

Digital Platforms Terms of Use

PLEASE READ THESE TERMS OF USE CAREFULLY. These terms of use (these "Terms") govern your access to and use of the TD website and mobile applications ("Digital Platforms"). These Terms constitute an agreement between any person who accesses or uses the Digital Platforms ("you" or "your") and TD Bank, N.A. ("Bank," "TD Bank," "we," or "us"). These Digital Platforms are not intended for children under 13 years of age. If you are under the age of 13, you should not use these Digital Platforms. The original version of these Terms are provided in the English language. Should any conflict arise between the English language version of these Terms and any translation hereof, the English language version shall be controlling.

BY ACCESSING THE DIGITAL PLATFORMS, YOU AGREE TO THESE TERMS. If you do not agree with these Terms, do not access the Digital Platforms.

THESE TERMS ARE SUBJECT TO CHANGE. Any changes will be incorporated into these Terms and posted to the Digital Platforms from time to time. Your access to or use of the Digital Platforms after such a change means you agree to the revised terms.

TO THE EXTENT PERMITTED BY LAW, WE RESERVE THE RIGHT TO TERMINATE ANY OR ALL ACCESS TO THE DIGITAL PLATFORMS OR USE AT ANY TIME AND WITHOUT PRIOR NOTICE TO YOU.

What are the Digital Platforms? The "Digital Platforms" include the TD.com website, TD Bank mobile applications, and any other websites or mobile applications owned, controlled, or licensed by TD Bank and/or any of its subsidiaries or affiliates. The Digital Platforms also include any information, functionality, or services ("Services") made available through such Digital Platforms access or use.

The Digital Platforms are for your informational, personal and internal business purposes only. It is believed to be reliable, but TD Bank does not warrant or make any representations regarding its completeness, timeliness, or accuracy. The information and Services on the Digital Platforms are not intended as an offer or solicitation for the purchase of stock, any other security or any financial instrument. It does not constitute financial, legal, tax, investment, or other advice.

THE INFORMATION, FUNCTIONALITY, AND SERVICES MADE AVAILABLE THROUGH THE DIGITAL PLATFORMS, AND THE TERMS AND CONDITIONS OF THE ACCESS TO AND USE OF SUCH INFORMATION, FUNCTIONALITY, AND SERVICES, ARE SUBJECT TO CHANGE WITHOUT NOTICE TO THE EXTENT PERMITTED BY LAW.

Features, services, products, technology, functionality or information may differ, may not be updated, or may not be available between the TD Bank website(s) and mobile application(s). We reserve the right to determine availability and functionality of these items on the Digital Platforms.

The views expressed on the Digital Platforms do not necessarily represent or reflect the views of TD Bank. We are not responsible for any information posted to the Digital Platforms by third parties. TD Bank disclaims any liability in relation to anything posted by third-party contributors to, or users of, the Digital Platforms.

Mobile Application Terms

If you access any TD Bank mobile application on an Apple® device, the TD Terms of Use incorporate by reference the Licensed Application End User License Agreement (LAEULA) published by Apple, Inc. (<https://www.apple.com/legal/internet-services/itunes/dev/stdeula/>). The TD Bank mobile applications for iPhone® are considered the "Licensed Application" and TD Bank is considered the "Application Provider" as defined in the LAEULA. If any of the TD Terms of Use conflict with terms of the LAEULA, the TD Terms of Use shall control.

If you access any of the TD Bank mobile applications on an Android device, the TD Terms of Use incorporate by reference the Google Play Terms of Use published by Google LLC (<https://play.google.com/about/play-terms/>). The TD Bank Android mobile applications are considered the "Content" and TD Bank is considered the "Provider" as

defined in the Google Play Terms of Use. If any of the TD Terms of Use conflict with the Google Play Terms of Use, the TD Terms of Use shall control.

How Do We Collect and Use Information About Your Digital Platforms Use? Your use of the Digital Platforms, and our collection and use of your information, is subject to our Online Privacy Code and Privacy Notice(s) provided on the Digital Platforms. By accessing or using the Digital Platforms, you understand and agree that we may collect, use, retain, and share personal or other information about you or the device you use to access the Digital Platforms, including location-based information.

Can You Submit or Post Information through or on the Digital Platforms? We may, at our sole discretion, provide functionality through the Digital Platforms that allows you to provide us information or materials, as well as post comments or other items regarding our products and services, including feedback data, suggestions, and questions (collectively, "Submissions"). You must be eighteen (18) years old to use Submissions.

