

TD Bank Alerts Mobile App Terms and Conditions

Part I: TERMS AND CONDITIONS

- 1.1 These Terms and Conditions are a contract between you and TD Bank, N.A. in connection with your use of the TD Bank Alerts Mobile App Services. Together with our Privacy Policy (a copy of which is available from our website at <https://www.tdbank.com/bank/privacy.html>) they govern our relationship with you in relation to your use of the TD Bank Alerts Mobile App Service. If you have any questions about the contents of the documents, please contact us at 1-855-459-6572 before continuing. Please read this agreement carefully. In addition, the deposit account agreement (for deposit accounts), the cardholder agreement (for credit cards) and the Terms and Conditions (for prepaid cards) still govern your accounts with Us. If you do not agree with these Terms and Conditions, do not register for the TD Bank Alerts Mobile App. By registering or using the TD Bank Alerts Mobile App, you agree to be bound by these Terms and Conditions.
- 1.2 You may have other rights granted by law, and these Terms and Conditions do not affect such rights.

Part II: OUR DETAILS

- 2.1 We are TD Bank, N.A. "We", "Us", "Our", and "TD Bank" means TD Bank, N.A. and Our successors.
- 2.2 You can contact us by email at <https://www.tdbank.com/personal/tdalerts/contactus.html> or by telephone at 1-855-459-6572.

PART III: THE TD BANK ALERTS MOBILE APP SERVICE

- 3.1 The TD Bank Alerts Mobile App Service provided by TD Bank is a service that gives you access to account information on your mobile device through the use of a mobile software application ("app") or SMS (text) or email alerts. Please note that we may add new services from time to time.
- 3.2 In order for the TD Bank Alerts Mobile App to function, you must sign up for SMS (text) or email alerts, or download the app.
- 3.3 The complete range of services offered as part of our TD Bank Alerts Mobile App Service may include:
 - 3.3.1 Balance inquiries;
 - 3.3.2 Mini statements (transaction history);
 - 3.3.3 Transfers between accounts associated with your registered card (e.g. Checking and Savings)
- 3.4 You acknowledge that we may withdraw all or part of the TD Bank Alerts Mobile App Service without notice.

PART IV: WHO CAN USE THE TD BANK ALERTS MOBILE APP SERVICE

- 4.1 To be eligible to register for the TD Bank Alerts Mobile App Service you must be over 18 years old and a resident in the United States. In addition, you must have the following:
 - 4.1.1 A Visa debit/ATM, prepaid, or credit card with us;
 - 4.1.2 A U.S. mobile telephone account (prepay or monthly contract) with a participating operator
 - 4.1.3 A compatible mobile phone or browser.
 - 4.1.3.1 The following minimum requirements must be met by your device in order to use the app: A smart phone with the ability to support a downloadable application (e.g. iPhone and Android); A mobile device with internet browsing (mobile web) capability; At least 64Kb of free memory; Standard internet data connectivity settings for the relevant network operator (GPRS, EDGE, or EV-DO), in addition to your normal voice plan, which enables services such as internet browsing and email receipt and delivery from your mobile phone; Free space available in your mobile phone, e-mail, or service inbox to receive SMS (Text) and e-mail messages;. Additionally, iPhone handsets requires iOS7 or later and Android requires 4.1 operating system or later.
 - 4.1.3.2 The following minimum requirements must be met by your device in order to receive SMS (text) alerts from the TD Bank Alerts Mobile App Service: Free space in your mobile phone, e-mail, or service inbox to receive SMS (text) alerts
 - 4.1.4 A postal address within the U.S.
- 4.2 By registering a participating Visa debit/ATM, prepaid, or credit card, you warrant that you are legally permitted to use that card.
- 4.3 The TD Bank Alerts Mobile App Service can be used abroad in countries with compatible mobile networks, though charges may be higher. Fees associated with the transaction are the responsibility of the consumer. Please refer to the Account agreement and terms and conditions, as applicable to the debit/ATM, prepaid, or credit card registered, provided to you with regards to fees.
- 4.4 You are responsible for ensuring that your use of the app does not cause you to breach any other agreement to which you are a party (e.g. with your mobile network operator).

Part V: REGISTRATION

- 5.1 It is your responsibility to ensure that your registration information is correct. Once you have entered your registration details, you will be asked to confirm that the information is correct. If the information is not correct, you can revisit your registration and correct any mistakes before confirming and submitting your registration to us. If you have any problems with your registration, please contact our support line at 1-855-459-6572.

