External Transfer and Send Money with Zelle® Payments Services
Terms and Conditions

TERMS OF SERVICE
Last updated March 23, 2018

GENERAL TERMS FOR EACH SERVICE

Part I GENERAL TERMS FOR EACH SERVICE

1.1 Introduction. This Terms of Service document (hereinafter “Agreement”) is a contract between you and TD BANK, N.A. (hereinafter “we” or “us”) in connection with each service that is described in the rest of this Agreement that applies to services you use from us, as applicable (each, a “Service”) offered through our online banking site or mobile applications (the “Site”). The Agreement consists of these General Terms for Each Service (referred to as “General Terms”), and each set of Terms that follows after the General Terms that applies to the specific Service you are using from us. This Agreement applies to your use of the Service and the portion of the Site through which the Service is offered.

1.2 Service Providers. We are offering you the Service through one or more Service Providers that we have engaged to render some or all of the Service to you on our behalf. However, notwithstanding that we have engaged such a Service Provider to render some or all of the Service to you, we are the sole party liable to you for any payments or transfers conducted using the Services and we are solely responsible to you and any third party to the extent any liability attaches in connection with the Services. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us. Service Provider and certain other capitalized terms are defined in a “Definitions” Section at the end of the General Terms of this Agreement. Other defined terms are also present at the end of each set of Terms that follows after the General Terms, as applicable.

1.3 Amendments. Unless otherwise required by law, we may amend this Agreement and any applicable fees and charges for the Service at any time by posting a revised version on the Site. The revised version will be effective at the time it is posted unless a delayed effective date is expressly stated in the revision. Any use of the Service after a notice of change or after the posting of a revised version of this Agreement on the Site will constitute your agreement to such changes and revised versions. Further, we may, from time to time, revise, update, upgrade or enhance the Services and/or related applications or material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the Service, and/or related applications and material, and limit access to only the Services’ more recent revisions, updates, upgrades or enhancements.

1.4 Our Relationship With You. We are an independent contractor for all purposes, except that we act as your agent with respect to the custody of your funds for the Services. We do not have control of, or liability for, any products or services that are paid for with our Services. We also do not guarantee the identity of any user of the Services (including but not limited to recipients to whom you send payments).

1.5 Assignment. You may not transfer or assign any rights or obligations you have under this Agreement without our prior written consent, which we may withhold in our sole discretion. We reserve the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time to any party. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

1.6 Notices to Us Regarding the Service. Except as otherwise stated below, notice to us concerning the Site or the Service, including errors, must be sent by postal mail to: TD Bank, N.A., Customer Service Department, Mail Stop NJ5-002-215, 6000 Atrium Way, Mt. Laurel, NJ 08054. We may also be reached at 1-800-493-7562 for questions and other purposes concerning the Service. We will act on your telephone calls as described below in Section 1.22 of the General Terms (Errors, Questions, and Complaints), but otherwise, such telephone calls will not constitute legal notices under this Agreement.

1.7 Notices to You. You agree that we may provide notice to you by posting it on the Site, sending you an in-product message within the Service, emailing it to an email address that you have provided us, mailing it to any postal address that you have provided us, or by sending it as a text message to any mobile phone number that you have provided us, including but not limited to the mobile phone number that you have listed in your Service setup or customer profile. For example, users of the Service may receive certain notices (such as notices of processed Payment Instructions, alerts for validation and notices of receipt of payments) as text messages on their mobile phones. All notices by any of these methods shall be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than three (3) Business Days after it is mailed. You may request a paper copy of any legally required disclosures and you may terminate your consent to receive required disclosures through electronic communications by contacting us as described in Section 1.6 of the General Terms above. We reserve the right to terminate your use of the Service if you withdraw your consent to receive electronic communications.
1.8 Receipts and Transaction History. You may view your transaction history by logging into the Service and looking at your transaction history. You agree to review your transactions by this method instead of receiving receipts or periodic statements by mail. You will continue to receive statements for your deposit accounts, either electronically (if you sign up for electronic statements) or in paper form.

1.10 Your Privacy. Protecting your privacy is very important to us. Please review our Privacy Notice in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

1.11 Privacy of Others. If you receive information about another person through the Service, you agree to keep the information confidential and only use it in connection with the Service.

