



This Access Agreement (this **Agreement**) is an important document. It sets out the terms for your TD Access Card, Credentials and PIN. Among other things, this Agreement sets out:

- how you can use your TD Access Card, Credentials and PIN to access your Accounts and Services and conduct transactions;
- how to protect your TD Access Card, Credentials and PIN; and
- your liability for loss.

Please read this Agreement carefully. Read it before you use your Card, Credentials or PIN.

This Agreement is between you and The Toronto-Dominion Bank.

You should read this Agreement along with any other agreement you have with us. This includes agreements for your Accounts or any other product or service. We refer to these other agreements as **TD Agreements**. We might also ask you to agree to other terms that apply to your Card, Credentials or PIN in our branches or over the phone. We call these **Other Terms**. This Agreement does not replace any of the terms and conditions in the TD Agreements or the Other Terms.

In this Agreement:

- **TD, we, our** or **us** each mean The Toronto-Dominion Bank and its affiliates; and
- **you, your** or **yourself** each mean you, our customer.

We define some terms in this Agreement. To find where terms are defined, see Section 13: *Glossary*.

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Section 1 Your Card, Credentials, PIN, and the Services

1.1 What is your TD Access Card?

Your TD Access Card (**Card**) is any debit card we give you. Your Card is a way for you to access your Accounts and obtain certain Services.

Your Card includes:

- the first Card we give you and any new or replacement Card; and
- Card information, such as:
 - your Card number;
 - the expiry date on your Card; and
 - the **CVV2**. This is the three-digit security code on the back of your Card.

Your Card can be a physical card. It can also be a digital card (for example, when you put your Card on a mobile wallet). You may use a financial product or service (such as a mobile wallet) from us or a third party. If you do, we or that third party may bind you to a separate agreement.

1.2 What are your Credentials and PIN?

Your **PIN** means your Personal Identification Number for your Card.

Credentials means anything you can use to access your Accounts and Services other than your Card and PIN. Credentials include:

- your EasyLine PhoneCode®;
- Biometrics. **Biometrics** are ways to identify people based on their physical features. An example is voice recognition;
- one-time security codes that we use to authenticate or verify your identity. We call these **Security Codes**;
- passcodes, passwords, questions and answers that you choose to confirm that you are the person accessing a Service;
- **Account Information**, which includes information associated with the Card, Services or Accounts, such as:
 - your Account number(s),
 - transaction history,
 - login history for the Account or Services,
 - limits associated with the Accounts,
 - contact information, and
 - any other information associated with your Accounts, Card or Services; and
- other information that you use to access your Accounts or Services.

You may be able to use Credentials with, or instead of, your Card or PIN. Sometimes we give you Credentials and sometimes you create them. We use Credentials to identify you. You can use our online platforms to create or update some Credentials. If you do, additional terms and conditions will apply.

Your Card, Credentials and PIN act as the keys to your Accounts. This is why you must protect them. To learn how to protect your Card, Credentials and PIN, see Section 3.3: *What are your security responsibilities?*.

1.3 What can you do with your Card, Credentials or PIN?

You can use them alone (or sometimes together) to obtain certain Services. **Services** means anything that you can do with your Card, Credentials or PIN. For example:

You can access and update information:

- access your Accounts and information about your Accounts;
- access information about you that we have in our records;
- update information about you that we have in our records, such as your mailing address, contact information and other Account Information;
- access certain services and platforms provided by affiliates of The Toronto-Dominion Bank;

You can make changes:

- make changes to your Accounts, such as changing the Account type, if applicable, or closing an account;
- change or reset your Credentials or PIN;

You can ask for new products or services:

- obtain a replacement Card;
- apply for or obtain new products or services;

You can conduct transactions on your Accounts:

- such as:
 - debit transactions;
 - Card Not Present Transactions;
 - ATM transactions;
 - adding your Card to a mobile wallet;
 - Pre-Authorized Payments;
 - withdrawals; and
 - investment transactions.

We can add or remove Services from time to time. We can change what you can do with your Card, Credentials or PIN, or how you can use them, at any time. We don't have to give you notice.

1.4 How do you conduct Services?

You can conduct Services in various ways. For example:

- by using ATMs;
- by using POS terminals. **POS** means point-of-sale. POS is a payment system used by merchants to accept payments from you for a transaction;
- at our branches;
- by phone, including by using EasyLine®. **EasyLine** is our telephone banking service; or
- on online platforms like EasyWeb or TD Apps. You will be asked to enter into additional agreements when you use these platforms.

