



In this Online and Mobile Electronic Disclosure and Consent Agreement ("E-Sign Consent"):

"Account" or "Accounts" is each account, now or in the future, that you hold with us, are authorized to administer or for which you are designated as an authorized signer, or a trust or other fiduciary account in which you have an interest that gives you legal authority to receive information or which is subject to the provision of a Service by us.

"Communications" is defined in Section 1 below.

"Electronic Delivery" is the act of delivering Communications using electrical, digital, magnetic, wireless, optical, electromagnetic, or similar electronic means as set forth in Section 3 below, including through our websites or mobile applications.

"Service" is any product or service that we offer for which Communications are required or permitted to be delivered

"We," "us," "our," "TD Bank, N.A.'s" refer to the entity that provides you one or more Accounts or Services and such entity's affiliates and subsidiaries or our agents, assignees or service providers.

### **1. Consent and Scope of Communications to be Provided Electronically.**

We are required by law, regulation and/or agreement to give you certain information "in writing." With your consent, we can provide this information to you by Electronic Delivery. We also need your general consent to use electronic records and signatures in our relationship with you.

You agree that for all Communications for all Accounts and Services we may (i) use Electronic Delivery and, at our discretion, terminate paper delivery of Communications to you and (ii) use and obtain electronic signatures from you in each case unless and until you withdraw your consent to this E-Sign Consent as described in Section 5 below. This E-Sign Consent applies to all Communications for all Accounts and Services, except to the extent it conflicts with the terms and conditions of a separate electronic disclosure and consent with respect to such Accounts and Services. Whether you are already enrolled or are a new user, if you elect or have elected Electronic Delivery for any category of Communications, we may automatically send any Communications by Electronic Delivery for any **future Accounts and Services**.

"Communications" include, but are not limited to, the following:

- All legal, regulatory or other disclosures associated with an Account or Service;
- All periodic statements for an Account or Service, along with any notices related to such statements that we are required or permitted to include with paper statements;
- All other documentation relevant to an Account or Service, including agreements, amendments, account opening documentation, billing statements, policies and procedures (including but not limited to our privacy policy), terms and conditions, authorizations, updates, notices, responses to claims, transaction history;
- Documents evidencing, governing or related to credit facilities, including, without limitation, secured and unsecured extensions of credit, mortgage loans and home equity lines of credit, letters of credit, derivatives and other swap transactions, requested by you as well as notices, confirmations, authorizations, or other information which we are required or otherwise choose to send in relation to such credit facilities;
- Tax forms and reports ("Tax Documents") relevant to an Account or Service, including tax forms which we are required or permitted to deliver via Electronic Delivery; and
- Any other document or other information required to be provided to you "in writing" or that we otherwise provide to you, or that you sign or submit or agree to at our request, in connection with your relationship with us.

## **2. Delivery Preferences.**

You may select or modify your delivery preference for certain categories of Communications that we may, in our discretion, make available for any of your Accounts or Services except for Accounts or Services offered only via online or mobile platforms ("Digital Only Accounts and Services"). Digital Only and Account Services will be provided electronic delivery only.

Even if you select paper delivery for a category of Communications in your delivery preferences, we may, at our discretion, also send Communications to you through Electronic Delivery in certain circumstances, including during emergencies, time-sensitive situations, process disruptions, or other similar events. In such case, your consent to Electronic Delivery will apply. Additionally, we reserve the right, but assume no obligation, to provide paper copies of any Communication that you have authorized us to provide via Electronic Delivery, even if you set your preferences to Electronic Delivery for those Communications.

Applicable paper statement and other paper based delivery fee(s) may be charged to your account when withdrawing consent to receive communications in electronic form. Please see the [Personal Fee Schedule](#) for more information on the paper statement fee.

Modifying your delivery preferences does not constitute a withdrawal or modification of your consent to Electronic Delivery. To withdraw your consent to receive Communications by Electronic Delivery, you must follow the instructions set forth in the section titled "How to Withdraw Consent" in Section 5 below.

Sometimes you are required to provide us with a written notice by law or under our agreement with you. Those notices must be provided to us on paper unless we tell you how to deliver the notice to us electronically.