1.12 Eligibility. The Service is offered only to individual residents of the United States who can form legally binding contracts under applicable law. Without limiting the foregoing, the Service is not offered to minors. The Service can only be used to access personal accounts that are active, in good standing and are eligible for ACH transactions, and are not available in connection with commercial or business-purpose accounts. To sign up for the Service, you must have a United States address, United States telephone number and a social security number, and an active unique email address. Your telephone number must also be unique to you (and cannot be the same as a telephone number provided by another user of the Services). For any Eligible Statement Savings Account(s) (including Money Market Accounts), federal regulations permit the depositor to make no more than a combined total of six (6) transfers or withdrawals that are pre-authorized, automatic, electronic (including computer initiated), telephonic, or by check, draft, debit card, or similar order payable to third parties in any monthly period. We may impose a fee, as disclosed on the fee schedule, for each such withdrawal in excess of six (6) that you make in any monthly period. These fees will be reflected in your monthly statement. In addition, repeated violations will result in the Account being closed or changed from a savings type Account to a transaction Account. By using the Service, you represent that you meet these requirements and that you agree to be bound by this Agreement.

1.13 Prohibited Payments. The following types of payments are prohibited through the Service, and we have the right but not the obligation to monitor for, block, cancel and/or reverse such payments:

a. Payments to or from persons or entities located in prohibited territories (including any territory outside of the United States); and
b. Payments that violate any law, statute, ordinance or regulation; and
c. Payments that violate the Acceptable Use terms in Section 1.14 of the General Terms below; and
d. Payments related to: (1) tobacco products, (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise, sell to, or solicit others; or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under the laws of any jurisdiction; and
e. Payments related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to, casino games, sports betting, horse or dog racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes; and
f. Payments relating to transactions that (1) support pyramid or Ponzi schemes, matrix programs, other “get rich quick” schemes or multi-level marketing programs, (2) are associated with purchases of real property, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or possession of the item, (4) constitute money-laundering or terrorist financing, (5) are associated with the following “money service business” activities: the sale of traveler’s checks or money orders, currency dealers or exchanges, or check cashing, or (6) provide credit repair or debt settlement services; and
g. Tax payments and court ordered payments.

In addition to the above-referenced prohibited payments, we may also block and/or reverse payments that involve donations or payments to an unauthorized charity or non-profit organization, unless we have performed appropriate due diligence on and investigation of such charity or non-profit organization and have determined its legitimacy, in our sole discretion. In no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of prohibited payments. We have no obligation to research or resolve any claim resulting from a prohibited payment. All research and resolution for any misapplied, mis-posted or misdirected prohibited payments will be your sole responsibility and not ours.

We encourage you to provide notice to us by the methods described in Section 1.6 of the General Terms above of any violations of the General Terms or the Agreement generally.

1.14 Acceptable Use. You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Service, regardless of the purpose of the use, and for all communications you send through the Service. We and our Service Providers have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using the Service for communications or activities that: (a) violate any law, statute, ordinance or regulation; (b) promote hate, violence, racial intolerance, or the financial exploitation of a crime; (c) defame, abuse, harass or threaten others; (d) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (e) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; (f) impose an unreasonable or disproportionately large load on our infrastructure; (g) facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (h) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Service or the portion of the Site through which the Service is offered without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting the Site or Service, or interfere or attempt to interfere, with the Site or the Service; or (j) may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors. We encourage you to provide notice to us by the methods described in Section 1.6 of the General Terms above of any violations of the General Terms or the Agreement generally.
1.15 **Payment Methods and Amounts.** There are limits on the amount of money you can send or receive through our Service. Your limits may be adjusted from time-to-time at our sole discretion. You may log in to the Site to view your individual transaction limits by clicking on the information icon to the right of the amount box within either the External Transfer or Send Money with Zelle® Service, as applicable. We also reserve the right to select the method in which to remit funds on your behalf through the Service, and in the event that your Eligible Transaction Account is closed or otherwise unavailable to us the method to return funds to you. These payment methods may include, but may not be limited to, an electronic or paper check or draft payment. Please refer to the below for details on our general daily limits:

<table>
<thead>
<tr>
<th>External Transfer (account to account to/from other institutions)</th>
<th>Delivery Option</th>
<th>Direction</th>
<th>Daily</th>
<th>Monthly</th>
</tr>
</thead>
<tbody>
<tr>
<td>3 Business Days</td>
<td>Outbound</td>
<td>$3,000</td>
<td>$5,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Inbound</td>
<td>$10,000</td>
<td>$20,000</td>
<td></td>
</tr>
<tr>
<td>Next Business Day</td>
<td>Outbound</td>
<td>$2,500</td>
<td>$4,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Inbound</td>
<td>$7,500</td>
<td>$15,000</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Send Money with Zelle (send money to/from other people)</th>
<th>Delivery Option</th>
<th>Direction</th>
<th>Daily</th>
<th>Monthly</th>
</tr>
</thead>
<tbody>
<tr>
<td>3 Business Days</td>
<td>Outbound</td>
<td>$2,500</td>
<td>$10,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Inbound (request money)</td>
<td>$2,500</td>
<td>$10,000</td>
<td></td>
</tr>
<tr>
<td>Within Minutes</td>
<td>Outbound</td>
<td>$1,000</td>
<td>$5,000</td>
<td></td>
</tr>
</tbody>
</table>

A $10,000 global limit applies between external transfers and Send Money with Zelle® payments.

