **18. Ending the Bank's Online Banking Service Agreement**

You may end your rights to use the Bank's Online Banking Service by calling us at our Call Center at (888) 751-9000 or by writing to:

TD Bank, N.A.  
Customer Service Department  
Mail Stop 02-206-02-15  
6000 Atrium Way  
Mt. Laurel, NJ 08054

We may end your rights to use the Bank's Online Banking Service for any reason and at any time without notifying you. We may terminate your access to the Bank's Online Banking Service if you do not log into the Bank's Online Banking Service for a period of six (6) months.

If more than one person is authorized to withdraw funds from your Deposit Account or Loan Account, or if another person is authorized to electronically access your Deposit Account or Loan Account, we cannot stop that person from using the Bank's Online Banking Service.

If you end the Bank's Online Banking Service, you authorize us to continue making transfers, bill payments and other transactions you have previously authorized until such time as we have had a reasonable opportunity to act upon your closing notice. Once we have acted upon your closing notice, we will make no further transfers, payments or transactions from your Deposit Account or Loan Account, including transfers, payments or transactions you have previously authorized. However, you must cancel any automatic recurring transfers or payments requested using the Bank's Online Banking Service prior to terminating the Bank's Online Banking Service.

If we end the Bank's Online Banking Service, we reserve the right to make no further transfers, payments or transactions from your Deposit Account or Loan Account, including any transfers and transactions you have previously authorized.

If either you or we end your rights to use the Bank's Online Banking Service, we will no longer be required to complete any of your Online Banking transactions. You will remain obligated to us under this Agreement for all your Online Banking transactions, even if they occur or are completed after your rights under this Agreement have terminated.

Independent access to your Credit Card Accounts through [tdcardservices.com](http://tdcardservices.com) is not impacted by ending the services in this agreement. However, if you have not created separate login credentials for your Credit Card Account, upon unenrolling from the Online Banking Service, you will need to create separate credentials to access [tdcardservices.com](http://tdcardservices.com).

## **19. Amendments**

We may amend or change this Agreement at any time. We will inform you of changes when legally required and will try to inform you of the nature of any material changes even when not legally required to do so. We may communicate changes by either mail, secure message, email or a notice on our website in our sole discretion. We will make the updated terms available on our website. You agree that by continuing to use the Online Banking Service after the effective date of any updated terms of the Agreement on our website is an agreement by you to any such amendment or change in the Agreement. If you do not agree to the change or amendment, you must immediately notify us and cancel your access to the Bank's Online Banking Service.

## **20. Hyperlinks**

The Bank may elect to display one or more hyperlinks on its Online Banking Service website from time to time. A hyperlink is any highlighted words or phrases in a document that allow the user to click through to another section of the same document or to another document on the World Wide Web. A hyperlink may allow you to click through to a third party website over which we have no control. The Bank specifically disclaims any responsibility for the content, products and services provided at linked third party websites. The Bank is not liable for any failure of the products or services advertised on third party websites. You should be aware that third party websites may have privacy policies that differ from the Bank's privacy policy; it is your responsibility to review privacy policies at the linked third party websites to determine whether those policies are acceptable to you. The linked third party websites may provide less security than the Bank's website.

## **21. Use of Personal Financial Management (PFM) Software**

Your account data may be accessed using personal financial management (PFM) software (e.g., Microsoft Money or Intuit's Quicken products). A list of supported software can be found on our non-secure informational site. Supported functionality may vary depending upon the software that you are using, and the software that we support may change from time to time. Use of PFM software is intended to supplement and/or enhance use of our Online Banking Service and not replace it. Access to account information through PFM software must be done using an active Online Banking user name and password or other secure method as required. You are responsible for any necessary purchase, installation, configuration, maintenance, updates and upgrades to the PFM software and/or your Computer. We are not responsible for any problems related to the PFM software itself, your Computer or your ability to connect using the PFM software as described in this

Agreement. We will provide you with reasonable assistance, when requested and as we are able, for the purpose of enabling your eligible Deposit Accounts for use with PFM software that we support. We are not responsible for any problem that you may have using your PFM software to connect to our Online Banking Service if no known problem exists with our systems that might impede such connectivity, or if the problem is due to your software, Computer or Internet service. You should verify all account data obtained and transactions executed on your accounts using PFM software. Our records of transactions, instructions and communications regarding your accounts and Online Banking access supersede any records stored or created on your computer equipment through the use of PFM software. Your Account Agreement(s), this Online Banking Agreement, and other related agreements between you and the Bank govern all transactions, instructions and communications executed or transmitted between you and the Bank using the PFM software. You are responsible for any and all obligations to any software vendor arising from your use of that vendor's PFM software.

## **22. No Warranty**

WE MAKE NO REPRESENTATION OR WARRANTY, WHETHER STATUTORY, OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICE.

## **23. Actions Beyond Our Control**

We shall not be responsible for any occurrence, act or omission not within our reasonable control, including, without limitation, the inoperability or malfunction of any communications, computer or payment system, power outages, acts of God, war, labor difficulties, or actions of any government either in its sovereign or contractual capacity.

## **24. ADDITIONAL INFORMATION REQUIRED BY MASSACHUSETTS LAW**

- (a) Any documentation provided to you that indicates an electronic funds transfer was made to another person shall be admissible as evidence of the transfer and shall constitute prima-facie proof that the transfer was made.
- (b) Except as otherwise provided in this Agreement, the initiation by you of certain electronic fund transfers from your account will effectively eliminate your ability to stop payment of the transfer.
- (c) Unless otherwise provided in this Internet Banking Agreement, you may not stop payment of electronic funds transfers. Therefore, you should not employ electronic access for purchases or services unless you are satisfied that you will not need to stop payment.
- (d) This is the address and telephone number to use to request a stop payment order of a preauthorized payment or to report a lost or stolen card or PIN, an unauthorized transfer, or an error:

TD Bank, N.A.  
Customer Service Department  
Mail Stop 02-206-02-15  
6000 Atrium Way  
Mt. Laurel, NJ 08054  
Phone: 1-888-751-9000

You can reach us at the above telephone number 24 hours a day, 7 days a week.

## ONLINE BANKING SERVICE AGREEMENT FOR BUSINESS ACCOUNT CUSTOMERS

This Online Banking Service Agreement (this "**Agreement**") sets forth the terms and conditions that govern your use of TD Bank, N.A.'s online banking service (the "**Online Banking Service**"). Your Deposit Account(s) and Loan Account(s), as well as your use of the Online Banking Service, are also governed by any other agreements you have with us (such as the Business Deposit Account Agreement) in respect of such accounts (collectively referred to herein as the "**Account Agreement(s)**").

So that we don't have to repeat long terms or phrases over and over again, we often define them for you upfront and use those abbreviated defined terms throughout the agreement. Such is the case here. As used in this Agreement, the terms that follow will have the meanings assigned to them below. Capitalized terms that are used but not defined in this Agreement have the meanings assigned to them in the Account Agreement(s). In the event of any conflict between any provision of this Agreement and any provision contained in your Account Agreement(s), the terms and conditions of this Agreement will control.