What Restrictions Apply to Submissions? Unless otherwise instructed by us, you will not use Submissions to submit or post any personal information about yourself or third parties (e.g. addresses, phone numbers, email addresses, or financial information, such as account numbers). You will also not use Submissions to submit or post: (1) any abusive, false, dishonest, or obscene statements or information; (2) any materials that are deemed to contain advertisements, "spam," or links to third party websites or mobile applications; or (3) third party materials or infringing materials. Doing so may result in the termination of your ability to use Submissions or the Digital Platforms. We reserve the right, in our sole discretion and without notice, to remove Submissions that do not adhere to these Terms. Any prohibitions or restrictions contained herein shall not reduce, limit, or restrict any rights you may have under applicable law.

What Happens to Your Submissions? Any Submissions you provide shall become property of TD Bank, and you hereby assign and transfer all your rights in your Submissions to TD Bank. Your Submissions, and our collection and use of your Submissions, are subject to our Online Privacy Code and Privacy Notice(s) provided on the Digital Platforms. We shall have no additional obligations with respect to such Submissions and shall be free to use Submissions in any way and for any purpose.

In the event the above transfer of ownership rights in a Submission to TD Bank fails for any reason, you hereby grant to TD Bank a non-exclusive, worldwide, perpetual, irrevocable, fully paid-up, royalty free, fully sub-licensable and transferrable right and license:

- to reproduce, use, disclose, exhibit, publish, display, transform, modify, create derivative works and distribute the Submission to others without limitation and without accounting to you in any way, including without limitation use in commerce, marketing, advertising, research or training purposes; and
- to use any ideas, concepts, knowledge, or techniques contained in such Submission for any purpose whatsoever and without accounting to you any way, including but not limited to for developing, manufacturing, and marketing products or services incorporating such Submission.

You agree to waive any applicable moral rights contained in your Submissions.

Notwithstanding the above, TD does not take any assignment, transfer, or license in your Submissions to the extent limited by Applicable Law, including but not limited to, the Consumer Review Fairness Act.

What if We Respond to Your Submissions through the Digital Platforms? We may, at our sole discretion, provide and use functionality, including artificial intelligence through the Digital Platforms that allows us to respond to your Submissions, including in message boards or live interactive chat (collectively, "Responses"). Nothing we communicate in a Response will be considered a legal agreement, representation, or warranty of any kind including but not limited as to our products, services, processes, decisions, or response times.

What about Links to Other Digital Platforms? Links to non-TD Bank websites and mobile applications ("Linked Digital Platforms") are provided solely as a convenience to you, and we have no control over the content of such Linked Digital Platforms. We make no warranties, either express or implied, concerning the content of Linked Digital Platforms, including the accuracy, completeness, reliability or suitability thereof for any particular purpose. We also do not warrant that Linked Digital Platforms or their content are free from any claims of copyright, trademark or other infringement of the rights of third parties or that such Digital Platforms or content are devoid of viruses or other contamination. Links to non-TD Bank Digital Platforms do not imply any endorsement of or responsibility for the opinions, ideas, products, information or services offered at such Digital Platforms, or any representation regarding the content at such Digital Platforms. Linked Digital Platforms may have different terms, privacy policies, and security. You should independently review the Linked Digital Platforms' terms, policies, and security to determine whether they are acceptable to you.

Who Can Use the Digital Platforms? In order to use the Digital Platforms, you agree, represent, and warrant the following:

- You are at least 13 years old (for all purposes);
- You are at least the legal age required for certain products and services (as defined in the additional terms for such product or service);
- You are not on any U.S. Government list of prohibited or restricted parties; and
- You are not attempting to access the Digital Platforms from any country under sanctions by the Office of Foreign Assets Control (OFAC).

Note: Information regarding which countries are under sanctions may be obtained on the U.S. Department of the Treasury website. Any attempt to log on to the Digital Platforms from one of these countries may result in your access being restricted and/or terminated.

Account Information and Protection. Use of certain areas or features of the Digital Platforms may require a user ID and password and is restricted to authorized users only. For your security, we may require additional confirmation steps or information to authenticate your identity or your status as a customer. Information regarding your access patterns may be collected and validated automatically, and a unique electronic signature may be created based on your specific access pattern.

Biometric authentication can be used to access the TD mobile applications, provided your mobile device has the functionality and it has been enabled on the device and application. TD does not control or have access to the biometric information stored on your device. If at any point you wish to disable biometrics for your TD mobile application, simply go to Settings in the mobile application to make this change.