**Please note:** When you send money within minutes to other people, your daily Debit Card transaction limits may be impacted.

1.16 **Your Liability for Unauthorized Transfers.** Immediately following your discovery of an unauthorized Payment Instruction, you shall communicate with customer care for the Service in the manner set forth in Section 1.6 of the General Terms above. You acknowledge and agree that time is of the essence such situations. If you tell us within two (2) Business Days after you discover your password or other means to access your account through which you access the Service has been lost or stolen, your liability is no more than $50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as $500.00. If your monthly financial institution statement contains payments that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may in our sole discretion extend the period.

1.17 **Taxes.** It is your responsibility to determine what, if any, taxes apply to the transactions you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction.

1.18 **Failed or Returned Payment Instructions.** In using the Service, you are requesting that we or our Service Provider to attempt to make payments for you from your Eligible Transaction Account. If the Payment Instruction cannot be completed for any reason associated with your Eligible Transaction Account (for example, there are insufficient funds in your Eligible Transaction Account, or the Payment Instruction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment), the Payment Instruction may or may not be completed. In certain circumstances, our Service Provider may either advance funds drawn on their corporate account or via an electronic debit and such circumstances, we will attempt to debit the Eligible Transaction Account a second time to complete the Payment Instruction. In some instances, you will receive a return notice from us or our Service Provider. In each such case, you agree that:

a. You will reimburse our Service Provider immediately upon demand the amount of the Payment Instruction if the payment has been delivered but there are insufficient funds in, or insufficient overdraft credits associated with, your Eligible Transaction Account to allow us or our Service Provider to complete the debit processing;

b. For any amount not reimbursed to us or our Service Provider within fifteen (15) days of the initial notification, a late charge equal to one and a half percent (1.5%) monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed by us or our Service Provider;

c. You may be assessed a fee by our Service Provider and by us if the Payment Instruction cannot be debited because you have insufficient funds in your Eligible Transaction Account, or the transaction would exceed the credit or discretionary overdraft protection limit of your Eligible Transaction Account, to cover the payment, or if we or our Service Provider cannot otherwise collect the funds from you; the fee amount will be as set forth in your fee schedule from us (including as disclosed on the Site) or your account agreement with us. You hereby authorize us and our Service Provider to deduct these amounts from your designated Eligible Transaction Account, including by ACH debit;

d. To the extent permitted by applicable law, you will reimburse us and our Service Provider for any fees or costs we incur in attempting to collect any amounts from you, including the costs of using a third party collections contractor; and

e. We and our Service Provider are authorized to report the facts concerning the return to any credit reporting agency.

1.19 **Address or Banking Changes.** It is your sole responsibility and you agree to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, physical address, phone numbers and email addresses. Depending on the Service, changes may be able to be made within the user interface of the Service or by contacting customer care for the Service as set forth in Section 1.6 of the General Terms above. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate Eligible Transaction Account, Payment Instructions or contact information.
1.20 Information Authorization. Your enrollment in the applicable Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in or use of each Service, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, and in accordance with our Privacy Notice, you agree that we reserve the right to obtain personal information about you, including without limitation, financial information and transaction history regarding your Eligible Transaction Account. You further understand and agree that we reserve the right to use personal information about you for our and our Service Providers’ everyday business purposes, such as to maintain your ability to access the Service, to authenticate you when you log in, to send you information about the Service, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, to protect our rights and property, and to customize, measure, and improve the Service and the content and layout of the Site. Additionally, we and our Service Providers may use your information for risk management purposes and may use, store and disclose your information acquired in connection with this Agreement as permitted by law, including (without limitation) any use to effect, administer or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. We and our Service Providers shall have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, or audit reasons, and as permitted by applicable law for everyday business purposes. In addition, we and our Service Providers may use, store and disclose such information acquired in connection with the Service in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Service.

a. Mobile Subscriber Information. You authorize your wireless carrier to disclose information about your wireless account, such as subscriber status, payment method and device details, if available, to support identity verification, fraud avoidance and other uses in support of transactions that you authorize for the duration of your business relationship with us. This information may also be shared with other companies to support your transactions with us and for identity verification and fraud avoidance purposes. Additional use of your mobile subscriber data may also be subject to the privacy policies of the third parties with which they are shared.

b. Device Data. We may share certain personal information and device-identifying technical data about you and your devices with third party service providers, who will compare and add device data and fraud data from and about you to a database of similar device and fraud information in order to provide fraud management and prevention services, which include but are not limited to identifying and blocking access to the applicable service or Web site by devices associated with fraudulent or abusive activity. Such information may be used by us and our third party service providers to provide similar fraud management and prevention services for services or Web sites not provided by us. We will not share with service providers any information that personally identifies the user of the applicable device. Additional use of your device data may also be subject to the privacy policies of the third parties with which they are shared.

