



# TD Auto Finance Online Account Service Agreement

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

## **Definitions.**

**Business Days:** Monday through Saturday, excluding Federal Holidays.

**Automatic Payment:** regularly recurring future dated payments for the monthly installment due on an automatic basis.

**Auto Finance Account:** Your auto finance accounts that you have established with us.

**Electronic Funds Transfer:** 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.

**Online Payments:** One Time, Automatic and Recurring Payments set up through the Online Account Service.

**One Time Payment:** As defined in Section 7(e) below.

**Payment Account:** the account from which the Online Payment will be debited and credited to your Auto Finance Account. Recurring

**Payment:** regularly recurring future dated payments for the set amount designated by you on an automatic monthly or bi-weekly basis.

**Service Provider:** third parties which are or will be engaged by TD Bank or its affiliates that provides a service to, or acts on behalf of, the Bank related to the Online Account Service, including this Service for Online Payments.

"We", "us", "our", "TD Bank", and the "Bank": TD Bank, N.A. and its affiliates.

"You" and "your": a user of any service available through our Online Account Service, including for Online Payment Services.

## **2. General Terms**

You can use your username 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 usernames 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 Account 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 Account Service).

## **3. Access Requirements**

In order to use the Online Account 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 Account 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 Online Account 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.

#### 4. New Accounts

Auto Finance Accounts that you open with the Bank after enrollment in the Online Account Service may be enabled following your enrollment.

#### 5. Online Transactions

(a) The Online Account Service generally allows you to perform the following functions:

- (i) You can view balances and transaction history of Auto Finance Accounts;
- (ii) You can access and view your account statements;
- (iii) Schedule One-Time, Automatic, and Recurring payments;
- (iv) Perform certain other online and electronic services currently offered or to be offered in the future.

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

- (i) **Account Information.** The Auto Finance Account information that you access via the Bank's Online Account Service will generally be current as of the Business Day you obtain the information, unless another time is specified.
- (ii) **Electronic Statements.** Electronic statements for your Auto Finance Account are available through the Online Account Service. 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. New electronic statements may not be available on Auto Finance Accounts that are in bankruptcy.

#### 6. Authorizations

Only owners of an Auto Finance Account are permitted under this Agreement to access such an account through the Online Account Service. Each owner of an Auto Finance Account is authorized to schedule payments, obtain electronic statements or perform any other online or electronic services currently offered or to be offered in the future. We are entitled to act on transaction or any other instructions received under your username, and you agree that any actions taken under your username 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 Account Service if any of the following exceptions exists:

- (a) If, through no fault of ours, you do not have enough money in your Payment Account(s)
- (b) If the Online Account Service or your computer or mobile device is not working properly.
- (c) 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).
- (d) If you do not give proper, complete or correct instructions for the payment, or you do not follow the procedures in this or any other Account Agreement with us for requesting a payment.
- (e) If your username and/or password have been reported lost or stolen, or we have canceled or disabled your username and/or password or the Online Account Service.
- (f) If we have reason to believe that you or someone else is using the Online Account 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. There may be other exceptions stated in our Account Agreement(s) with you.

#### 7. Online Payments

You may use the Online Account Service to make one-time or recurring electronic payments to your Auto Finance Account ("Online Payments"). Online Payments includes One Time Payments, Automatic Payments, and Recurring Payments as defined above. You understand that an Online Payment may be an Electronic Funds Transfer ("EFT"). You agree that you will not use Online Payments for International Automated Clearing House (ACH) transactions, which are prohibited under this Agreement. All of your payments made through Online Payments will appear in your Account Summary. Certain payments available through the Online Account Service may be subject to terms and conditions in agreements separate from this Agreement that apply to such other services. You agree to be bound by and comply with other written requirements that we may furnish to you in connection with your use of Online Payments, including without limitation, notice provided to you at the time of your payment authorization, your Account Agreement(s), any other agreement(s) and other terms and conditions governing your Auto Finance Accounts. We reserve the right to limit eligibility for

Online Payments to certain types of Accounts and to change such eligibility from time to time.