## **3. Method of Electronic Delivery.**

All Communications (including alerts that Communications have been provided or posted) that we provide to you electronically will be provided by one or more of the following methods:

- electronic messaging (such as e-mail, or SMS text or push notification to your mobile device);
- by access to a web site, our mobile applications, including our mobile websites or websites of third party service providers who we engage to deliver Communications through Electronic Delivery, that we will designate in a notice we send to you via electronic messaging at the time the information is available or that we will generally designate in advance for such purpose by requesting you download a Hyper Text Markup Language ("HTML") file or Portable Document Format ("PDF") or other specified electronic file containing the Communication.

You represent that any e-mail address you provide to us for Electronic Delivery purposes belongs to you or to a person who has authority to act for the Account or Service or, where relevant, to make transactions the Account.

## **4. Hardware and Software Requirements.**

In order to access, view, and retain electronic Communications, you must have:

- Access to a device (e.g., computer, smartphone, mobile device, tablet, etc.) suitable for connecting to the Internet, or downloading our mobile apps with the Current Version (as defined below) of (i) an operating system, such as Windows, Mac OS, iOS or Android, and (ii) a web browser, such as Internet Explorer, Chrome, Safari or Firefox, that we support.
- A connection to the Internet;
- Local electronic storage capacity to retain Communications and/or a printer to print them;
- A valid e-mail account and software to access it; and
- Software that enables you to view and display files in HTML and PDF format.

By "Current Version," we mean a version of the software that is currently being supported by its publisher. From time to time, we may offer services or features that require that your Internet browser be configured in a particular way, such as permitting the use of JavaScript or cookies. If we detect that your Internet browser is not properly configured, we may provide you with a notice and advice on how to update your configuration. We reserve the right to discontinue support of a Current Version of software or an operating system if, in our sole opinion, it suffers from a security flaw or other flaw that makes it unsuitable for use.

If our hardware or software requirements change, and that change would create a material risk that you would not be able to access or retain electronic Communications, we will give you notice of the revised hardware or software requirements. Continuing to use this service after receiving notice of the change is reaffirmation of your consent

#### **5. How to Withdraw Consent.**

If you consent to electronic delivery of Communications from us, you may withdraw that consent at any time. Withdrawing your consent for Digital Only Accounts and Services will result in the termination of those services. If you wish to withdraw your consent to receive electronic communications you may terminate your access via the Bank's Online Banking Service or by calling us at (888) 751-9000.

You may withdrawal your consent to receive electronic statements by updating your preferences through online banking, this can be done by clicking on the Paper Statements option for any account that you elect. If you withdrawal your consent, you will begin to receive paper statements with your next statement cycle and any applicable paper statement fees will be charged to your account. Please see the [Personal Fee Schedule](#) for details on any applicable Paper Statement Fee(s).

#### **6. How to Update Your Records.**

It is your responsibility to provide us with true, accurate and complete e-mail addresses, mobile telephone numbers (if provided), and other information related to this E-Sign Consent and your Accounts, and to maintain and promptly update any changes to this information by visiting [tdbank.com](http://tdbank.com), through the TD Bank mobile application or by calling us at (888) 751-9000.

#### **7. Requesting Paper Copies.**

You should not expect to receive a paper copy of any Communications unless you request it. You can obtain a paper copy of an electronic Communication by printing it yourself or by requesting that we mail you a paper copy, provided that such request is made within a reasonable time after we first provided the Communication to you by Electronic Delivery. We may charge you a reasonable service charge, with prior notice of any such charge, for the delivery of paper copies of any Communication provided to you electronically pursuant to this E-Sign Consent.

To request paper copies or Electronic Communications, you may contact us by calling is at 888-751-9000

#### **8. Federal Law.**

You acknowledge and agree that your consent to this E-Sign Consent is provided in connection with a transaction affecting interstate commerce, that it is subject to the federal Electronic Signatures in Global and National Commerce Act (the "E-SIGN Act"), and that you and we both intend that the E-SIGN Act apply to the fullest extent permitted by law.

#### **9. Termination/Changes.**

We reserve the right, in our sole discretion, to discontinue providing you with electronic Communications, or to terminate or change the terms and conditions on which we provide electronic Communications. We will provide you with notice of any such termination or change as required by law.