- 5.2 When you submit your registration, you are requesting to subscribe to the TD Bank Alerts Mobile App Service. We may reject your registration if you are not one of our customers or otherwise fail to satisfy any of the criteria listed above. If we accept your registration, we will then send you a text message, which will allow you to download the app to your mobile phone. You are not required to download the app in order to use the TD Bank Alerts Mobile App. Use of the app is subject to the terms and conditions of the software license. By downloading the app, you accept the terms of the software license. You agree that you have reviewed the software license prior to accepting the terms and downloading the app.
- 5.3 When we receive your Visa debit/ATM, prepaid, or credit card account information, we will automatically verify that the information entered is correct, and that the card account belongs to you. Once these details are verified, your card will be activated for the TD Bank Alerts Mobile App Service.
- 5.4 When you first use the service on your mobile phone, you will also be asked to choose a security passcode that you will need to enter each time you wish to use the TD Bank Alerts Mobile App Service. It is your responsibility to keep this passcode safe and not write it down or disclose it to anyone.
- 5.5 If you sign up to receive SMS (text) alerts, you consent to the receipt of automated SMS (text) alerts to the mobile telephone number that you provide during registration. By signing up, you understand and agree that those text alerts or other messages could be sent using an automated telephone dialing system or an artificial or prerecorded voice.
- 5.6 You agree that you are the subscriber or customary user of the mobile telephone number or numbers that you provide to us.
- 5.7 You are responsible for maintaining up-to-date registration information, including but not limited to, providing any new mobile telephone number or numbers to us.
- 5.8 Please refer to your account agreement, terms and conditions, and disclosures previously provided for your debit/ATM, prepaid card or credit card, as applicable, registered for this service for information on your liability for unauthorized activity to your account.

Part VI: AUTHORITY

- 6.1 You authorize TD Bank and anyone acting on our behalf to accept and act on your instructions and (where relevant) to pay into and from your account(s) the amounts involved when a transaction has been authenticated by the use of the security procedure which is set out below. You acknowledge and agree that your authority may be on an account that could otherwise only be operated by two or more persons.
- 6.2 You agree that if you have a joint account we will act on the instructions of either you or the other account holder(s), but you are each responsible for all transactions carried out and for the repayment of any resultant borrowing which arises on your account.

Part VII: SECURITY PROCEDURE

- 7.1 You must keep your security details secret and take all reasonable precautions to prevent unauthorized or fraudulent use of them.
- 7.2 You must not disclose your security details to any other person or record your security details in any way that may result in them becoming known to another person.
- 7.3 Please note that after initial registration we will never contact you (or ask anyone to do so on our behalf) with a request to disclose your security details in full. If you receive any such request from anyone (even if they are using our name and logo and appear to be genuine), then it is likely to be fraudulent and you must not supply your security details to them under any circumstances. Additionally, you should report any such requests to us immediately.
- 7.4 If you suspect that anyone knows your security details, you must contact us immediately. If you fail to do so, you will be liable for any unauthorized transactions on your account confirmed by use of your security details.
- 7.5 You will be responsible for all instructions received from us between the time you pass the security procedure until the time you exit from the TD Bank Alerts Mobile App Service. Please note that this includes any input errors or instructions sent by someone other than yourself, so please do not leave your mobile phone unattended while you are still logged onto the TD Bank Alerts Mobile App Service.
- 7.6 You acknowledge that you are responsible for all transactions carried out using the TD Bank Alerts Mobile App Service on your mobile phone, which may include but not be limited to the payment of fees or other charges.

Part VIII: CHARGES

- 8.1 We may charge you for the TD Bank Alerts Mobile App Service and you should refer to the cardholder regulations for details. There may be other taxes and fees related to the TD Bank Alerts Mobile App Service that are charged by your mobile phone operator and you should contact your mobile operator for details of their charges (if any) for the TD Bank Alerts Mobile App Service. All charges include any applicable sales taxes.
- 8.2 You agree to pay for the TD Bank Alerts Mobile App Service in accordance with the charges outlined in the cardholder regulations and agree that current charges may be amended from time to time. You authorize us to debit automatically the card account you have selected for use with the Alerts Mobile App service for all charges in connection with your use of the TD Bank Alerts Mobile App Service. In the future, we may add to or enhance the features of the TD Bank Alerts Mobile App Service. By using such added features or enhancements, you agree to pay for them in accordance with the charges outlined in the cardholder regulations.

Part IX: ADDING EXTRA CARDS

- 9.1 You may add another card and additional features to the service from within the software application at any time by following the simple steps in the application software. We will automatically verify each new card request before activating the card for the TD Bank Alerts Mobile App Service.

