



America's Most Convenient Bank®

## **TD Bank Mobile Deposit Addendum to the Online Banking Service Agreement**

**Please carefully review these terms and conditions before proceeding:**

As a subscriber to the TD Bank Mobile Deposit Service (the "Service") this Addendum ("Addendum") amends and becomes a part of the TD Bank Online Banking Service Agreement for Personal Accounts, TD Bank Online Banking Service Agreement for Business Accounts, and the applicable TD Bank Personal Deposit Account Agreement and/or the TD Bank Business Deposit Account Agreement (collectively, the "Account Documentation") between TD Bank and you. The terms of those agreements are hereby ratified, affirmed and incorporated herein and shall continue to apply in all respects, as amended hereby. By accepting this Addendum, you agree to this Addendum. In the event of a conflict between this Addendum and the Account Documentation, this Addendum will govern.

### **1. General**

This Addendum ("Addendum") to the TD Bank Online Banking Agreement between you and TD Bank sets forth the terms and conditions of the Service, which allows you to make single item deposits to an eligible account electronically by using a supported mobile device with a camera to create an image of a paper check and transmitting it and the related deposit data to us using the TD Mobile Banking app (a "Mobile Deposit").

Except as expressly provided in this Addendum, deposits made through the Service are subject to all limitations and terms set forth in the relevant Account Documentation governing your deposit account as it may be modified from time to time, including, but not limited to, those related to deposit acceptance, crediting, collection, endorsement, processing order and errors.

### **2. Service Requirements**

Use of our Service requires that you have an internet enabled iOS or Android device with a camera, be enrolled in our Online Banking Service and have downloaded our latest version of Mobile Banking app. In order to enroll in the Service, you must meet the eligibility criteria for the Service as determined by TD Bank and have at least one deposit account. Eligibility includes, but not limited to, being an existing customer of TD Bank with an active checking, savings, or money market account. A minimum length of such an existing customer relationship with TD Bank may also apply.

### **3. Limitations of Service**

When using the Service, you may experience technical or other difficulties. TD Bank cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. TD Bank reserves the right to change the qualifications of the Service at any time without prior notice. TD Bank has the right to reject any check or item transmitted for using the Service without any liability to you. TD Bank is not liable for any checks or items it does not receive or for any images that are not readable. TD Bank shall have no liability for any alterations to the check or item after they have been transmitted to it by you. TD Bank reserves the right to change, suspend or discontinue the Service, in whole or in part, or your use of the Service, in whole or in part, immediately and at any time without prior notice to you.

#### **4. Eligible Checks**

You agree to scan and transmit only "checks" as that term is defined in Federal Reserve Regulation CC ("Reg CC"), with the exception of United States Postal Service money orders; and only those checks that are permissible under this Addendum or such other items as we, in our sole discretion, elect to include under the Service ("Eligible Checks"). You agree that the image of the check transmitted to us shall be deemed an "item" within the meaning of Article 4 of the applicable Uniform Commercial Code. If a check or item is dishonored, you will receive an image of the original check or a substitute check as the charged back item.

#### **5. Image Quality**

The image of a check or item transmitted to TD Bank using the Service must be legible. The image quality of the checks and items must comply with the standards established from time to time by the American National Standards Institute, or any higher standard set by us, and with any requirements set by the Federal Reserve Board, any regulatory agency with jurisdiction over us, or any clearing house TD Bank uses or agreement TD Bank has with respect to processing Checks. You agree that TD Bank shall not be liable for any damages resulting from a check or item's poor image quality, including those related to rejection of or the delayed or improper crediting of such a check or item, or from any inaccurate information you supply regarding the check or item.

#### **6. Deposit Cut off Times**

You may access the service anytime 7 days a week. If TD Bank receives a mobile deposit on or before 8:00 p.m. Eastern Standard Time on a Business Day<sup>1</sup>, TD Bank will consider that day to be the "Deposit Date". If TD Bank receives a scanned Item after 8:00 p.m. Eastern Standard Time or on a weekend or a state or federal holiday, the next Business Day will be the Deposit Date.

#### **7. Funds Availability**

In accordance with TD Bank's Funds Availability Policy, Mobile Deposit funds will generally be available on the first Business Day after the Deposit Date. Longer delays may apply, as specified in the TD Personal Deposit Account Agreement of TD Business Deposit Account Agreement. Mobile Deposit funds may be subject to an uncollected funds hold. If a hold is placed on a Mobile Deposit, you will be notified in accordance with the TD Personal Deposit Account Agreement of TD Business Deposit Account Agreement.

#### **8. Your Responsibilities, Promises and Warranties to Us**

- You will only deposit Eligible Checks through the Service.
- You will submit check images that meet TD Bank's image quality standards.
- You will not transmit an image or images of the same check to us more than once and will not deposit or negotiate, or seek to deposit or negotiate, such check or item with us or any other party.
- You agree that you will not use the Service to deposit any checks as set forth below:
  - Checks payable to any person or entity other than you, or to you and another party
  - Checks containing an alteration to any of the fields on the front of the check or item (including the MICR line), or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn
  - Checks previously converted to a substitute check, as defined in Regulation CC as a paper reproduction of an original check that -