One Time Passcode (OTP) authentication may be enabled as part of our Out-Of-Band Authentication Service. TD Bank offers digital customers a voice call or SMS mobile phone text message communications service to assist in authentication. Enrollment requires identification of the user's banking relationship as well as providing a phone number. The phone number's verification is done by the user receiving an SMS message or voice call with a verification code which will have to be entered on the website or mobile application. Once enrolled, you will be able to request a voice call or SMS with the one-time use code to any of the enrolled phone numbers when performing transactions that require additional authentication. This program will be ongoing and requires at least one verified phone number to be enrolled; otherwise you will not be able to access the system. Enrolling additional phone numbers may require set up at a TD Bank location for authentication purposes. Authentication failures may require verification at a TD Bank location. Delivery of SMS messages and voice calls related to this program are only available in English. This service may not be available through all phone systems or wireless carriers. Message and data rates may apply. You can contact us at 888-751-9000 or send a text message with the word "HELP" to this number: 72585 (US) if you have any questions about the program.

To stop the SMS messages from coming to your phone, you can opt out via SMS. Just send a text that says "STOP" to this number: 72585 (US). You will receive a one-time, opt-out confirmation text message. After that, you will not

receive any future SMS messages at this number. Should you need to receive a verification code at this number after stopping the SMS service, you will need to request it through a voice call or by deleting and re-adding the number to re-activate the SMS service. Alternatively, you may request to receive the code at another number you have enrolled in the program.

In accordance with our Privacy Notice, you acknowledge that in connection with your use of Out-of-Band Authentication Services, TD Bank and its affiliates and service providers may receive names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with Out-of-Band Authentication Services or the Software (collectively "User Information"). TD Bank and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver Out-of-Band Authentication Services and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. TD Bank and its affiliates and service providers also reserve the right to monitor use of Out-of-Band Authentication Services and the Software for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content. You agree not to knowingly or willfully use Out-of-Band Authentication Services or the Software in or for any illegal, fraudulent, unauthorized or improper manner or purpose and will only be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, "spam," and import/export laws and regulations, including the U.S. Export Administration Regulations.

To prevent unauthorized access to your account and to prevent unauthorized use of the Digital Platforms, you agree to protect your account number, username and password or any other means of accessing your account or the Digital Platforms. If you access your account and leave your browser or mobile phone unattended, unauthorized access could occur. Sign out of your account if you access it on a public or shared device. If someone accesses your account, they may be able to access other TD accounts that you are associated with such as joint, trust or business accounts. If you disclose your account number, username or password to any other person or other party, including third-party aggregators, password managers or entity, you assume all risks and losses associated with such disclosure, and TD Bank will not be responsible for losses resulting from any such disclosure except where provided by Law. If you permit any other person or other party to use your account number, username or password, you are responsible for any transactions and activities authorized from your account. If you believe someone may attempt to use or has used your account without your permission, or that any other unauthorized use of your account number or password or security breach has occurred, you must change your password. It is your obligation to immediately notify us if you believe unauthorized access or use has occurred. Unauthorized individuals attempting to access the Digital Platforms may be subject to prosecution.

What Restrictions Apply to Your Use of the Digital Platforms? We want our Digital Platforms to be as open and inclusive as possible, but we also want it to be safe, secure, and in accordance with the law. So, except as otherwise expressly provided in these Terms, you agree to the following:

- **No Copying, Sublicensing, or Exercising Any Right Not Given.** You will not copy, reproduce, republish, upload, post, publicly display, encode, translate, transmit, or distribute in any way, including "mirroring", to any other computer, server, website or other medium any part of the Digital Platforms for any reason without TD Bank's express prior written consent. Additionally, you will not sublicense or otherwise transfer any rights you may have under these Terms. TD Bank does not grant you any rights to the Digital Platforms except for those that are expressly granted in these Terms.
- **No Reverse-Engineering or Unintended Use.** You will not decompile, reverse engineer, disassemble, attempt to derive the source code of, or modify any portion of the Digital Platforms, or use the Digital Platforms to develop similar functionality. Additionally, you will not use any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy, or monitor any portion of the Digital Platforms or its content, or in any way reproduce or circumvent the navigational structure or presentation of the Digital Platforms, to obtain or attempt to

obtain any materials, documents or information for any purpose, including the training of artificial intelligence models, through any means not purposely made available through the Digital Platforms. We reserve the right to bar any such activity.