We can change how you conduct Services at any time. We don't have to give you notice unless required by law.

1.5 What accounts can you access?

Account means any of your present and future personal accounts you have with us that are opened in your name (either alone or jointly with other Account holder(s) or borrower(s)). This includes both deposit and lending accounts. For example, you:

- chequing accounts;
- savings accounts, including tax-free savings accounts and direct investing savings accounts;
- credit card accounts;
- lines of credit, including both secured and unsecured lines of credit;

- mortgages;
- investment accounts;
- registered plans; and
- loans.

Your Card, Credentials, PIN or Device can be used to access your Accounts. They may also be used to access other accounts or services you may have with us or with a third party. If you don't do what you are required to do under this Agreement to keep your Card, Credentials, PIN or Device safe, you could suffer losses to any one or more accounts you may have with us or with a third party.

Section 2 Your TD Access Card

This Section sets out additional terms and conditions for your Card. It applies if you have one or more Cards.

2.1 When can you use your Card?

You must activate your Card. You can activate it by using your Card and PIN at a TD ATM or you can complete an in-store debit purchase with your Card and PIN. Our process for activating Cards may change from time to time.

Your Card has an expiry date. You cannot use your Card after its expiry date.

2.2 What happens when we cancel your Card or it expires?

You must destroy your Card right away if we cancel your Card or when it expires. We will prevent use of your Card after it has expired or we cancelled it.

However, you are still responsible for transactions, or Account updates made, using the Card before it expired or we cancelled it. This includes any applicable transaction fees.

2.3 What do you need to do if you get a new Card?

We may issue you a new Card for any reason. For example, if your old Card is expired, is discontinued or you report it as lost or stolen.

You must:

- destroy your old Card right away; and
- contact merchants with whom you have arranged a Pre-Authorized Payment and give them your new Card information. To learn more about using your Card for Pre-Authorized Payments, see Section 2.7: *Can you use your Card for Pre-Authorized Payments (PAPs)?*.

2.4 When can you receive, select or change your PIN?

When we first issue your Card to you, we may send you a PIN by mail. Or we may ask you to select a PIN in one of our branches. Our process of issuing a PIN to you may change from time to time.

When we mail you a PIN, no other person will have knowledge of this PIN. This includes our employees. When you receive the document we mailed to you that shows your PIN, memorize your PIN. Then shred the document right away or keep it in a safe place, away from your Card.

You can change your PIN using a TD ATM or in our branches.

2.5 What types of debit transactions can you do using your Card?

The types of debit transactions you can do depends on whether your Card has:

- both an *Interac*[®] Debit and Visa Debit logo; or
- just an *Interac* Debit logo.

If your Card does not have a Visa Debit logo, you can ask for a new card that does. See Section 11: *How to Contact Us*.

Here are the types of debit transactions you can do. Some merchants may not accept certain types of transactions. We are not responsible for a merchant letting or not letting you do a certain type of transaction with your Card.

Type of debit transaction	Type of Card	
	Visa Debit Logo	Just <i>Interac</i> Debit Logo
Domestic POS transactions (using Card and PIN)	Yes.	Yes.
International POS transactions (using Card and PIN)	Yes.	Yes. Only at participating retailers where the NYCE [®] network logo is displayed at terminals.
<i>Interac</i> Flash [®] transactions	Yes. With merchants in Canada who have an <i>Interac</i> Flash enabled POS terminal.	No.
Domestic ATMs	Yes.	Yes.
International ATMs	Yes.	No.
Online	Yes.	Yes. With merchants in Canada who accept <i>Interac</i> Online as a payment method.
Telephone	Yes.	No.
Mail	Yes.	No.
Pre-Authorized Payments	Yes.	No.

Interac Flash transactions are when you authorize the transaction at a POS terminal by tapping your Card. You don't need to enter a PIN. You authorize these transactions as if you had used a PIN. You will have the same rights and liability as if you had used your PIN. We put limits on the value of *Interac* Flash transactions you can make. Please see Section 5: *Fees, Service Charges and Limits* to learn how to find your limits.

We can change the types of transactions your Card can do from time to time. We don't have to give you notice.

