

These terms and conditions (“Terms”) are a legal agreement between you and TD Bank. Please read them carefully.

When you add or attempt to add a Payment Card to a Wallet, you agree to these Terms.

“Payment Card” means any debit, credit, or prepaid card issued by TD Bank.

“Wallet” means any electronic payment product or service owned or operated by a third-party that enables the linking and use of your Payment Card through an eligible, TD-enabled provisioning process. For example, Apple Pay, Google Pay, or PayPal.

Additional terms are defined within and at the end of this agreement.

1. Adding Your Payment Card to a Wallet

To add a Payment Card to a Wallet, you must follow the Wallet provider’s procedures. You must also follow any procedures we may require.

You can only request TD to add Payment Cards that we determine are eligible. Eligibility criteria are subject to our sole discretion. We may choose to not add a Payment Card to a Wallet for any reason.

If you add a Payment Card to the Wallet as part of a digital instant issuance process, it may become active before you receive a physical card. Such card is only active for purposes of using it electronically through the Wallet. You might need to activate your physical Payment Card once you receive it. Please follow the activation instructions that you receive.

2. Using Your Payment Card in a Wallet

Once added, the Wallet might allow you to use your Payment Card to do the following:

- Purchase goods or services at participating merchants’ physical locations and e-commerce locations,
- Transfer money between you and others who are enrolled with the Wallet provider or a partner of such Wallet provider,
- Withdraw money at ATMs, and
- Use other services that are offered by the Wallet provider.

Wallet functionality is dependent upon the applicable Wallet. Also, the Wallet might not be accepted at all places where your Payment Card is accepted.

3. Your Payment Card Terms Still Apply

The terms and agreement that govern your Payment Card do not change when you add your Payment Card to the Wallet. For example, debit cards remain subject to the associated deposit account agreement, the Retail Electronic Funds Transfer Disclosure, and any other applicable documents.

The applicable cardholder and account agreements are incorporated into these Terms by reference. Please review those agreements for important information about your rights and responsibilities when making transactions through a Wallet. In the event of any conflict between these Terms and any cardholder or account agreement, the cardholder and account agreement controls.

4. Applicable Fees

Any fees, interest, or other charges that apply to your Payment Card or underlying account will, as applicable, also apply when you use your Payment Card through a Wallet. For more information, please consult your cardholder and account agreements, as well as other applicable pricing disclosures.

We do not charge you any additional fees for adding a Payment Card to, or using a Payment Card in, the Wallet.

The Wallet Provider, your wireless company, your data service provider, or other third parties might charge you fees in connection with the use of the Wallet.

5. Transaction History

Any transaction history related to a Payment Card and displayed in the Wallet:

- Solely represents our authorization of your Wallet transaction,
- Might not reflect complete information about the transaction, and
- Might not reflect any post-authorization activity (including but not limited to, clearing, settlement, foreign currency exchange, reversals, returns, or chargebacks).

The purchase amount, currency, and other details of the Wallet provider’s transaction history might be preliminary, incomplete, or both. This history might not match the transaction amount that ultimately clears, settles, and posts to your Payment Card’s underlying account. It also might not match what is shown on the Payment Card’s billing or monthly statement. The billing or monthly statement controls.

6. TD Bank is NOT Responsible for the Wallet

TD Bank is not the provider of the Wallet. We are not responsible for its use and function. We are only responsible for supplying information to the Wallet provider to allow usage of the Payment Card in the Wallet.

We are not responsible for any failure of the Wallet, any errors, delays caused by or the inability to use the Wallet for any transaction. We are also not responsible for any loss, injury or inconvenience you suffer as a result of a merchant refusing to accept the Wallet.

The Wallet might also be subject to agreements or terms of use with the relevant Wallet provider, your wireless company, your data service provider, or other third parties.

7. Keeping Your Credentials Secure and Notifying Us of Errors or Fraud

You agree to protect and keep your Credentials confidential.

“Credentials” include your username, passwords, and all other information required for you to use the Wallet.

If you share these Credentials with others, they might be able to access and use your Wallet. They might also be able to make purchases and other transactions with your Payment Card or obtain your personal information.

You agree to contact us promptly if you believe there are errors or if you suspect fraud with your Payment Card. These matters will be resolved using the applicable Payment Card’s underlying cardholder or account agreement.

8. We Can Block, Suspend, or Cancel Your Use of a Payment Card

We can block you from adding an otherwise eligible Payment Card to the Wallet. We can also suspend your ability to use a Payment Card to make purchases and any other transactions using the Wallet. Additionally, we can cancel your ability to use a Payment Card in the Wallet entirely.

Subject to applicable law, we may take these actions at any time and for any reason.