- **No Unauthorized Access.** You will not attempt to gain unauthorized access to any portion or feature of the Digital Platforms, or any other systems or networks connected to the Digital Platforms or to any TD Bank server, by hacking, password "mining," or any other means.
- **No Vulnerability Testing.** You will not probe, scan or test the vulnerability of the Digital Platforms or any network connected to the Digital Platforms, nor breach the security or authentication measures on the Digital Platforms or any network connected to the Digital Platforms.
- **No Visitor Tracking or Access to Others' Information.** You will not reverse lookup, access, trace or seek to trace any information on any other user of or visitor to the Digital Platforms, or any other customer of TD Bank, including any TD Bank account not owned by you, to its source, or exploit the Digital Platforms or any Service made available or offered by or through the Digital Platforms, in any way where the purpose is to reveal or gain access to any information, including but not limited to personal identification or account information, other than your own information, as provided for by the Digital Platforms. You will not connect to a remote access session or allow anyone to use a remote access session to access any portion or feature of the Digital Platforms, including any of your account information or that of another TD Bank customer.
- **No Unreasonable System Load.** You will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Digital Platforms or TD Bank's systems or networks, or any systems or networks connected to the Digital Platforms or to TD Bank.
- **No Interference with Proper Operation.** You will not use any device, software, routine, or other action to interfere or attempt to interfere with the proper working of the Digital Platforms or any transaction being conducted on the Digital Platforms, or with any other person's use of the Digital Platforms.
- **No Disguise or Impersonation of Identity.** You will not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal you send to TD Bank or others on or through the Digital Platforms. You will not pretend that you are, or that you represent, someone else, or impersonate any other individual or entity.
- **No Unlawful or Otherwise Prohibited Use.** You will not use the Digital Platforms for any purpose that is unlawful or prohibited by these Terms, or to solicit the performance of any illegal activity or other activity which infringes the rights of TD Bank or others. You will not use the Digital Platforms in any way that violates any applicable federal, state, local, or international law or regulation.

What Geographic and Other Limitations Apply to the Digital Platforms? Some aspects and functionality of the Digital Platforms may not be available in all geographic areas. Additionally, without limiting any other provisions of these Terms, we reserve the right to deny access to any aspect of the Digital Platforms if: your requested access or action is subject to legal process or other encumbrance restricting the action; you do not give proper, complete or correct instructions for the applicable product or Service, or you do not follow the procedures in this or any other agreement with us for requesting the product or Service; or we have reason to believe that you or someone else is using the Digital Platforms in violation of these Terms.

What May Disrupt the Digital Platforms Availability and Who is Responsible? Access to and use of the Digital Platforms may from time to time be delayed, interrupted, or unavailable due to, among other things:

- Hardware failure, including failures of computers or mobile devices (including your own), servers, networks, telecommunication lines and connections, and other electronic and mechanical equipment;
- Software failure, including bugs, errors, viruses, configuration problems, incompatibility of systems, utilities, versions or applications, the operation of firewalls or screening programs, unreadable codes, or irregularities within particular documents or other content;
- Overload of system capacities;
- Cyber-attack, including the introduction of malicious code by a third-party;
- Severe weather, earthquake, war, insurrection, riot, civil commotion, terrorism, act of God, accident, fire, water damage, explosion, mechanical breakdown, or natural disaster;

- Interruption (whether partial or total) of utility service, including power supplies, internet, mobile phone service, etc;
- Stoppage (whether partial or total) of labor, including strike;
- Legal, regulatory, or governmental restrictions, including exchange rulings, court or tribunal orders, or other human intervention; or
- Any other cause whatsoever beyond the control of TD Bank (whether similar or dissimilar to any of the foregoing).

We shall not be liable for any claim arising from or related to any such delay, interruption or unavailability of the Digital Platforms, for whatever reason. In the event of service disruption, your data may be lost or destroyed. Any Digital Platforms action(s) that you initiated, were in the process of completing, or completed shortly before a system failure or interruption should be verified by you through means other than the Digital Platforms to ensure the accuracy and completeness of such action(s). You assume the risk of loss of your data during any system failure or interruption and the responsibility to verify the accuracy and completeness of any transaction(s) so affected.

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THE DIGITAL PLATFORMS (INCLUDING THIRD PARTY INFORMATION) IS PROVIDED ON AN "AS-IS" "WHERE-IS" AND "WHERE-AVAILABLE" BASIS. ALL INFORMATION PROVIDED ON THE DIGITAL PLATFORMS IS SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE.