2.6 How do you authorize Card Not Present Transactions?

A **Card Not Present Transaction** is a transaction conducted when your Card is not physically present to tap, swipe or insert with the merchant or other third party. For example, online, mail or telephone transactions.

Here's how you authorize these types of transactions. You give a merchant or other third party:

- your Card number;
- your Card expiry date; and/or
- the CVV2.

You don't give them your PIN.

You can only do Card Not Present Transactions with those who allow them. You authorize these transactions as if you had used a PIN. You will have the same rights and liability as if you had used your PIN.

2.7 Can you use your Card for Pre-Authorized Payments (PAPs)?

Yes, but only with a Card that has a Visa Debit logo.

You can use **PAPs** or **Pre-Authorized Payments** to make bill and other payments. You authorize the merchant to take funds from your Account using your Card based on a schedule determined by the merchant. For example, monthly or annually. You won't be able to set up PAPs with all Account types.

Cancelling PAPs

You must contact the merchant directly if you want to cancel a PAP. If you don't, PAPs will remain on your Account.

You are responsible for all PAPs on your Account. This may include any amounts the merchant charges after your:

- Card expires;
- Card is cancelled; or
- Account is closed.

Updating PAPs

You must give merchants correct Card information for any PAPs you set up. You must keep that information up to date. We are not responsible for any transactions that are not debited from your Account because the Card information you provided to the merchant is incorrect or not up to date.

We may give your new Card information to merchants who have signed up for **Visa Account Updater (VAU)**. You can tell us if you don't want your Card information to be eligible for VAU. If you do, we won't send your new Card information to merchants. See Section 11: *How to Contact Us*. Not all merchants participate in VAU. This is why you must contact your merchant if your Card information changes.

Processing PAPs

We may not be able to process PAPs for several reasons, including:

- insufficient funds in your Account;

- a change in status of your Card; or
- a change in status of the merchant.

Each merchant you pay with a PAP may have different requirements. You are responsible for knowing and complying with those requirements.

2.8 When are transactions made using your Card processed?

When you make transactions using your Card, we will usually credit or debit them to your Account on the date you made the transaction. It may sometimes be a different date.

Sometimes there is a difference between the original authorized amount and the final settled amount of the transaction. If there is, after we have debited your Account with the original authorized amount of the transaction, we will credit your Account with the original authorized amount of the transaction. We will then debit your Account for the final settled amount.

Card Not Present Transactions

Your merchant or bill payee may need time to process payments made through Card Not Present Transactions. We are not responsible for the processing of any payment by your merchant or bill payee. This includes how long it takes them to process the payment.

Your merchant or bill payee may charge other fees in connection with your payment, such as late fees or interest penalties. We are not liable for these charges.

Insufficient Funds

You are responsible for the transactions on your Account. If there are not enough funds, available credit or overdraft protection, we may not process that payment.

Section 3 Security and Notification Responsibilities

3.1 How do we manage your instructions?

We assume that instructions given using your Card, Credentials or PIN, or a combination thereof, come from you. We will rely on them. While we may try to verify that it was you who gave the instructions, we don't have to. We may delay acting or refuse to act on those instructions.

3.2 What are you responsible for protecting?

You are responsible for:

- your Card;
- your Credentials;
- your PIN;
- your Account; and
- your Device. **Device** means any electronic device that:
 - may be used to access our online platforms;
 - stores your Card, Card information, Credentials or PIN;
 - is registered to generate a Security Code; or
 - is associated with a phone number you registered to receive a Security Code.

Some examples of a Device are computers, mobile phones, wearables, tablets, and telephones.

3.3 What are your security responsibilities?

You play the primary role in protecting your security. This Section sets out your security responsibilities. You must fulfill all your security responsibilities. There could be consequences to you if you don't. See Section 4: *Your Liability*.