"**Account Agreements**" has the meaning assigned to it in the preamble.

"**Agreement**" has the meaning assigned to it in the preamble.

"**Authorized User**" means any person you authorize to use our Online Banking Service to access your Deposit Accounts or Loan Accounts.

"**Biller**" has the meaning assigned to it in Section 8.

"**Bill Pay Agreement**" has the meaning assigned to it in Section 8.

"**Bill Payment Service**" has the meaning assigned to it in Section 8.

"**Bill Payment Service Provider**" has the meaning assigned to it in Section 8.

"**Card**" has the meaning assigned to it in Section 8.

"**Compatible Internet Browser**" means, generally, a recent (as of the date of use) version of the most popular Internet browsers such as Internet Explorer®, Chrome®, Firefox® or Safari®; however, the Online Banking Service may not always be compatible with the latest versions of such browsers.

"**Computer**" means a computer or other Internet-enabled system or device, and any software and required equipment that can support a Compatible Internet Browser.

"**Credit Card Account**" means a Credit Card account issued by TD Bank, N.A.

"**Deposit Account**" means your checking account, money market checking account, money market savings account, savings account, certificate of deposit (CD), and any other deposit account you may have with us that was established primarily for business or commercial purposes.

"**Due Date**" has the meaning assigned to it in Section 8.

"**Electronic Funds Transfer**" (or "**EFT**") has the meaning assigned to it in Regulation E, promulgated by the Consumer Financial Protection Bureau, and includes any transfer of funds that is initiated through an electronic terminal, telephone, computer, or magnetic tape for the purpose of ordering, instructing, or authorizing a financial institution to debit or credit a consumer's account.

"**Eligible Deposit Accounts**", "**Eligible Loan Accounts**" and "**Eligible Credit Card Accounts**" are Deposit Accounts and Loan Accounts, respectively, which (in our sole discretion) are accessible through the Online Banking Service in accordance with the terms of this Agreement. Certain types of transactions, including transfers between Deposit Accounts, Credit Card Accounts and/or Loan Accounts, may be limited or not permitted depending on titling, product type, Bank policy or applicable law or regulation.

"**Loan Account**" means your auto loan, cashline, equity loan, equity line of credit, collateral loan, and any other loan account you may have with us that was established primarily for business or commercial purposes.

"**Mobile Applications**" has the meaning assigned to it in Section 9(a).

"**Mobile Banking Apps Services**" has the meaning assigned to it in Section 9(a).

"**Mobile Device**" means a mobile Internet-enabled access device, and any software and required equipment that can support a Compatible



Internet Browser.

"**Online Banking Service**" has the meaning assigned to it in the preamble.

"**Payment Account**" has the meaning assigned to it in Section 8.

"**Payment Instruction**" has the meaning assigned to it in Section 8.

"**Scheduled Payment Date**" has the meaning assigned to it in Section 8.

"**Scheduled Payment**" has the meaning assigned to it in Section 8.

"**user name**" means an alphanumeric sequence of characters that you select when signing up for the Online Banking Service.

"**we,**" "**us,**" "**our,**" "**TD Bank**" and the "**Bank**" mean TD Bank, N.A.

"**you**" and "**your**" means a user (including Authorized Users) of any service available through our Online Banking Service.

## **1. General**

You (including any Authorized User) can use your user name(s) and password(s), together with a Computer or Mobile Device, to perform certain transactions described below. At times, for your security we may require additional authentication steps to authenticate you as a customer. Additional information regarding your (including any Authorized User's) access pattern may be collected and validated automatically, and a unique electronic signature may be created based on your specific access pattern. You may designate certain Authorized Users, each of whom will be provided with a unique user name and password. You will be responsible for advising us when to terminate the access rights for any such Authorized Users.

At TD Bank, we take the protection of your assets and data seriously. You should be aware that, when you (or any Authorized User) disclose your user names and passwords to any other party, including third party aggregators or password managers, TD Bank is not responsible for losses resulting from this disclosure or the use of such services except as specifically provided (if at all) in this Agreement or in the Account Agreements. Prior to sharing any account information and passwords with such third parties, please review the customer agreements you have with us and with them to better understand risks and liabilities. It is important to understand what is being done, and by whom, to protect your assets and financial information before you avail yourself of third party service providers.

By using (or permitting any Authorized User to use) the Online Banking Service, you (a) agree to the terms and conditions in this Agreement as amended from time to time and (b) consent to the electronic transmission of financial information to us, our service providers and any third parties to whom you provide your account credentials or otherwise authorize to access your account(s) or account information with TD Bank (such consent to remain effective for as long as you use the Online Banking Service).

## **2. Access Requirements**

In order to use the Online Banking Service, you will need: (a) a Computer, or (b) a Mobile Device. You are responsible for the installation, maintenance, operation and use of your Computer or Mobile Device and all related charges (including all telephone, mobile remote access, Internet service provider and other similar charges incurred in connection with your use of the Online Banking Service). You are also responsible for installing and maintaining appropriate virus protection on your Computer or Mobile Device. We are not responsible for: (i) any errors or failures caused by any malfunction of your Computer or Mobile Device or your use of, or any inability to use, the Bank's Online Banking Service; (ii) any viruses, spyware, malware, worms or related problems that may be associated with your Computer or Mobile Device; (iii) any losses or delays in transmission of information that you provide to us or otherwise arising out of or incurred in connection with the use of any Internet or other service provider providing your connection to the Internet or any browser software.

## **3. New Accounts**

Eligible Deposit Accounts and/or Eligible Loan Accounts that you open with the Bank may be enabled in the Online Banking Service following your enrollment.

## **4. Online Transactions**

- (a) Except for the special features of our "Mobile Banking Applications Service" as described in Section (8) below, our Online Banking Service generally allows you to perform the following functions (though, based on what type of business account you have, the options may be limited):

- (i) you may transfer funds between Eligible Deposit Accounts, Eligible Credit Card Accounts and/or Eligible Loan Accounts;
  - (ii) you may transfer funds between your Eligible Deposit Accounts and an account(s) at another financial institution or brokerage (see Section (4)(b)(ix) below for details);
  - (iii) you can get balances and transaction history for a period of time preceding the date of request on eligible Deposit Accounts and Loan Accounts;
  - (iv) you can place stop payments on checks that have not been paid;
  - (v) you can reorder checks;
  - (vi) you can arrange to have bill payments made (see Section 8 below for details);
  - (vii) you can send and receive electronic mail (e-mail) to/from us;
  - (viii) you can access up to 84 months of electronic statements for your eligible checking, money market, and savings accounts (see Section (4)(b)(viii) below for details); and
  - (ix) view Eligible Credit Card Account transaction information and access card account management and rewards features.
  - (x) perform certain other banking services currently offered or to be offered in the future.
- (b) These features of the Online Banking Service are limited to the extent, and subject to the terms, noted below:

- (i) *Savings and Money Market Accounts.* Your ability to transfer funds between and/or make payments from certain Deposit Accounts is limited by law. For any statement savings account(s) (including money market accounts), you may make as many in-person withdrawals at a teller window or any ATM as you wish. However, federal regulations permit the depositor to make no more than a combined total of six (6) pre-authorized, automatic, electronic (including computer initiated), telephone withdrawals or transfers, or by check, draft, debit card, or similar order payable to third parties in any monthly period. We may impose a fee, as disclosed on the Fee Schedule, for each such withdrawal in excess of six (6) that you make in any monthly period. These fees will be reflected in your monthly statement. In addition, repeated violations will result in the Account being closed or changed from a savings Account to a transaction Account. For Holiday Club and Club Saver Accounts, we may impose a fee, as disclosed on the Fee Schedule associated with such an Account, for each withdrawal in excess of three (3) that you make in any month.
- (ii) *Internal Transfers.* Funds may be transferred immediately or on a future date between your eligible Deposit Accounts and Loan or Credit Card Accounts. Future-dated and recurring transfers are generally processed each Calendar Day in the early morning. Any future-dated or recurring transfers scheduled for a non-Business Day post on the next Business Day. Individual or daily transfers between Eligible Deposit Accounts and Eligible Loan Accounts may be made in an amount that could exceed the balance in your Deposit Account, but not the credit limit for your Loan Account from which the transfers are made. Individual transfers made between deposit accounts on a non-Business Day or after 11:00 p.m. EST on a Business Day will be processed, but posted on the next Business Day. We reserve the right to limit the frequency and dollar amount of transactions from your Deposit Accounts and Loan Accounts for any reason (including security concerns).

Depending on the time of your transfer to a mortgage or credit card account, your payment may be credited to your account the next Business Day.

- (iii) *Account Information.* The Deposit Account or Loan Account information that you access via the Bank's Online Banking Service will generally be current as of the Business Day you obtain the information, unless another time is specified. Additionally, the Credit Card Account information that you access via the Bank's Online Banking Service is provided by a third-party, and the Bank disclaims any liability for the accuracy of the information.
- (iv) *Stop Payments of Checks.* Stop Payments of checks are governed by the provisions detailed in your Account Agreement(s).
- (v) *Stop Payments of Pre-authorized Transfers.* Preauthorized transfers from your Account(s) can be discontinued by calling us at our Call Center at (888) 751-9000 or by writing to:

TD Bank, N.A.  
 Customer Service Department  
 Mail Stop NJ5-002-215  
 6000 Atrium Way

Stopping payment on pre-authorized transfers is governed by the provisions detailed in your Account Agreement(s).

- (vi) *Liability for Failure to Stop Payment of Pre-authorized Transfer.* If, in accordance with this Agreement and your Account Agreements, you order us to stop one of these payments three (3) Business Days or more before the transfer is scheduled, and we do not do so, our liability for your losses or damages shall be as described in the Account Agreement(s).
- (vii) *Direct Deposits.* If you have arranged to have direct deposits made to your Deposit Account(s) from the same person or company, you can call us at (888) 751-9000 to find out whether the deposit has been made. If the only possible transfers to or from your Deposit Account are direct deposits, you will get a monthly statement from us.
- (viii) *Electronic Statements.* Electronic statements for your eligible checking, money market, and savings accounts are available through the Online Banking Service. We will archive electronic statements for your eligible Accounts beginning on the date of the first electronic statement you receive after enrolling in Online Banking. We will continue adding your most recent electronic statement to the archive each month until the archive contains 84 months of electronic statements. After that, you will be able to access the most recent 84 months of electronic statements.

## 5. Authorizations

You (and each Authorized User) must be authorized to transact business in the Deposit Account or Loan Account in order to access such an account through the Online Banking Service. Only owners of a Credit Card Account are permitted under this Agreement to access such an account through the Online Banking Service. We are entitled to act on transaction or any other instructions received under your user name(s), and you agree that any actions taken under your user name will have the same effect as your signature (or the signature of an Authorized User) authorizing the transaction or other action. We reserve the right to deny transactions or any other actions through the Online Banking Service if any of the following exceptions exists:

- (a) If, through no fault of ours, you do not have enough money in your Deposit Account(s) or Loan Account(s) to make the transfer.
- (b) If the transfer would go over the credit limit on any applicable overdraft protection plan or equity line of credit.
- (c) If the Online Banking Service or your Computer or Mobile Device is not working properly.
- (d) If circumstances beyond our control prevent us from making a transfer or payment (such circumstances include, but are not limited to, telecommunication outages or interruptions, postal strikes, delays caused by payees, fires, and floods).
- (e) If the money in your Deposit Account(s) or Loan Account(s) is subject to legal process or other encumbrance restricting the transfer.
- (f) If you do not give proper, complete or correct instructions for the transfer, or you do not follow the procedures in this or any other Account Agreement with us for requesting a transfer.
- (g) If your user name(s) and/or password(s) have been reported compromised, or we have canceled or disabled your user name and/or password or the Online Banking Service.
- (h) If we have reason to believe that you or someone else is using the Online Banking Service for fraudulent or illegal purposes, or if we believe that a party other than you is using your login credentials to access your account.
- (i) If a payment or transfer request consisted of money deposited in a form or by a method whereby the money is not yet available for withdrawal.

There may be other exceptions stated in our Account Agreement(s) with you. In the event we refuse payment of a preauthorized electronic fund transfer because your Deposit Account has insufficient funds to cover the transfer, you understand and agree that we may notify you of our refusal to pay the transfer by secure electronic message through the Online Banking Service.

Pursuant to our enrollment procedures for the Online Banking Service, each Authorized User will receive a user name and temporary password. You must change that password the first time you use the Bank's Online Banking Service. You agree to keep your user name(s) and password(s) confidential and not to disclose them to any person except Authorized Users. You agree that any transaction made using any user name(s) and password(s) assigned to you will be deemed an authorized transaction until you have notified us, in writing or by secure e-mail, of the unauthorized use or theft of your user name(s) and/or password(s). You will cause your Authorized Users to abide by these security rules and will promptly notify us of the termination of any authority of an Authorized User. You agree that any transaction made using our Bill Pay Service with any user name(s) and password(s) assigned to you will be deemed an authorized transaction and you agree to be liable for any such transactions made using the Bill Pay Service. You acknowledge and agree that we have employed

commercially reasonable security measures to protect the integrity of data you transmit to us over the Internet and to protect against unauthorized access to your Deposit Account(s) and Loan Account(s). You agree that any interception of data that occurs notwithstanding these security measures is beyond our control, and we are not responsible for any such interception. You also agree that if we abide by the security procedures applicable to your Deposit Account(s) and Loan Account(s), you are liable for any losses that occur through unauthorized use of your Deposit Account(s) and Loan Account(s), unless otherwise expressly required by law. Any physical access to your Computer or Mobile Device obtained by any person will be deemed authorized use and authorized access resulting in an authorized transaction. Your user name and password are your signature authorization for any transactions, including payments to payees through the Bill Pay service. Each time you enter your user name, password and payment instructions, you are authorizing us to process your request and charge your Deposit Account(s) and/or Loan Account(s). These rules supersede any contrary statements made in any other agreement or disclosure, including, without limitation, any disclosure you receive with respect to Electronic Funds Transfers and debit cards in connection with your Deposit Account(s) and Loan Account(s) with us.