- (a) **Cutoff Times.** Unless otherwise provided to you at the time of your payment authorization, Online Payments will be effective in accordance with the cutoff times and payment instructions specified in your Account Agreement(s) and statements.
- (b) **Your Payment Account.** To use the Online Account Service to make Online Payments, you must designate an account from which you authorize us or our Service Provider to debit funds (the "Payment Account") and to transfer such funds to your Auto Finance Account as a payment. You authorize us to debit or charge your designated Payment Account for all Online Payments that you initiate. You agree to have sufficient funds or available credit in your Payment Account on the payment date for each Online Payment you

schedule. If there are insufficient available funds (or available credit) to cover an Online Payment or our request to debit funds is otherwise rejected by the provider of your Payment Account for any reason, we may at our discretion, but are not obligated, to attempt to process the Online Payment again within 30 days. If we process an Online Payment in accordance with your instructions and this Online Payment Agreement and it overdraws your Payment Account, we are not responsible for any fee or charge you incur from any third party. We are not responsible for any Online Payment request if there is not enough money in the designated Payment Account or you provide us with incorrect information regarding your Payment Account. You may also be subject to an insufficient funds fee or other charge in accordance with your Account Agreement.

- (c) **Payment Instructions.** We will process Online Payments in accordance with this Agreement and the instructions you provide to us through the Online Account Service. We may specify reasonable requirements for such instructions. If we do not complete an Online Payment you authorize on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages only to the extent required by federal law.

However, we or our Service Provider will not be liable to you in the following circumstances: (a) if, through no fault of ours, you do not have enough money in your Payment Account to make the transfer;

(b) if the system was not working properly and you knew about the breakdown when you started the transfer; or (c) if circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken. There also may be other exceptions stated in our agreements with you or provided by applicable law.

**(d) REQUIREMENT TO HAVE MEANS TO PRINT OR SAVE.** IF YOU DO NOT HAVE A MEANS TO PRINT OR SAVE A COPY OF YOUR PAYMENT AUTHORIZATION MADE THROUGH THE SERVICE, YOU AGREE TO NOT AUTHORIZE ANY PAYMENT UNTIL YOU HAVE MEANS OF PRINTING OR SAVING A COPY OF YOUR AUTHORIZATION FOR YOUR RECORDS.

- (e) **One Time Payments.** You may use Online Payments to authorize a single electronic payment to be made on the same day (or the next business day if authorized after applicable cutoff times) or up to thirty-one (31) days in advance. (a "One Time Payment").
- (f) **Future-Dated Payments.** You may authorize an Online Payment to be made on a future date on a one-time or recurring basis (a "Future- Dated Payment"). If the scheduled future date falls on a weekend or Federal holiday, the effective date of the Online Payment will be the date of the scheduled payment, but you understand and agree that the Online Payment may be executed on the next Business Day.
- (g) **Automatic Payments and Recurring Payments.** You may authorize Online Payments to be made on regularly recurring future dates on an automatic basis, which includes Automatic Payments and Recurring Payments, as defined above. We may impose restrictions on Automatic Payments and Recurring Payments, including but not limited to:
- Auto Finance Accounts not current and in good standing;
  - Available payment dates (for example, we may only allow such payments to be set up for the Auto Finance Account payment due date);
  - Amount of payment (for example, we require such payments always be at least equal to the amount of the minimum payment due), or;
  - Other restrictions we provide to you.

If you choose to set up Automatic and/or Recurring Payments, you will be required to review and accept the Automatic and/or Recurring Payments Agreement in addition to this Online Payment Agreement.

- (h) **Timing of Debits from Payment Account.** Funds may be withdrawn from your Payment Account as soon as the scheduled payment date(s) specified in your Online Payment instructions. For same-day One Time Payments, that is the date submitted. For Future-Dated Payments, that is the date specified in your payment authorization. Your Payment Account may not be debited for up to five (5) Business Days after the scheduled payment date(s) depending on your Payment Account provider's processing times.

**(i) Canceling One Time, Automatic Payments and Recurring Payments.** One Time and Future-Dated Payment instructions remain in effect unless you cancel the authorization. If you wish to cancel a One Time Payment, you may cancel it up until 3:00 pm Eastern Time on the day on which it is scheduled for payment by accessing the Online Payments Service or calling 18005568172. If you wish to cancel an Automatic Payment, you can cancel your transaction by notifying us at least 3 business days before the scheduled date of the payment. If you wish to cancel a Recurring Payment, you must notify us no later than the day the payment is scheduled to be processed. You may notify the Bank by timely cancelling the payment through the Online Payments Service, by calling 1800-556-8172, or by writing to TD Auto Finance, ATTN: Customer Resolution Department, P.O. Box 9223,

Farmington Hills, MI 483339223. If you call, the Bank may also require you to present your request in writing within fourteen (14) days after you call.