Your security responsibilities are described in this Section 3.3. They are:

Protecting your Card, Credentials, PIN confidentiality and communications

You must:

- keep possession of your Card. Don't lend it to or share it with anyone;
- protect your Card from loss or theft;
- keep your Card in a safe and secure place;
- know and remember your PIN and Credentials;
- keep your PIN and Credentials separate from your Card;
- safeguard and protect your Credentials and PIN. Keep them confidential;
- not use PINs and Credentials that others may easily guess. Don't select PINs that include your name, birthday, phone number, address, or social insurance number;
- either shred the document we mailed to you that shows your PIN, or keep it in a safe place;
- make your PIN and Credentials different from each other. Each one should be unique;
- take all necessary precautions to prevent any other person from seeing your Credentials and PIN. Watch out for people looking over your shoulder to learn your PIN or Credentials;
- never use your Card, PIN or Credentials to do anything illegal or to engage in fraud;
- never disclose your Credentials or PIN to anyone. This includes to a Legal Representative or a public official (or anyone claiming to be a public official). Only disclose if you are required to do so by law;
- never disclose your Card information to anyone unless you are providing such information to a reputable merchant or third party in connection with a transaction;
- not allow anyone other than yourself to use or perform any Services on your Account with your Card, Credentials or your PIN; and
- never store any communications from us in a place where others can see them.

A TD employee will never ask for your PIN, Phone Code or passwords.

We will never ask you to provide your Card information, Credentials (including Account Information), or PIN through unsolicited email or text message. If you suspect that someone pretending to be a TD employee has contacted you, let us know. See Section 11: *How to Contact Us*.

Legal Representative means:

- any person named as such in a power of attorney for property and, in Quebec, any person named as a mandatary in a mandate;
- a committee of estate;
- an estate representative;

- a legal guardian and, in Quebec, a tutor; or
- any other person recognized as your legal representative under applicable law or by a court order.

Protecting your Device

You must:

- safeguard and protect each Device;
- take all reasonable precautions to prevent any other person from using your Device;
- never share any Passcode for any Device;
- never share any Device you have registered to receive Security Codes on;
- keep possession of any Device you have control of that you have registered to receive Security Codes on;
- turn off show previews for text messages for any Device you receive Security Codes on;
- if a Device you have registered to receive Security Codes on is lost, misplaced or stolen, remove that Device from your security profile on EasyWeb (if you have EasyWeb access);
- delete any Credentials or Cards stored on your Device before selling, giving away or disposing of your Device;
- make sure your browser and operating system are up to date;
- only install software from trustworthy companies;
- only install mobile apps from your Device's app store;
- be wary of using your Device to click on links you don't recognize. They can be sources of malware; and
- put in place and maintain security measures for Devices. Security measures include:
 - up-to-date virus scanning software;
 - anti-spyware programs;
 - firewall systems; or
 - screen locks and Passcodes.

Passcodes means the passcode lock or password that you create to access any Device. It includes any Biometrics used to access any Device.

Biometrics

You have security responsibilities when you enable Biometrics on your Device. You must:

- not add Biometrics to a Device you don't own;
- not add Biometrics to a Device that already has someone else's Biometrics stored on it;
- never permit anyone else to add or store Biometrics on your Device; and
- never share your Device passcode with anyone else. This could allow them to add Biometrics to your Device.

Additional security responsibilities

From time to time, we may ask you to comply with additional security responsibilities. We may do this to protect your Account, Card, Credentials, Device or PIN. We may do this to prevent or resolve new security threats. We may make these requests in the course of an investigation or at other times. You must comply with these additional security responsibilities.

This Agreement, other TD Agreements and Other Terms

You must do everything else we ask you to do in this Agreement related to protection of your Credentials, Card, PIN, Device,

Accounts, information and communications. You must also meet all of your security responsibilities in other TD Agreements and Other Terms. This includes security responsibilities related to your:

- Card,
- Credentials,
- PIN,
- Device,
- Accounts,
- TD authenticate app,
- obligations to notify us, and
- duty to review your statements or Account activity so you can tell us about any errors or omissions within a certain time.

Notifying Us (including how to notify us for a lost or stolen Card)

You must notify us right away if you know or suspect that:

- your Card is lost or stolen;
- there is any unauthorized activity, fraud, change, misuse, malfunction, or error related to your Card, Credentials, PIN or Account;
- someone else has used your Card, Credentials or PIN;
- someone else knows your Credentials, Card information or PIN;
- any Device has been lost, stolen, compromised or misused;
- the Passcode for any Device has become known to someone else;
- you have failed to comply with any of your security responsibilities;
- a change has been made to your Account, PIN, Card or Credentials that you did not initiate;
- communications from us are lost, stolen or are at risk of being used in an unauthorized manner; or
- you haven't received expected communications from us.