You may remove a Payment Card from the Wallet by following the Wallet Provider’s procedures for removal.

9. Our Commitment to Your Privacy and Data Security

The privacy and security of your information are important to us. We take reasonable steps to send applicable information in a secure manner. We will treat all personally identifiable financial information related to your use of a Wallet consistent with the terms of the TD Privacy Notice. It is available at:

<https://www.td.com/us/en/personal-banking/privacy/>

By adding your Payment Card to the Wallet, you are changing your information use and sharing choices. You agree that we may share information about you with the Wallet provider and the applicable card network, such as Visa, for the following purposes:

- To add and use your Payment Card in the Wallet,
- To make information available to you in the Wallet about your Payment Card transactions,
- To perform all services you request, and
- To assist the Wallet Provider in improving the Wallet.

We do not collect, use, or have control or access to the Biometric Information (as defined below) that you might provide to Wallet Providers, third parties supporting that Wallet, or other parties.

10. Wallet Provider and Third-Party Privacy and Data Security

We do not control the privacy and security of your information that might be collected, used, disclosed, shared, retained, or deleted by the Wallet Provider or third parties supporting the Wallet.

Wallet providers, or other third parties supporting them, might collect, use, disclose, share, and retain information about you in connection with the Wallet. They might also independently collect such information, such as fingerprint, faceprint, hand or palm print, scan of your retina or iris, voice print or other unique physiological or biological characteristics (“Biometric Information”). This might be done to identify you, authorize transactions, perform other functions using the Wallet, or for other purposes as determined by the Wallet Provider, the third party, or both.

The Wallet provider and such third parties are responsible for the security of this information, and it will be governed by the respective party’s terms and privacy policy. It will not be governed by the TD Privacy Notice.

We are not responsible for any loss, injury, or other harm you suffer in connection with the Wallet Provider or other third-party’s collection, use, disclosure, sharing, retention, or deletion of your information. We are also not responsible if there is a security breach affecting any information stored in, or sent from, the Wallet.

11. Your Feedback

You hereby grant to us a fully paid-up, perpetual, irrevocable, worldwide license to your Feedback.

“Feedback” is any ideas, requests, feedback, reports, suggestions, recommendations, or other information that you provide to us regarding your use of the Wallet. It may be in writing, orally, by demonstration, or otherwise.

This license includes our ability to use, reproduce, incorporate, modify, display, perform, sell, make or have made derivative works of, distribute (directly or indirectly), and sublicense such Feedback in connection with our products and services or otherwise.

12. Contacting You Electronically; Notices

You agree to receive electronic communications from us. This includes emails to the email address you have provided in connection with your Payment Card account.

You agree to update your email address when it changes. You will do this by contacting us using the contact information in your applicable cardholder or account Agreement.

You may also contact us if you wish to withdraw your consent to receive these electronic communications. If you do so, you will be unable to continue to use your Payment Card in the Wallet.

We may provide notices to you concerning these Terms and your use of a Payment Card in the Wallet by any of the following:

- Posting the material on our website,
- Through our mobile application,
- Through electronic notice given to any electronic mailbox we maintain for you or to any other email address or telephone number you provide to us, or
- Contacting you at the current mailing address we have on file for you.

13. We May Terminate or Change these Terms at Any Time

We may terminate or change these Terms at any time. By continuing to keep a Payment Card in any Wallet after we have made such changes available, you agree to such changes. We will provide advance notice if required by law. We may also assign these Terms.

You cannot change these Terms, but you can terminate these Terms at any time by removing all Payment Cards from all Wallets. You may not assign these Terms.

14. Governing Law

These Terms are governed by United States federal law and, to the extent that state law applies, the laws of the state that apply to your underlying Payment Card terms and agreement.

15. Limitation of Liability; No Warranties

TO THE FULLEST EXTENT PERMITTED BY LAW, WE ARE NOT AND SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OR FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM OR RELATED TO YOUR ADDING A PAYMENT CARD TO A WALLET, OR YOUR ACCESS OR USE OF A WALLET.

TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS) AS TO ANY AND ALL WALLETS AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT INCLUDED IN OR ACCESSIBLE FROM THE WALLETS, OR IN OR THROUGH THE TD PROVISIONING PROCESS.

16. Additional Definitions

"You" and "your" mean a TD Bank customer or authorized user.

"We", "us", "our" and "TD Bank" mean TD Bank, N.A.

17. Questions?

If you have any questions, disputes, or complaints about the Wallet, contact the Wallet provider.

If you have any questions, disputes, or complaints about your Payment Card, contact us. To do so, use the contact information in your applicable cardholder or account agreement.