## 6. Our Liability If We Fail To Make Certain Transfers

The following applies to EFTs only. If one of the exceptions stated under Section (5) above does not exist and we fail to complete an EFT to or from your Deposit Account(s) or Loan Account(s) on time or in the correct amount, we will be liable only for your actual losses.

## 7. E-mail

Because normal Internet e-mail transmissions may not be secure, for Deposit Account, Loan Account, or Credit Card Account inquiries, you agree to log into the Online Banking Service and contact us electronically only through Online Banking's secure messaging service. We will not immediately receive e-mail that you send. Therefore, you should not rely on e-mail if you need to communicate with us immediately; for example: to make an inquiry with respect to an EFT; to report a lost or stolen Card; unauthorized use of your user name and password; to report an unauthorized transaction from one of your Deposit Accounts or Loan Accounts; or to report suspected errors. For these types of communications, you should follow the instructions contained in Section 18 (Unauthorized Transfers), or in Section 19 (Error Resolution - Unauthorized Transfers and Advisability of Prompt Reporting). We will not take action based upon your e-mail requests until we actually receive your message and have a reasonable opportunity to act.

## 8. Online Bill Payment Services Terms & Conditions

These terms and conditions for our Bill Payment Service are in addition to the terms and conditions outlined in the rest of this Agreement and the terms and conditions of your Account Agreement(s). If the terms and conditions of this Agreement conflict with the terms and conditions contained in your Account Agreement(s), the terms and conditions of this Agreement will control.

### (a) Bill Payment Service Specific Definitions

**"Biller"** is the person or entity to which you wish a payment directed, or the person or entity from which you receive electronic or paper bills, as the case may be.

**"Bill Pay Agreement"** means the terms and conditions of the Bill Payment Service set forth in this Section 8.

**"Bill Payment Service"** means the bill payment service offered by TD Bank, through its Bill Payment Service Provider.

**"Bill Payment Service Provider"** means Fiserv Solutions, Inc. or any other bill payment service provider selected by TD Bank.

**"Due Date"** is the date reflected on your Biller statement for which the payment is due; it is not the late date or grace period.

**"Payment Account"** is the account from which bill payments will be debited. You may register multiple payment accounts with which to fund your bill payments. Your primary TD Bank checking Account will automatically be registered as a payment account.

**"Payment Instruction"** is the information provided by you using the Bill Payment Service for a bill payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date).

**"Scheduled Payment Date"** is the date, selected by you through the Bill Payment Service, by which your Biller is scheduled to receive your bill payment.

**"Scheduled Payment"** is a payment that has been scheduled through the Bill Payment Service but has not begun processing.

### (b) The Service

The Bill Payment Service is provided through the Bill Payment Service Provider, which is not a party to this Agreement. The Bill Payment

Service Provider operates and maintains an Internet server application, which offers bill presentment and bill payment features, capabilities and functionality. The Bill Payment Service Provider hosts the functionality for the TD Bank online website and mobile application through which TD Bank customers are able to enroll in and utilize the Bill Payment Service. **Fees apply for usage of the "rush" payment service (where available); please review the current fees for our Bill Payment Service available upon request at any store location or by visiting the product page and related account guide for your account available at [https://www.tdbank.com/small\\_business/checking.html](https://www.tdbank.com/small_business/checking.html).** We will also disclose any such fee to you before you schedule your bill payment (in the event of any conflict between the fee we disclose to you in the Bill Payment Service flow and in the product page for your account or the Personal Fee Schedule, the fee we disclose to you through the Bill Payment Service flow will control). TD reserves the right to increase, decrease or remove the fee for the "rush" service at any time. **In connection with the Bill Payment Service, TD may use third parties to obtain or report certain information about you. Please refer to paragraph (q) of this Section for more information.**

(c) Representations and Additional Terms

By enrolling in the Bill Payment Service, you acknowledge that you have received and read this Agreement and agree to its terms and conditions. You further acknowledge that you have received and read the Account Agreement(s) governing your Payment Account, and agree that any additional terms and conditions in the Account Agreement(s) applicable to participation in the Bill Payment Service are incorporated into this Agreement.

(d) Payment Scheduling

The earliest possible Scheduled Payment Date for each Biller will be disclosed to you when you are scheduling the payment (which must be a Business Day). The Service will not permit you to select a Scheduled Payment Date sooner than the earliest possible Scheduled Payment Date designated for each Biller.

(e) The Bill Payment Service Guarantee

Due to circumstances beyond the control of the Bank or Bill Payment Service Provider, particularly delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to be credited to your account. As long as you notify us immediately (and in any event within 60 days of the Scheduled Payment Date), the Bank will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Scheduled Payment Date.

(f) Payment Authorization and Remittance

By using the Bill Payment Service, you authorize the Bank or its Bill Payment Service Provider to follow the Payment Instructions that it receives through the Bill Payment System. In order to process bill payments more efficiently and effectively, bill payment related data or data formats may be edited or altered in accordance with Biller directives.

When a Bill Payment Instruction is received by the Bank or its Bill Payment Service Provider, you authorize the Bank or its Bill Payment Service Provider to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the Bank or its Bill Payment Service Provider to credit your Payment Account for payments returned by the Biller.

The Bank will use reasonable efforts to make (or cause its Bill Payment Service Provider to make) all your payments properly. However, neither the Bank nor its Bill Payment Service Provider shall incur any liability and any Bill Payment Service Guarantee shall be void if the Bank or its Bill Payment Service Provider is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

- i. If, through no fault of the Bank or its Bill Payment Service Provider, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
- ii. The Bank's Bill Payment Service and/or its Bill Payment Service Provider's payment processing center is not working properly and you know or have been advised about the malfunction before you execute the transaction;
- iii. You have not provided the correct Payment Account information, or the correct name, address, phone number, or account information for the Biller; and/or
- iv. Circumstances beyond the control of the Bank and/or its Bill Payment Service Provider (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Bank or its Bill Payment Service Provider have taken reasonable precautions to avoid those circumstances.

Provided that none of the foregoing exceptions and none of the exceptions set forth elsewhere in this Agreement (e.g., see Section 5 above)

or in any of your other Account Agreements is applicable, if the Bank or its Bill Payment Service Provider causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a Biller which does not comply with your Payment Instructions, the Bank shall be responsible for returning (or causing its Bill Payment Service Provider to return) the improperly transferred funds to your Payment Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges (subject to Section 8(e) above).

(g) Payment Methods

The Bank and its Bill Payment Service Provider reserve the right to select the method by which to remit funds on your behalf to your Biller. These bill payment methods may include, but may not be limited to, an electronic payment, or a laser draft payment.

An electronic payment: These payments will be electronically debited from your Payment Account on **OR BEFORE** the Scheduled Payment Date and will be electronically forwarded to your Biller(s).