To notify us, call us. Please see Section 11: *How to Contact Us* to find the phone number.

When you notify us, we may block or restrict your access and use of your Card, Credentials, PIN and/or Accounts. This may limit your ability to use our online platforms, access Services or otherwise use your Card. We will also decide whether you or we need to:

- reset your Credentials, or
- take any other action.

You must change your PIN right away if you know, or you suspect, that your Card or PIN has been lost, stolen, or know it has been used by someone else. We may also issue a new Card to you.

Section 4 Your Liability

4.1 What is your liability?

When are you liable?

You are liable for all losses or damages resulting from:

- all Services (including transactions) that you authorize. You authorize Services when you:
 - use your Card, Credentials and/or PIN;

- provide your Card, Credentials and/or PIN to a merchant or other person;
- let another person use your Card, Credentials and/or PIN; or
- let another person provide your Card, Credentials and/or PIN to a merchant or other person;
- any errors on your part, such as pressing the wrong key at an ATM or POS terminal;
- you making (or letting someone else make) a fraudulent or worthless deposit to your Account;
- Debit Card Transactions, where there was unauthorized use of your Card or PIN by someone else and you contributed to such unauthorized use; or
- any Services other than Debit Card Transactions, where there was unauthorized use of your Card, Credentials or PIN by someone else and you didn't meet your security responsibilities as set out in Section 3.3: *What are your security responsibilities?*.

What does it mean to contribute to unauthorized use?

Some examples of how you contribute to the unauthorized use of your Card, Credentials or PIN include when you:

- voluntarily disclose your Card, PIN or Credentials to someone else;
- write your PIN on or near your Card;
- choose a PIN that is easily guessable by others. For example, PINs that are selected from your name, birthday, phone number, address, or social insurance number;
- keep a poorly disguised or hidden written record of your PIN on or near your Card; or
- fail to notify us as soon as you become aware your Card, PIN or Credentials may have become known to someone else or may have been lost, stolen or misused.

See Section 3.3: *What are your security responsibilities?* for more information on how to avoid contributing to unauthorized use of your Card, Credentials, and PIN.

When are you not liable?

There are some exceptions to your liability as set out above.

You are not liable for monetary losses to your Account if and to the extent they were caused by:

- unauthorized transactions or Services:
 - that occur after you notified us that your Card has been (or you suspect has been) lost, stolen or misused;
 - that occur after you have notified us that your Card, PIN or Credentials are or may be known to someone other than yourself;
 - that occur after your Card has been cancelled or expired. However, if a transaction that you had authorized is posted to your Account after the expiry date of your Card, you will still be responsible for that transaction; or
 - using Cards that are forged or faulty, unless you contributed to the forgery or fault;
- fraudulent or negligent conduct relating to the Services by us, our employees or agents;
- errors made by us in debiting your Account;
- transactions that we have determined were made before you received your Card and created or received your PIN; or

- any failure, error, malfunction or technical problem of our system or equipment.

You are also not liable for monetary losses to your Account if and to the extent such losses occur as a result of an unauthorized Debit Card Transaction where we complete an investigation of the Debit Card Transaction and we determine that:

- you have been a victim of fraud, theft or have been coerced by trickery, fraud or intimidation in connection with the Debit Card Transaction;
- you reported the Debit Card Transaction to us promptly; and
- you cooperated fully in any subsequent investigation of the Debit Card Transaction, including providing any additional forms, information or documentation we ask of you.

In all circumstances, even if you are not liable for monetary losses to your Account for the reasons outlined in this Section 4.1, we are not responsible for any and all other losses or damages that may arise.

In this Section 4, **Debit Card Transactions** are:

- Card Not Present Transactions;
- transactions at ATMs; or
- transactions at a POS terminal.

that took place in Canada and did not involve the transfer of funds into or out of Canada.

4.2 Are there caps on your liability?

There may be caps on your liability. Please see below.

Debit Card Transactions

Your liability for Debit Card Transactions will not be more than your withdrawal or spending limits on your Card. This is the case even if you contribute to an unauthorized Debit Card Transaction.