TD BANK DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND WITH REGARD TO THE DIGITAL PLATFORMS, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OF PROPRIETARY RIGHTS, OR FREEDOM FROM VIRUSES OR OTHER HARMFUL CODE. BY OFFERING THESE DIGITAL PLATFORMS AND INFORMATION, FUNCTIONALITY, AND SERVICES VIA THE DIGITAL PLATFORMS, NO DISTRIBUTION OR SOLICITATION IS MADE BY TD BANK TO ANY PERSON TO USE THE DIGITAL PLATFORMS OR SUCH INFORMATION, FUNCTIONALITY OR SERVICES IN JURISDICTIONS WHERE THE PROVISION OF THE DIGITAL PLATFORMS AND SUCH INFORMATION, FUNCTIONALITY OR SERVICES IS PROHIBITED BY LAW.

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TD BANK DISCLAIMS ANY AND ALL LIABILITY FOR THE ACTS, OMISSIONS AND CONDUCT OF ANY THIRD PARTIES IN CONNECTION WITH OR RELATED TO YOUR USE OF THE DIGITAL PLATFORMS.

YOU ASSUME TOTAL RESPONSIBILITY YOUR USE OF THE DIGITAL PLATFORMS, SERVICES, AND ANY LINKED DIGITAL PLATFORMS. YOU UNDERSTAND USE IS AT YOUR SOLE RISK.

LEGAL NOTICES MAY NOT BE SUBMITTED THROUGH THE DIGITAL PLATFORMS. TD BANK DISCLAIMS ANY OBLIGATION TO RESPOND TO ANY LEGAL NOTICES SUBMITTED THROUGH THE DIGITAL PLATFORMS, INCLUDING BUT NOT LIMITED TO: (I) BILLING ERROR NOTICES UNDER THE TRUTH-IN-LENDING ACT AND REGULATION Z; (II) ERROR NOTICES UNDER THE ELECTRONIC FUNDS TRANSFER ACT AND REGULATION E; AND (III) QUALIFIED WRITTEN REQUESTS UNDER THE REAL ESTATE SETTLEMENT PROCEDURES ACT AND REGULATION X.

NO LICENSE TO YOU IS IMPLIED IN THESE DISCLAIMERS. NOTHING HEREIN SHALL BE CONSTRUED AS LIMITING OR REDUCING TD BANK, N.A.'S RESPONSIBILITIES AND OBLIGATIONS TO CLIENTS IN ACCORDANCE WITH APPLICABLE LAWS AND REGULATIONS.

TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, WE SHALL NOT BE RESPONSIBLE FOR ANY LOST PROFITS, LOST OPPORTUNITY, ANY DAMAGE OR INJURY, OR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF ANY USE OF OR INABILITY TO USE THE DIGITAL PLATFORMS OR ANY PORTION THEREOF, REGARDLESS OF WHETHER WE HAVE BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, TORT, (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE.

YOU ACKNOWLEDGE AND AGREE THAT YOU ARE PERSONALLY RESPONSIBLE FOR YOUR CONDUCT WHILE USING THE DIGITAL PLATFORMS AND AGREE TO INDEMNIFY AND HOLD US AND OUR OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS HARMLESS FROM AND AGAINST ANY LOSS, DAMAGE, LIABILITY, COST OR EXPENSE OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES) THAT WE MAY INCUR IN CONNECTION WITH A THIRD PARTY CLAIM OR OTHERWISE, IN RELATION TO YOUR USE OF THE DIGITAL PLATFORMS OR YOUR VIOLATION OF THESE TERMS OR THE RIGHTS OF ANY THIRD PARTY (INCLUDING, BUT NOT LIMITED TO, PRIVACY RIGHTS). YOUR OBLIGATIONS UNDER THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THESE TERMS.

Conflicts, Severability, and Waiver. These Terms are subject to any other agreements you have entered into with TD Bank, N.A. If any provision of these Terms is held invalid or unenforceable, the remaining provisions shall be unimpaired and the unenforceable provision will be deemed to be restated to reflect as nearly as possible the original intention underlying the unenforceable provision. We can delay enforcing any of our rights under these Terms or in connection with the Digital Platforms without losing them. We will not be deemed to have waived any of our rights under these Terms unless such waiver is in writing and signed by us. A waiver on any one occasion shall not be construed as a bar or waiver of any rights on future occasions.

Governing Law and Remedies. These Terms and their enforcement shall be governed by the laws of the United States and the laws of the State of Delaware, without regard to its conflicts of law or choice of law provisions. We reserve the right to seek all remedies at law and in equity for violations of these Terms, including the right to block access from a particular IP or email address to the Digital Platforms.

Contact Information: Contact TD Bank N.A. Customer Service at 1-888-751-9000

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