A laser draft payment: These payments will be forwarded to your Biller(s) via draft drawn on your Payment Account to be received by the Scheduled Payment Date. The funds will be deducted from your Payment Account when the laser draft is presented to the Bank for payment. Your designated Biller may receive a payment via paper check. You understand it is possible that, because of the timing of the mail, the Biller may receive the check before a Scheduled Payment Date. In such circumstances, the check will be treated as a "post-dated check." Post-dated checks can be negotiated and paid or can be rejected prior to the Scheduled Payment Date.

Upon receipt of a Payment Instruction by you, the Bill Payment Service may issue laser draft checks containing the name and address of the online authorized representative. As such, the name and address may not match that of the Payment Account upon which the laser draft checks were issued.

(h) Payment Cancellation Requests

You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions on the TD Bank Online Bill Payment Service website. There is no charge for canceling or editing a Scheduled Payment prior to processing. Once the Bank or its Bill Payment Service Provider has begun processing a payment, however, the payment cannot be edited and a stop payment request must be submitted (fees apply as noted below).

(i) Stop Payment Requests

The ability to process a stop payment request for a payment scheduled to be made through the Bill Payment Service will depend on the manner in which the payment was funded, the payment method used to pay the biller, whether or not a check has cleared and when you notify us. The Bank or its Bill Payment Service Provider may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact Customer Service at:

TD Bank, N.A.  
Customer Service Department  
Mail Stop NJ5-002-215  
6000 Atrium Way  
Mt. Laurel, NJ 08054  
Phone: 1-888-751-9000

Although the Bank will make reasonable efforts (and cause its Bill Payment Service Provider to make reasonable efforts) to accommodate your request, neither the Bank nor its Bill Payment Service Provider will have any liability for failing to do so. The Bank or its service provider may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for stop payment requests, as set out in the Account Agreement(s) and/or account guide or fee schedule for your Payment Account.

(j) Prohibited Payments

Payments to Billers outside of the United States or its territories are prohibited through the Service. In addition, payments that violate any law, statute, ordinance or regulation, and any payments related to illegal gambling, illegal gaming and/or any other illegal activity are prohibited through the Service.

(k) Exception Payments

Payments to government entities (such as tax payments) and court ordered payments may be scheduled through the Bill Payment Service;

however, such payments are discouraged and must be scheduled at your own risk. In no event shall the Bank or its Bill Payment Service Provider be liable for any claims or damages resulting from your scheduling of these types of payments. The Bill Payment Service Guarantee as it applies to any late payment related charges is void when these types of payments are scheduled and/or processed through the Bill Payment Service. The Bank and its Bill Payment Service Provider have no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, mis-posted or misdirected payments will be the sole responsibility of you and not of the Bank or its Bill Payment Service Provider.

(l) Bill Delivery and Presentment [EBills]

This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Billers directly if you do not receive your statements. In addition, if you elect to activate one of the Bill Payment Service's electronic bill options, you also agree to the following:

Information provided to the Biller. Updates or changes to your information (such as, but not limited to, name, address, phone numbers and e-mail addresses) with the electronic Biller are unable to be made through the Bill Payment Service. Any changes will need to be made by contacting the Biller directly. Additionally, it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bills. The Bank and its Bill Payment Service Provider may, at the request of the Biller, provide to the Biller your e-mail address, Bill Payment Service address, or other data specifically requested by the Biller at the time of activating the electronic bill for that Biller, for the purpose of the Biller informing you about Bill Payment Service and/or bill information.

*Activation.* Upon your activation of the electronic bill feature, the Bank or its Bill Payment Service Provider may notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. While your electronic bill feature is being activated (and thereafter), it is your responsibility to keep your accounts with the Biller current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.

*Authorization to obtain bill data.* Your activation of the electronic bill feature for a Biller shall be deemed by us to be your authorization for us to obtain bill data from the Biller on your behalf. For some Billers, you will be asked to provide us with your user name and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.

*Notification.* The Bank will use reasonable efforts to present (and cause its service provider to present) all of your electronic bills promptly. In addition to notification within the Bill Payment Service, the Bank and its Bill Payment Service Provider may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Bill Payment Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.

*Cancellation of electronic bill notification.* The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. The Bank or its service provider will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. Neither the Bank nor its Bill Payment Service Provider will be responsible for presenting any electronic bills that are already in process at the time of cancellation.

*Non-Delivery of electronic bill(s).* You agree to hold the Bank and its Bill Payment Service Provider harmless should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.

*Accuracy and dispute of electronic bill.* Neither the Bank nor its Bill Payment Service Provider is responsible for the accuracy of your electronic bill(s). The Bank and its Bill Payment Service Provider are only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Biller directly.

This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

(m) Failed or Returned Transactions

In using the Bill Payment Service, you are requesting the Bank (through the Bill Payment Service Provider) to make payments for you from your Payment Account. Payment transactions may be attempted up to three (3) times, and you may or may not incur multiple Bank insufficient fund fees as a result. In some circumstances, an electronic payment transaction may be completed when there are insufficient funds in your Payment Account; in other circumstances, an electronic payment transaction may not be completed when there are insufficient

funds in your Payment Account. Variables that affect whether such electronic payment transaction is completed include but are not limited to the size of the transaction, the status of your Payment Account, and the relationship between the applicable biller and the Bill Payment Service Provider. Regardless, whenever a transaction is returned unpaid, or is paid with a resulting overdraft, you will receive a notice from the Bank or the Bill Payment Service Provider. In circumstances where the payment transaction has been completed and there are insufficient funds in your account to pay for such transaction, you agree that:

- i. You will reimburse the Bank or the Bill Payment Service Provider immediately upon demand the amount of any payment transaction that has been returned to the Bill Payment Service or the amount of any overdraft created by a payment transaction;
- ii. You will reimburse the Bank or the Bill Payment Service Provider for any costs incurred in attempting to collect these amounts from you; and
- iii. The Bank or the Bill Payment Service Provider reserve the right and are hereby authorized to report the facts concerning any unreimbursed payment transactions to any credit reporting agency.

(n) Bill Payment Service Termination, Cancellation or Suspension

In the event you wish to cancel the Bill Payment Service, you may contact Customer Service at:

TD Bank, N.A.  
Customer Service Department  
Mail Stop NJ5-002-215  
6000 Atrium Way  
Mt. Laurel, NJ 08054  
Phone: 1-888-751-9000

Any payment(s) already processed by or through the Bill Payment Service before the requested cancellation date will be completed by the Bank or its Bill Payment Service Provider. All Scheduled Payments including recurring payments will not be processed once the Bill Payment Service is cancelled. The Bank and/or its Bill Payment Service Provider may terminate or suspend the Bill Payment Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement or your Account Agreement(s).

(o) Biller Limitation

We reserve the right to refuse to pay any Biller designated by you. We will notify you promptly if we decide to refuse to pay a Biller designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.

(p) Returned Payments

In using the Bill Payment Service, you understand that Billers and/or the United States Postal Bill Payment Service may return payments for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. We will use reasonable efforts to research and correct the returned payment and return it to your Biller, or void the payment and credit your Payment Account. You will receive notification of any returned payment.