1. Contains an image of the front and back of the original check;
  2. Bears a MICR line that, except as provided under ANS X9.100-140 (unless the Board by rule or order determines that a different standard applies), contains all the information appearing on the MICR line of the original check at the time that the original check was issued and any additional information that was encoded on the original check's MICR line before an image of the original check was captured;
  3. Conforms in paper stock, dimension, and otherwise with ANS X9.100-140 (unless the Board by rule or order determines that a different standard applies); and
  4. Is suitable for automated processing in the same manner as the original check
    - Checks drawn on a financial institution located outside the United States
    - Checks not payable in United States currency
    - Checks that are remotely created checks, as defined in Regulation CC as a check that is not created by the paying bank and that does not bear a signature applied, or purported to be applied, by the person on whose account the check is drawn
    - Checks dated more than 6 months prior to the date of deposit
    - Checks on which a stop payment order has been issued or for which there are insufficient funds
    - Checks or items drawn or otherwise issued by you or any other person on any of your accounts or any account on which you are an authorized signer or joint account holder
    - Checks by the Postal Office otherwise known as a Postal money order
- All information you provide to TD Bank is accurate and true, including that all images transmitted to TD Bank accurately reflect the front and back of the check or item at the time it was photographed.
  - You will comply with this Addendum and all applicable rules, laws and regulations.
  - You agree to indemnify and hold harmless TD Bank from any loss for breach of the provisions set forth in this Section 8 or the terms of this Addendum or the Account Documentation.
  - In addition, you agree that if we suffer a loss or expense or otherwise pay out any funds as a result of your breach of any provisions of this Addendum or the Account Documentation, we may debit any account(s) you maintain with us for the amount of such loss or expense or other pay out of funds.

### **9. Check Handling Procedures**

You agree to follow any and all other procedures and instructions for use of the Service as TD Bank may establish from time to time:

- Before transmission, you agree to restrictively endorse any check or item transmitted through the Service as "For mobile deposit only, TD BANK account # \_\_\_\_\_" or as otherwise instructed by TD Bank. After the Item has been scanned and submitted for deposit, you shall not otherwise transfer or negotiate the original Item, substitute check or any other image thereof.
- TD Bank will acknowledge that it has received an item or check but such acknowledgement does not mean that the check or item contains no errors or has been accepted and that any such check or item will only receive provisional credit.

- After a check or item has posted to your account, you agree to prominently mark the original check or item as "Deposited" and state the date.
- You agree to destroy or otherwise properly dispose of checks and items that have been accepted for deposit through the Service after 14 days to ensure that such checks and items are not represented for payment and, prior to disposal or destruction, to safeguard such checks and items.
- You agree to promptly supply any information in your possession that TD Bank requests regarding a check or item deposited or attempted to be deposited through the Service including the original check or item.

#### **10. Fees**

The Service is provided at no charge to you. TD Bank may, upon at least 30 days prior notice to you, to the extent permitted by applicable law, charge a fee for use of the Service. If you continue to use the Service after the fee becomes effective, you agree to pay the service fee that has been disclosed to you, as may be amended from time to time.

#### **11. Deposit Limits**

TD Bank reserves the right to impose limits on the amount(s) and/or number of Mobile Deposits (over a period of time set by us) that you transmit using the Service and to modify such limits from time to time.

Nothing in this Addendum should be construed as requiring TD Bank to accept any check or item for deposit, even if TD Bank has accepted that type of check or item previously. Nor shall TD Bank be required to identify or reject any Checks that you may submit through the Service that fail to meet the requirements of this Addendum.

#### **12. Changes to the Service**

TD Bank reserves the right to terminate, modify, add and remove features from the Service at any time in our sole discretion. You may reject changes by discontinuing use of the Service. Your continued use of the Service will constitute your acceptance of and agreement to such changes. Maintenance to the Service may be performed from time-to-time resulting in interrupted service, delays or errors in the Service and TD Bank shall have no liability for any such interruptions, delays or errors. Attempts to provide prior notice of scheduled maintenance will be made, but TD Bank cannot guarantee that such notice will be provided.

#### **13. Ownership and License**

You agree that TD Bank retains all ownership and proprietary rights in the Service, associated content, technology, Mobile Banking app and website(s). Your use of the Service is subject to and conditioned upon your complete compliance with this Addendum and the Account Documentation. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Service. Without limiting the restriction of the foregoing, you may not use the Service (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to TD Bank's business interest, or (iii) to TD Bank's actual or potential economic disadvantage in any aspect. You may use the Service only for non-business, personal use in accordance with this Addendum. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Service.

#### **14. DISCLAIMER OF WARRANTIES**

YOU AGREE YOUR USE OF THE SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TD BANK DISCLAIMS ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. TD BANK MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SERVICE OR TECHNOLOGY WILL BE CORRECTED.

#### **15. LIMITATION OF LIABILITY**

YOU AGREE THAT TD BANK WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICE INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THE SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF TD BANK HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

#### **16. Geographic Constraints**

You agree that you will not use the Service in locations that are prohibited under U.S. law and regulations, including laws and regulations issued by the Office of Foreign Assets Control.

#### **17. Errors**

You agree to notify TD Bank of any suspected errors regarding items deposited through the Service right away, and in no event later than 60 days after the applicable TD Bank account statement is sent. Unless you notify TD Bank within 60 days, such statement regarding all deposits made through the Service shall be deemed correct, and you are prohibited from bringing a claim against TD Bank for such alleged error.

<sup>1</sup> Business Day - Monday through Friday, except Federal holidays