In some circumstances, your liability for Debit Card Transactions may exceed the actual funds in your Account. This may occur, for example, if:

- your Account is a line of credit account, a deposit account with overdraft protection, or is linked with another Account having some or all of these features. In these cases, you may be liable for:
 - the amount of the Debit Card Transaction,
 - plus any service charges that may apply, and
 - in the case of any borrowed amounts, interest on those borrowed amounts; or
- the Debit Card Transaction is completed on the basis of a fraudulent deposit to your Account. In this case, your liability may include an amount up to the amount of the fraudulent deposit. For example, where a transaction is completed after you deposit (or let someone else deposit) a fraudulent cheque or empty envelope to your Account.

Credit Card Accounts

If you experience Account losses to a credit card Account, the extent of your liability for those losses may be capped. See your cardholder agreement or Initial Disclosure Statement for your credit card for more information.

Section 5 Fees, Service Charges and Limits

5.1 Do we charge fees or service charges for Cards, Credentials, or PINs?

We don't charge you any fees or service charges for issuing your Card, Credentials or PIN. However, we do charge for some transactions you make or things you do with them. These fees or service charges may be set out in TD Agreements or Other Terms. For example, they are set out in:

- our *About Our Accounts and Related Services* document, and
- our *General List of Services and Fees* document.

You can find these documents in our branches and at td.com. We can change what we charge from time to time.

You may be charged additional fees by third parties. For example, you may pay fees to other financial institutions when you use their ATM.

5.2 Are there any dollar limits that apply to your Card or the Services?

Yes. We may set dollar limits. For example, the amount you can transfer in a day. Or the amount of funds you can deposit in a day. It is your responsibility to know your limits. You can find your limits through the TD app or by contacting us. Please see Section 11: *How to Contact Us*.

If you try to go over your limits, we may reject the transaction. If we allow you to go over your limits, we don't have to allow you to do so again.

We may change these limits at any time, without notice to you, unless required by law.

At any time, you may request a change to your spending or transfer limits. For example, if the limits don't match your expected daily or weekly usage. We are not required to make all requested changes.

Section 6 Communications Between Us

6.1 How do we manage electronic and other communications?

When may we communicate with you?

We may communicate with you about any matter, including matters relating to your Card, Credentials, PIN, Account or this Agreement. This includes contacting you about suspected fraud or suspicious activity.

How may we communicate with you?

We can communicate with you by any method we choose. This includes when we send you any notices, changes to this Agreement, messages, alerts, or documents.

We may use electronic means such as:

- our online platforms;
- telephone;
- email;
- text message; or
- any other electronic delivery method.

We won't use those methods when the law requires us to communicate with you in another way.

What are your obligations when we communicate with you?

Make sure you read and save any communications we send to you. You should store them safely.

Contact us right away if you:

- don't receive expected communications from us;
- can't access communications from us;
- know or suspect that communications from us are lost or stolen; or
- know or suspect that communications from us are at risk of being used in an unauthorized manner.

Please see Section 11: *How to Contact Us*.

What address will we use to communicate with you?

We will use the information we have on file for you.

You must update your profile or contact us right away if there are any changes to your:

- email;
- mailing address;
- name; or
- other contact information you gave us, such as your phone number.

Can you communicate with us using unsecure methods?

Don't send us confidential or personal information in ways that are potentially unsecure. This includes your Card information or Account numbers. Unencrypted communications such as texts, email, and faxes are unsecure. So is paper mail. If you need to tell us this kind of information, please call us or visit our branches.

If you do communicate with us using unsecure methods, we are not responsible if:

- your message is altered;
- your message is lost;
- we don't receive your message; or
- someone else sees and uses your information.

6.2 What if there is a conflict between your records and ours?

You may receive transaction records or receipts when you conduct transactions. For example, at an ATM or POS terminal. We may keep records of your activities. Unless there is an obvious error, if there is a conflict between our records and your records, our records will be considered correct and binding.

Section 7 Privacy

TD may handle your personal information as set out in our Privacy Policy. This includes information we collect from your interactions with us on your mobile device or the Internet. You can find our Privacy Policy online at www.td.com/privacy. Information may be stored outside of your province / territory or outside of Canada.

Section 8 Changes and Termination of this Agreement

8.1 Can we make changes to the Services and how you use them?

Yes. We may decide to change, replace, add or remove any of the following at any time:

- the Services that you can obtain by using your Card, Credentials or PIN;
- the parts or features of any Service that you can obtain by using your Card, Credentials or PIN;
- the means that you must use to access any Service and how you can use a Service; or
- any limits that apply to your Card, Credentials or PIN.