(q) Information Authorization

Your enrollment in the Bill Payment Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in the Bill Payment Service, you agree that the Bank and its Bill Payment Service Provider each reserves the right to request a review of your credit rating, at our expense, through any credit bureau/consumer reporting agency. In addition, you agree that the Bank and its Bill Payment Service Provider each reserves the right to obtain financial information regarding your account from Billers.

(r) Calls to You

By providing your telephone number to us, you consent and agree that we may make telephone calls or send sms/text messages regarding your account and/or relationship with us to that telephone number or any updated telephone number that you provide (including a cellular or other wireless telephone number), and that such calls and sms/text messages are not unsolicited for purposes of applicable law. Those telephone calls and sms/text messages may be automatically dialed and include prerecorded messages, and your service provider may charge you to receive them.



## 9. Mobile Banking Applications Service

### (a) General

The services we offer through our Mobile Applications (our "**Mobile Banking Apps Services**") allows you to access your TD Bank Account information and perform certain online banking and bill pay transactions using one or more specially designed applications that you can download for use with certain Mobile Devices ("**Mobile Applications**").

### (b) Service Requirements

Use of our Mobile Banking Apps Services requires that you have enrolled in our Online Banking Service, that you have a Mobile Device currently supported through the Mobile Banking Apps Services, and that you download the appropriate Mobile Application to your Mobile Device. Once you have downloaded the appropriate Mobile Application, you may log-in to the Online Banking Service by opening the Mobile Application on your device, using your same Online Banking Service user name, password and any applicable log-in security information. Our Mobile Banking Applications Service uses the same security features as our Online Banking Service.

### (c) Online Banking

With the Mobile Banking Apps Services, you can check balances, view Account transaction history and transfer money between your TD Bank Accounts, just as you can with a Computer. The Mobile Banking Apps Service also allows you to search for ATMs and branch locations, and pay your bills, as well as other general banking and account maintenance services.

### (d) Fees.

We do not charge a fee to download any Mobile Applications. Your Mobile Device carrier may charge you to receive Internet, cellular or other data service. You should check with your Mobile Device carrier for details on specific fees and charges that may apply to you.

### (e) Alerts.

Your enrollment in the Online and Mobile Services includes access to alerts for your accounts. The Alerts services are optional and are provided for your convenience and do not replace your monthly account statement(s), which are the official record of your accounts. We may add new alerts from time to time or cancel alerts. We may notify you of cancelled alerts services at our sole discretion, but we are not obligated to do so.

We do not guarantee the delivery, timeliness, or accuracy of alerts. Alert frequency may vary by account. We will not be liable to you if any alerts are inaccurate, delayed, or prevented due to circumstances outside of our control. We are not liable for any error by you in entering any details when you elect to use alerts (e.g., if you key in the wrong mobile number or email address to send the alert). Alerts are provided "as is" with no representation, guarantee or warranty of any kind as to its functionality.

The Alerts services are only available to customers who have an eligible account with us. An eligible account includes, but is not limited to, Consumer or Small Business Deposit or Credit Card accounts. TD Bank may automatically send you certain alerts via email, text message, push notification, and/or by other means, including to your mobile device. These messages may include notifications about potential fraud on your account(s), debit card or credit card, recent account activity, or changes to your online profile. Standard data and message rates may apply.

If you would like to update the delivery method of your alerts (e.g., SMS Text, Email or Push), please visit your Online Banking profile or Mobile app. You can opt not to receive push notifications by turning off push notifications on your TD Mobile app. Not all delivery methods may be available for all types of alerts. Customers are required to maintain updated contact information in their online banking profiles.

Receipt of any of the alerts we send, whether they are automatic alerts or from the Alerts service, may be delayed or prevented by factor(s) affecting your internet/phone provider or other circumstances. The information in any alert may be subject to certain delays.

To cancel alerts sent via text message, reply STOP to any message or visit the Alerts section within your Online Banking application or Mobile app. For help or information regarding the Alerts services, text HELP to any message you receive. For additional assistance with Alerts services, contact TD Bank's customer service at (888) 751-9000.

### (f) Miscellaneous.

Your complete Account numbers will never be transmitted to you via the Mobile Banking Apps Services. Except as described in this Section 9, all terms and conditions applicable to the Online Banking Service (including the Bill Payment Service) apply to your use of the

Mobile Banking Apps Services. TD Bank is not responsible for any damage to your Mobile Device resulting from the Mobile Applications or your use of the Mobile Banking Apps Services, and you will be engaging in such activities at your own risk. Visit [www.tdbank.com](http://www.tdbank.com) for more information on our Mobile Banking Apps Services, including browser and Mobile Device requirements and instructions on how to download Mobile Applications.

## **10. Transaction Posting Schedule**

The balances provided through the Bank's Online Banking Service should be current up to the time you log in. Other transactions may be delayed, including but not limited to transactions on your Credit Card Account which are provided by a third party. Transactions are reflected on the Bank's Online Banking Service at different times and on different schedules. We may provisionally post transactions to your accounts during any Business Day; however, we may treat them as if we received all of them at the end of the Business Day. For more information on Item Processing Orders, please refer to the Business Deposit Account Agreement.

Pending transactions shown reflect the most recent activity occurring in your account throughout the day. These transactions may include authorization transactions whereby a merchant is verifying bank account and sufficient funds. These transactions are reflected in your current and available balances and the amount of these transactions may be different from the actual purchase amount depending on the payment mechanism and merchant. For example, a debit card transaction from a restaurant may be 25% more than actual cost to insure sufficient funds for the amount of the meal and any tip included on the slip. Pending transactions are processed each Business Day and will post for the actual authorized amount and be reflected in history with any additional detail. Certain pre-authorization transactions may remain pending longer than one day before processing, depending on the type of transaction and merchant.

Your available balance will reflect any holds or floats on your accounts. Holds and floats are included in pending transactions. To determine the availability of funds you have deposited, please refer to the Deposit Account Agreement.

## **11. Limit of Our and Other Provider's Responsibilities**

We agree to make reasonable efforts to ensure the full performance of the Bank's Online Banking Service (subject to reasonable down times and service upgrades, as well as our right to not offer the Online Banking Service at any time in our sole discretion). We will be responsible for acting only on those instructions which are actually received and cannot assume responsibility for malfunctions in communications facilities not under our control that may affect the accuracy or timeliness of messages you send. We are not responsible for any losses or delays in transmission of instructions arising out of the use of any Internet service provider, your connection to the Internet, your Computer or Mobile Device, or caused by any browser software.

Our sole responsibility in respect of our Online Banking Service (including for our Bill Payment Service and any transfer errors) will be to correct the error, but in no case will we be liable for any indirect, special, incidental or consequential damages. Our liability is further limited as set forth in your Account Agreement(s). In states that do not allow the exclusion or limitation of liability for indirect, special, incidental or consequential damages, our liability is limited to the maximum extent permitted by applicable law. We are not responsible for any indirect, special, incidental or consequential damages arising in any way out of your use of the Bank's Online Banking Service. We make no express or implied warranties concerning the Bank's Online Banking Service, including but not limited to, any warranties of merchantability, fitness for a particular purpose or non-infringement of a third party's proprietary rights unless disclaiming such warranties is prohibited by applicable law. The Bank's Online Banking Service gives you access to services and information which may be presented with a distinctive "look and feel." These services, information and "look and feel" are our proprietary property. You may not reproduce, sell or distribute all or any portion of the Bank's Online Banking Service.