#### **8. Our Liability If We Fail To Make Certain Transfers**

The following applies to EFTs only. If one of the exceptions stated under Section (6) above does not exist and we fail to complete an EFT to your Auto Finance Account on time or in the correct amount, we will be liable only for your actual losses.

#### **9. E-mail**

Because normal Internet e-mail transmissions may not be secure, you agree to log into the Online Account Service and contact us electronically only through Online Account Service'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; unauthorized use of your username and password; unauthorized transaction; or to report suspected errors. For these types of communications, you should follow the instructions contained in Section 14 (Unauthorized Transfers), or in Section 15 (Error Resolution - Unauthorized Transfers and Advisability of Prompt Reporting). We will not take action based upon your email requests until we actually receive your message and have a reasonable opportunity to act.

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

We agree to make reasonable efforts to ensure the full performance of the Bank's Online Account Service (subject to reasonable down times and service upgrades, as well as our right to not offer the Online Account 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 Account Service (including 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 Account Service. WE MAKE NO EXPRESS OR IMPLIED WARRANTIES CONCERNING THE BANK'S ONLINE ACCOUNT 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 Account 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 Account Service.

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

Your Auto Finance Account statement will reflect your monthly activity, including any payments. Your statement will include important information regarding your Auto Finance Account, such as your payment amount due, any fees due, and your due date. You agree to review your monthly Auto Finance Account 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 communications to your correct address, or any change in your email address if you receive have elected to receive communications electronically.

#### **12. 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 Auto Finance 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.

### **13. Fees**

You will not be charged for use of the Bank's Online Account Service. 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) for a listing of these fees. There may be third party fees related to services available on the Online Account Service.

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.

### **14. Unauthorized Transfers**

Notify us AT ONCE if you believe your mobile device or your username, 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. 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, username and/or password or any unauthorized electronic fund transfer from your Payment Account, you can lose no more than \$50 if someone uses your mobile device, username and/or password or withdraws funds from your Payment 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, username and/or password or any unauthorized electronic fund transfer from your Payment Account, and we can prove we could have prevented someone from using your user name and/or password withdrawing or transferring funds from your Payment 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, username and/or password or any unauthorized electronic fund transfer from your Payment Account. If you believe someone has accessed your Auto Finance Account without your permission, that someone has transferred or may transfer money from your Payment Account to your Auto Finance 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 Auto Finance

ATTN: Customer Resolution Department

P.O. Box 9223

Farmington Hills, MI 48333-9223

Business Days: Monday through Friday, excluding Federal holidays

You agree not to contact us via email if you believe your mobile device or username, password, or both have been stolen or used without your permission or to report unauthorized transfers.

### **15. 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 TD Bank immediately at 1-800-493-7562 or write to:

TD Auto Finance

ATTN: Customer Resolution Department

P.O. Box 9223

Farmington Hills, MI 48333-9223

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 username.
- 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. 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. If we decide to do this, we will credit your account for the amount you think is in error within ten (10) Business Days, 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.

#### **16. Ending the Bank's Online Account Service Agreement**

You may end your rights to use the Bank's Online Account Service by calling us at our Call Center at 1-800-556-8172 or by writing to:

TD Auto Finance

ATTN: Customer Resolution Department

P.O. Box 9223

Farmington Hills, MI 48333-9223

We may end your rights to use the Bank's Online Account Service for any reason and at any time without notifying you. We will terminate your access to the Bank's Online Account Service 60 days after your account is paid in full.

If more than one person is authorized to electronically access your Auto Finance Account, we cannot stop that person from using the Bank's Online Account Service.

If you end the Bank's Online Account Service, you authorize us to continue making transfers, 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 on your Auto Finance Account, including transfers, payments or transactions you have previously authorized. However, you must cancel any Automatic and/or Recurring Payments requested using the Bank's Online Account Service prior to terminating the Bank's Online Account Service. If we end the Bank's Online Account Service, we reserve the right to make no further transfers, payments or transactions to your Auto Finance Account, including any transfers and transactions you have previously authorized.

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

#### **17. 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 Account 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 Account Service.

#### **18. Hyperlinks**

The Bank may elect to display one or more hyperlinks on its Online Account 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.

#### **19. 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.

## **20. 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.

## **21. 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 Online Account Service 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 Auto Finance

ATTN: Customer Resolution Department

P.O. Box 9223

Farmington Hills, MI 48333-9223

Phone: 1-800-556-8172

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

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