We don't have to notify you unless required by law.

8.2 Can we make changes to this Agreement?

Yes. At any time, we may decide to change, replace, add or remove any Section of this Agreement. This includes:

- Your Card, Credentials, PIN and the Services;
- Your TD Access Card;
- Security and Notification Responsibilities;
- Your Liability;
- Fees, Service Charges and Limits;
- Communications Between Us;
- Privacy;
- Changes and Termination of this Agreement;
- General Contractual Terms;
- Dispute Resolution;
- How to Contact Us;
- How to Contact the Financial Consumer Agency of Canada (FCAC); or
- Glossary.

Notifying You

If we make any of these changes, we will notify you in writing. We will notify you at least 30 days before the change is in effect. We will write the notice clearly and legibly. We may deliver this notice electronically or any other way we choose. The notice will provide you with the following details:

- the original clause and its rewritten version, or only the new clause;
- the date when the change will come into effect; and
- an option to cancel this Agreement without cost or penalty if you don't want to accept the change.

If you don't want to accept the changes, you can choose to cancel this Agreement. You can cancel without cost, penalty or cancellation indemnity. To do so, you must notify us no later than 30 days after the change comes into effect. Use the contact information provided in Section 11: *How To Contact Us*.

If you cancel this Agreement, you will:

- be required to discontinue any use of your Card and PIN to access any Services;
- still be responsible for all your obligations under this Agreement; and
- still be responsible for all your obligations under any TD Agreements or Other Terms.

8.3 When can we cancel your Card, Credentials or PIN or terminate this Agreement?

At any time and for any reason, we may:

- cancel your Card, Credentials or PIN;
- restrict your access to the Services;
- refuse to provide you with any Service; or
- cancel this Agreement.

We don't have to notify you unless required by law.

If we cancel this Agreement, you will:

- discontinue any use of your Card and PIN to access any Services;
- still be responsible for all continuing obligations under this Agreement; and
- still be responsible for all your obligations under any TD Agreements and Other Terms.

8.4 When can you cancel your Card and PIN?

You may cancel your Card and PIN at any time. If you do, you won't have to pay any costs or penalties for such cancellation.

You can cancel by contacting us. See Section 11: *How to Contact Us*. If you cancel your Card and PIN, you must stop using the cancelled Card and PIN right away.

Section 9 General Contractual Terms

9.1 What law governs this Agreement?

This Agreement is governed by applicable federal laws and the applicable laws of the province or territory in Canada where you reside. If you don't reside in Canada, applicable federal laws and the applicable laws of the Province of Ontario will govern.

If we ever disagree about anything in this Agreement and we have to go to court, it will be a court in the province or territory in Canada where you reside. If you don't reside in Canada, it will be an Ontario court.

9.2 Does this Agreement replace your other TD Agreements, and the Other Terms?

No. This Agreement is in addition to TD Agreements and any Other Terms. This Agreement doesn't change or replace them.

9.3 Can you use your Card, Credentials and PIN outside of Canada?

Yes, you may be able to. However, you might not be able to use all Services outside of Canada. See Section 2.5: *What types of debit transactions can you do using your Card?* for the types of debit transactions you can do outside of Canada.

9.4 What if we don't act right away if you breach this Agreement?

All Sections of this Agreement will remain valid and unchanged. We also reserve our right to act on that breach or any similar breach at a later date. Any action or omission by us does not mean that we have waived or changed this Agreement.

9.5 What happens if part of this Agreement is invalid?

A court may find any portion of a Section or this Agreement (or both) invalid or unenforceable. If they do, the remainder of the Section or this Agreement will remain valid.

9.6 Who is bound by this Agreement?

This Agreement is binding upon and benefits:

- us and our successors;
- anyone we transfer, sell, or assign this Agreement to; and
- you.

9.7 Who owns your Card?

We do. We can cancel or take your Card back or require you to return your Card to us at any time. You can't transfer or assign your Card to anyone else.

9.8 What language will be used?

It is the express wish of the parties that this Agreement and any directly or indirectly related documents be in English. Les parties ont exprimé la volonté expresse que cette convention et tous les documents s'y rattachant directement ou indirectement soient rédigés en anglais.