## **12. Right to Get Documentation of Electronic Banking Transaction**

Your monthly statement will reflect electronic activity on your Deposit Account. You agree to review your monthly statements promptly after you receive it. If your monthly statement shows transactions that you did not authorize, you must notify us at once. You also agree to notify us promptly about any change in your address, so that we may send your monthly statements to your correct address. Certain Deposit Accounts, including but not limited to Savings Accounts, Money Market Savings Accounts, and CDs, will receive a quarterly statement if there is no electronic activity unless we determine that your account has been inactive for a reasonable period of time. Payments made through the Bill Payment Service will appear on your Account statement as a bill payment. A copy of any documentation provided to you, which indicates that an Electronic Funds Transfer was made, shall be admissible as evidence of such transfer and shall constitute prima facie proof that such transfer was made.

## **13. Limits on Electronic Banking Transactions**

For security reasons, there are limits on the dollar amount of bill payments and the dollar amount of all bill payments in one day which you can make using Online Bill Pay. The bill payment limit through the Bill Payments Service is \$75,000 per transaction. Any transactions above those limits cannot be processed through the Bill Payment Service.

The Bank, in its sole discretion, may allow you to transfer an amount greater than the balance in your TD Deposit Account which may cause your TD Bank Deposit Account to become overdrawn and a fee may be incurred. You may not transfer an amount that would cause you to exceed the available balance of your TD Bank Overdraft Protection Plan or TD Bank Line of Credit.

#### **14. Disclosures of Account Information to Third Parties**

In order that your privacy may be protected, we will not disclose any information about you or your Deposit Account or Loan Account to any person, organization, or agency except:

- (a) to third parties as necessary to effect, administer or enforce your transactions or otherwise service your account;
- (b) to service providers for our everyday business purposes;
- (c) to service providers for our marketing purposes, to offer our products and services to you;
- (d) to other financial companies with whom we have joint marketing agreements;
- (e) to our affiliates for their everyday business purposes as permitted by law;
- (f) with your consent (including third parties to whom you provide your account login credentials);
- (g) pursuant to a court order or other legal process; or
- (h) as otherwise required or permitted by this Agreement, or as otherwise permitted by law, such as to regulatory or consumer reporting agencies, or to protect against fraud.

#### **15. Fees**

You will not be charged for use of the Bank's Online Banking Service or Mobile Banking Apps Services (other than fees which may apply to the Bill Payment Service or certain other services associated with your accounts, as described elsewhere in this Agreement, in your Account Agreements or in your related account guides/fee schedules). We may add fees for these services by notifying you of any such fees as outlined in your Account Agreements. The service charges and fees provided for in your Account agreement(s) will apply. Please refer to your Account Agreement(s) and related account guide(s) for a listing of these fees.

You are also responsible for all telephone, mobile remote access and other similar charges incurred in connecting to the Bank's Online Banking Service and for charges by any Internet service provider providing connection to the Internet.

#### **16. Unauthorized Transfers**

Notify us AT ONCE if you believe your Mobile Device or your user name, password, or both have been stolen or used without your permission, or if you believe that an electronic funds transfer has been made without your permission using information from your check. You could lose all the money in your Deposit Account plus your available overdraft protection credit. Telephoning is the best way of keeping your possible losses down. If you notify us within two (2) Business Days after you learn of the theft of your Mobile Device, user name and/or password or any unauthorized electronic fund transfer from your Deposit Account, you can lose no more than \$50 if someone uses your Mobile Device, user name and/or password or withdraws funds from your Deposit Account by electronic fund transfer without your permission. If you do not notify us within two (2) Business Days after you learn of the theft of your Mobile Device, user name and/or password or any unauthorized electronic fund transfer from your Deposit Account, and we can prove we could have prevented someone from using your user name and/or password withdrawing or transferring funds from your Deposit Account without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transactions that you did not make, notify us at once. If you do not notify us within sixty (60) Calendar Days after the statement was mailed or otherwise made available to you, you may not get back any money you lost after the sixty (60) Calendar Days if we can prove that we could have stopped someone from taking the money if you had notified us in time.

If a good reason (such as a long trip or a hospital stay) kept you from notifying us, we will extend the time periods.

**Special Rule for Massachusetts Residents:** You can lose no more than \$50, regardless of when you notify us of the loss or theft of your Mobile Device, user name and/or password or any unauthorized electronic fund transfer from your Deposit Account.

If you believe someone has accessed your Deposit Account, Loan Account, or Credit Card Account without your permission, that someone has transferred or may transfer money from your Deposit Account or Loan Account without your permission, or if you believe a transfer has

been made without your permission using information from your check, call or write:

TD Bank, N.A.  
Customer Service Department  
Mail Stop 02-206-02-15  
6000 Atrium Way  
Mt. Laurel, NJ 08054

Business Days: Monday through Friday, excluding Federal holidays

You agree not to contact us via email if you believe your Mobile Device or user name, password, or both have been stolen or used without your permission or to report unauthorized transfers. You could lose all the money in your Deposit Account(s), plus your available overdraft protection plan or line of credit. Also, if your statement shows transactions that you did not make, tell us at once.

## **17. Error Resolution - Unauthorized Transfers and Advisability of Prompt Reporting**

### IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFER

If you need information about an Electronic Funds Transfer or if you believe there is an error on your bank statement relating to an Electronic Funds Transfer, telephone the Bank immediately at 1-800-493-7562 or write to:

TD Bank, N.A.  
Customer Service Department  
Mail Stop 02-206-02-15  
6000 Atrium Way  
Mt. Laurel, NJ 08054

You agree not to contact us via e-mail if you need information about an Electronic Funds Transfer or if you believe there is an error on your bank statement relating to an Electronic Funds Transfer

We must hear from you no later than sixty (60) Calendar Days after we sent or otherwise made available to you the first statement on which the problem or error appeared. When contacting the Bank, please provide us with the following information:

- Tell us your name, Account number(s), and user name.
- A description of the error or transaction you are unsure about. Please explain as clearly as you can why you believe there is an error or why more information is needed.
- The dollar amount of the suspected error.

When making a verbal inquiry, the Bank may ask that you send us your complaint in writing within ten (10) Business Days after the first verbal inquiry.

We will complete our investigation within ten (10) Business Days after we hear from you (or within twenty (20) Business Days after we hear from you if your notice relates to a transfer that occurred within thirty (30) Calendar Days after your first deposit to the Deposit Account). If we need more time, however, we may take up to forty-five (45) Calendar Days to investigate your complaint or question. We may take up to ninety (90) Calendar Days to investigate your complaint or question if it relates to a transaction you initiated from outside the United States, or a transaction which occurred within thirty (30) Calendar Days after your first deposit to the Account. If we decide to do this, we will credit your account for the amount you think is in error within ten (10) Business Days (or twenty (20) Business Days if your complaint or question relates to a transfer occurring within thirty (30) Calendar Days after your first deposit to the Deposit Account), so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not credit your account.