Part X: LIABILITY

- 10.1 We are not liable for any losses you suffer arising from fraudulent use of your card that is the result of your breach of any of your obligations as outlined in these Terms and Conditions.
- 10.2 If your mobile phone is lost or stolen, you must tell us (by contacting TD Bank at 1-855-459-6572) as soon as is reasonably practicable, and in any case within 24 hours of the loss or theft. In addition, it is your responsibility to advise your mobile phone provider of the loss or theft of your mobile phone. Until you tell us that any of these things have happened we will continue to provide the TD Bank Alerts Mobile App Service to your mobile phone and we will not be liable if your account information becomes known to someone else as a result.

- 10.3 We are not liable for any error by you in entering any details when you use the TD Bank Alerts Mobile App Service (e.g. if you key in the wrong mobile number).
- 10.4 If we believe that you or someone else is using or has obtained, or may use or obtain the TD Bank Alerts Mobile App Service illegally, fraudulently or improperly, then we may cancel or suspend your use of the TD Bank Alerts Mobile App Service without notice.
- 10.5 The TD Bank Alerts Mobile App application is provided "as is" with no representation, guarantee or warranty of any kind as to its functionality. We cannot guarantee that the application will be compatible with every type of mobile phone.
- 10.6 We will not be liable to you if the TD Bank Alerts Mobile App service is not available to you due to any planned downtime, circumstances beyond our reasonable control, outages on any mobile phone network or where you are not in an area of mobile coverage.
- 10.7 TD Bank, VISA INC. AND THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, DIRECTORS AND THE MANUFACTURER OF YOUR MOBILE PHONE WILL NOT BE LIABLE FOR ANY INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR OTHER DAMAGES, INCLUDING LOSS OF REVENUE OR INCOME, PAIN AND SUFFERING, EMOTIONAL DISTRESS, OR SIMILAR DAMAGES, EVEN IF TD BANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE COLLECTIVE LIABILITY OF TD Bank, VISA AND THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, DIRECTORS AND THE MANUFACTURER OF YOUR MOBILE PHONE TO ANY PARTY (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED \$100.
- 10.8 IN NO EVENT WILL TD Bank BE LIABLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES ARISING FROM THE TD BANK ALERTS MOBILE APP SERVICE OR USE THEREOF OR INABILITY TO USE BY ANY PARTY, OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR LINE OR SYSTEM FAILURE, EVEN IF WE, OR OUR REPRESENTATIVES, ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR EXPENSES.

Part XI: YOUR RIGHT TO CANCEL

- 11.1 If you wish to deactivate your account, simply select the "Cancel Service" or "Cancel Account" option, follow the instructions and then delete the software application from your mobile phone.
- 11.2 It is your responsibility to delete the app from your mobile phone if you change your mobile phone or dispose of it.
- 11.3 You agree that we will not be liable to you or any third party for any modification or discontinuance of the TD Bank Alerts Mobile App Service.

Part XII: OTHER IMPORTANT INFORMATION

- 12.1 We have the right to change these Terms and Conditions at any time. Such changes will be posted to the Service.
- 12.2 If we believe that any price increase or change to the Terms and Conditions is likely to cause you material disadvantage we will let you know as soon as possible prior to any change.
- 12.3 If you do not agree with any change to the Terms and Conditions, your sole remedy is to stop using the TD Bank Alerts Mobile App Service immediately. Continued use of the TD Bank Alerts Mobile App after the effective date of such changes to the Terms and Conditions signifies your acceptance of and agreement with those changes. If you wish us to deactivate your account, simply select the "Cancel Service" or "Cancel Account" option, follow the instructions, and then delete the software application from your mobile phone.
- 12.4 We may not necessarily keep a copy of your order and these Terms and Conditions. Accordingly, we advise you to keep a record of your order and a copy of these Terms and Conditions for your information and reference.
- 12.5 The contract and all communications between us will be conducted in the English language.
- 12.6 Governing Law and Venue. This Agreement and its performance shall be governed by the laws and regulations of the United States and, to the extent not governed by federal laws and regulations, by the laws and regulations of the State of Delaware, notwithstanding any choice of law principles. You and TD Bank each hereby irrevocably consent and submit to the exclusive jurisdiction of the Courts of the State of Delaware, sitting in the County of New Castle, or the United States District Court for the District of Delaware in any and all action and proceedings, questions or controversies arising under or related to this Agreement or the TD Bank Alerts Mobile App Service.
- 12.7 If you have any complaints about the Alerts Mobile App service please call us at 1-855-459-6572.
- 12.8 You acknowledge that there may be third parties who have rights under these Terms and Conditions (including, without limitation, our suppliers, the software application developer and the manufacturer of your mobile phone) and you acknowledge that, to the extent permitted by law, those third parties may exercise their rights under these Terms and Conditions even though they are not a party to them.



America's Most Convenient Bank®