9.9 What is our commitment to the Canadian Debit Code of Practice?

We endorse the Canadian Code of Practice for Consumer Debit Card Services. For more information about this Code of Practice, please visit www.cba.ca.

Section 10 Dispute Resolution

10.1 How are disputes relating to this Agreement resolved?

Merchant Disputes

We are not responsible for any disputes you may have with a merchant or a person to whom you paid or owe a bill (**Bill**er). If you have such a dispute, you must settle it directly with the merchant, Biller, or others involved. Examples of these problems include the following:

- the merchant not providing you with any goods or services you paid for;
- any goods or services don't suit you or are of poor quality;
- problems relating to any merchandise returns; or
- if a merchant or Biller:
 - does not give you a credit for a payment,
 - imposes any additional charges,
 - will not accept your Card,
 - does not credit your payment on the date that funds are withdrawn from your Account, or
 - does not follow your instructions to cancel a PAP.

Other Transaction Disputes

- If you have a problem regarding a Service completed using your Card, Credentials, or PIN, contact us. See Section 11: *How to Contact Us*.
- After you report an unauthorized transaction, we will investigate the transaction. We may ask for documents. We may ask you for a signed written statement. You agree to

assist us with the investigation of unauthorized transactions.

- We may reimburse you for a transaction but then later determine that you authorized the transaction or otherwise were not eligible for reimbursement. In this case, we will reverse any reimbursed amounts. This means you will be responsible for the transaction. You must pay any interest and service charges if the reversal overdraws your Account.
- If the problem is not resolved to your satisfaction, follow the process outlined in Section 11.2: *How do you contact us with complaints?*.

Section 11 How to Contact Us

11.1 How do you contact us?

To contact us, use one of the following methods:

Contact Method	Details
In Person	Visit one of our branches
Online	td.com
EasyLine telephone banking	1-866-222-3456
Mail	You can mail us at any branch address or at the following address: P.O. Box 1 Toronto-Dominion Centre Toronto, Ontario M5K 1A2

11.2 How do you contact us with complaints?

If you are unhappy with a product or service, there are many ways to raise a complaint. Please follow the process set out below.

For complaints related to TD Investment Services Inc., TD Waterhouse Canada Inc. and TD Waterhouse Private Investment Counsel Inc., see our brochure, *Do You Have a Complaint?*. You can access this brochure at any of our branches or online at td.com.

Step 1: Voice Your Complaints

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

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

Step 2: Escalate Your Complaints – TD

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

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

Step 3: Escalate Your Complaints – Senior Customer Complaints Office

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

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

Step 4: Escalate Your Complaints – External Ombudsman

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

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

Learn more about our complaint-handling procedures in our brochure, *Do You Have a Complaint?*. You can access this brochure at any of our branches or online at td.com.

Section 12 How To Contact The Financial Consumer Agency Of Canada (FCAC)

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

- federal consumer protection laws;
- public commitments; and
- industry codes of conduct.

To do so, use the contact methods below:

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

The FCAC does not become involved in matters of redress or compensation. The FCAC does not become involved in matters involving a product or service which are not subject to the consumer provisions of the *Bank Act* (Canada). To address these matters, follow the process described above in Section 11: *How To Contact Us*.

Section 13 Glossary

See Section 1.5 for **Account**.

See Section 1.2 for **Account Information**.

See the Preamble for **Agreement**.

See Section 10.1 for **Bill**.

See Section 1.2 for **Biometrics**.

See Section 1.1 for **Card**.

See Section 2.6 for **Card Not Present Transaction**.

See Section 1.2 for **Credentials**.

See Section 1.1 for **CVV2**.

See Section 4.1 for **Debit Card Transactions**.

See Section 3.2 for **Device**.

See Section 1.4 for **EasyLine**.

See Section 3.3 for **Legal Representative**.

See the Preamble for **Other Terms**.

See Section 3.3 for **Passcodes**.

See Section 1.2 for **PIN**.

See Section 1.4 for **POS**.

See Section 2.7 for **Pre-Authorized Payments or PAPs**.

See Section 1.2 for **Security Code**.

See Section 1.3 for **Services**.

See the Preamble for **TD, we, our or us**.

See the Preamble for **TD Agreements**.

See Section 2.7 for **Visa Account Updater (VAU)**.

See the Preamble for **you, your or yourself**.

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