We will correct any error promptly after we complete our investigation. We will send you a written explanation within three (3) Business Days after completing our investigation. You may ask for copies of the documents that we used in our investigation and we must make these available to you for inspection.

## **18. Ending the Bank's Online Banking Service Agreement**

You may end your rights to use the Bank's Online Banking Service by calling us at our Call Center at (888) 751-9000 or by writing to:

TD Bank, N.A.  
Customer Service Department  
Mail Stop 02-206-02-15  
6000 Atrium Way  
Mt. Laurel, NJ 08054

We may end your rights to use the Bank's Online Banking Service for any reason and at any time without notifying you. We may terminate your access to the Bank's Online Banking Service if you do not log into the Bank's Online Banking Service for a period of six (6) months.

If more than one person is authorized to withdraw funds from your Deposit Account or Loan Account, or if another person is authorized to electronically access your Deposit Account or Loan Account, we cannot stop that person from using the Bank's Online Banking Service.

If you end the Bank's Online Banking Service, you authorize us to continue making transfers, bill payments and other transactions you have previously authorized until such time as we have had a reasonable opportunity to act upon your termination notice. Once we have acted upon your termination notice, we will make no further transfers, payments or transactions from your Deposit Account or Loan Account, including transfers, payments or transactions you have previously authorized. However, you must cancel any automatic recurring transfers or payments requested using the Bank's Online Banking Service prior to terminating the Bank's Online Banking Service.

If we end the Bank's Online Banking Service, we reserve the right to make no further transfers, payments or transactions from your Deposit Account or Loan Account, including any transfers and transactions you have previously authorized.

If either you or we end your rights to use the Bank's Online Banking Service, we will no longer be required to complete any of your Online Banking transactions. You will remain obligated to us under this Agreement for all your Online Banking transactions, even if they occur or are completed after your rights under this Agreement have terminated.

Independent access to your Credit Card Accounts through [tdcardservices.com](http://tdcardservices.com) is not impacted by ending the services in this agreement. However, if you have not created separate login credentials for your Credit Card Account, upon unenrolling from the Online Banking Service, you will need to create separate credentials to access [tdcardservices.com](http://tdcardservices.com).

## **19. Amendments**

We may amend or change this Agreement at any time. We will inform you of changes when legally required and will try to inform you of the nature of any material changes even when not legally required to do so. We may communicate changes by either mail, secure message, email or a notice on our website in our sole discretion. We will make the updated terms available on our website. You agree that by continuing to use the Online Banking Service after the effective date of any updated terms of the Agreement on our website is an agreement by you to any such amendment or change in the Agreement. If you do not agree to the change or amendment, you must immediately notify us and cancel your access to the Bank's Online Banking Service.

## **20. Hyperlinks**

The Bank may elect to display one or more hyperlinks on its Online Banking Service website from time to time. A hyperlink is any highlighted words or phrases in a document that allow the user to click through to another section of the same document or to another document on the World Wide Web. A hyperlink may allow you to click through to a third party website over which we have no control. The Bank specifically disclaims any responsibility for the content, products and services provided at linked third party websites. The Bank is not liable for any failure of the products or services advertised on third party websites. You should be aware that third party websites may have privacy policies that differ from the Bank's privacy policy; it is your responsibility to review privacy policies at the linked third party websites to determine whether those policies are acceptable to you. The linked third party websites may provide less security than the Bank's website.

## **21. Use of Financial Management (FM) Software**

Your account data may be accessed using financial management (FM) software (e.g., Microsoft Money or Intuit's Quicken products). A list of supported software can be found on our non-secure informational site. Supported functionality may vary depending upon the software that you are using, and the software that we support may change from time to time. Use of FM software is intended to supplement and/or enhance use of our Online Banking Service and not replace it. Access to account information through FM software must be done using an active Online Banking user name and password or other secure method as required. You are responsible for any necessary purchase, installation, configuration, maintenance, updates and upgrades to the FM software and/or your Computer. We are not responsible for any problems related to the FM software itself, your Computer or your ability to connect using the FM software as described in this Agreement. We will provide you with reasonable assistance, when requested and as we are able, for the purpose of enabling your eligible Deposit Accounts for use with FM software that we support. We are not responsible for any problem that you may have using your FM software to connect to our Online Banking Service if no known problem exists with our systems that might impede such connectivity, or if the problem

is due to your software, Computer or Internet service. You should verify all account data obtained and transactions executed on your accounts using FM software. Our records of transactions, instructions and communications regarding your accounts and Online Banking access supersede any records stored or created on your computer equipment through the use of FM software. Your Account Agreement(s), this Online Banking Agreement, and other related agreements between you and the Bank govern all transactions, instructions and communications executed or transmitted between you and the Bank using the FM software. You are responsible for any and all obligations to any software vendor arising from your use of that vendor's FM software.

## **22. No Warranty**

WE MAKE NO REPRESENTATION OR WARRANTY, WHETHER STATUTORY, OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICE.

## **23. Actions Beyond Our Control**

We shall not be responsible for any occurrence, act or omission not within our reasonable control, including, without limitation, the inoperability or malfunction of any communications, computer or payment system, power outages, acts of God, war, labor difficulties, or actions of any government either in its sovereign or contractual capacity.

## **24. Card Manager**

Card Manager is a service that will show you where you've stored your debit or credit card details with merchants and businesses. You may have stored your card details when making purchases or payments. You will have the ability to view your card details stored with merchants and businesses through Card Manager.

Not all merchants or businesses where you have stored your card details share this information with us. The merchants and businesses reflected in the Card Manager may not reflect every instance where you have stored your card details. The Card Manager feature is a convenience service provided to you. You are responsible for using your debit or credit card in accordance with your account terms. We are not responsible for missing or inaccurate information or card details in Card Manager.

## **25. ADDITIONAL INFORMATION REQUIRED BY MASSACHUSETTS LAW**

- (a) Any documentation provided to you that indicates an electronic funds transfer was made to another person shall be admissible as evidence of the transfer and shall constitute prima-facie proof that the transfer was made.
- (b) Except as otherwise provided in this Agreement, the initiation by you of certain electronic fund transfers from your account will effectively eliminate your ability to stop payment of the transfer.
- (c) Unless otherwise provided in this Internet Banking Agreement, you may not stop payment of electronic funds transfers. Therefore, you should not employ electronic access for purchases or services unless you are satisfied that you will not need to stop payment.
- (d) This is the address and telephone number to use to request a stop payment order of a preauthorized payment or to report a lost or stolen card or PIN, an unauthorized transfer, or an error:

TD Bank, N.A.  
Customer Service Department  
Mail Stop 02-206-02-15  
6000 Atrium Way  
Mt. Laurel, NJ 08054  
Phone: 1-888-751-9000

You can reach us at the above telephone number 24 hours a day, 7 days a week.