1.21 Service Termination, Cancellation, or Suspension. If you wish to cancel the Service, you may contact us as set forth in Section 1.6 of the General Terms above. Any payment(s) that have begun processing before the requested cancellation date will be processed by us. You agree that we may terminate or suspend your use of the Service at any time and for any reason or no reason. Neither termination, cancellation nor suspension shall affect your liability or obligations under this Agreement.

1.22 Errors, Questions, and Complaints.

a. In case of errors or questions about your transactions, you should as soon as possible contact us as set forth in Section 1.6 of the General Terms above.

b. If you think your transaction history is incorrect or you need more information about a transaction listed in the transaction history, we must hear from you no later than sixty (60) days after the transaction in which the problem or error appears is first posted in the transaction history or appears in your account statement. You must:
   1. Tell us your name;
   2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
   3. Tell us the dollar amount of the suspected error.

c. If you tell us orally, we may require that you send your complaint in writing within ten (10) Business Days after your oral notification. We will tell you the results of our investigation within ten (10) Business Days after we hear from you, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Eligible Transaction Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Eligible Transaction Account. If it is determined there was no error we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. We may revoke any provisional credit provided to you if we find an error did not occur. For errors involving new accounts or point-of-sale transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) Business Days to credit your account for the amount you think is in error.

1.23 Intellectual Property. All other marks and logos related to the Service are either trademarks or registered trademarks of us or our licensors. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to us or the Service or display them in any manner that implies our sponsorship or endorsement. All right, title and interest in and to the Service, the portion of the Site through which the Service is offered, the technology related to the Site and Service, and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information you may send to us through or regarding the Site or Service shall be considered an uncompensated contribution of intellectual property to us and our licensors, shall also be deemed our and our licensors’ exclusive intellectual property, and shall not be subject to any obligation of confidentiality on our part. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us and our licensors a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish,
translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called “moral rights” in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

1.24 Links and Frames. Links to other sites may be provided on the portion of the Site through which the Services are offered for your convenience. By providing these links, we are not endorsing, sponsoring or recommending such sites or the materials disseminated by or services provided by them, and are not responsible for the materials, services or other situations or related to or from any other site, and make no representations concerning the content of sites listed in any of the Service web pages. Consequently, we cannot be held responsible for the accuracy, relevancy, copyright compliance, legality or decency of material contained in sites listed in any search results or otherwise linked to the Site. For example, if you “click” on a banner advertisement or a search result, your “click” may take you off the Site. This may include links from advertisers, sponsors, and content partners that may use our logo(s) as part of a co-branding agreement. These other sites may send their own cookies to users, collect data, solicit personal information, or contain information that you may find inappropriate or offensive. In addition, advertisers on the Site may send cookies to users that we do not control. You may link to the home page of our Site. However, you may not link to other pages of our Site without our express written permission. You also may not “frame” material on our Site without our express written permission. We reserve the right to disable links from any third party sites to the Site.

1.25 Password and Security. If you are issued or create any password or other credentials to access the Service or the portion of the Site through which the Service is offered, you agree not to give or make available your password or credentials to any unauthorized individuals, and you agree to be responsible for all actions taken by anyone to whom you have provided such credentials. If you believe that your credentials have been lost or stolen or that someone may attempt to use them to access the Site or Service without your consent, you must inform us at once at the telephone number provided in Section 1.6 of the General Terms above. See also Section 1.16 of the General Terms above regarding how the timeliness of your notice impacts your liability for unauthorized transfers.

1.26 Remedies. If we have reason to believe that you have engaged in any of the prohibited or unauthorized activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend or limit your access to or use of the Site or the Service; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate this Agreement, access to the Site and/or use of the Service for any reason or no reason and at any time. The remedies contained in this Section 1.26 of the General Terms are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.

1.27 Disputes. In the event of a dispute regarding the Service, you and we agree to resolve the dispute by looking to this Agreement.

1.28 Arbitration. For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than $10,000.00 USD, the party requesting relief may elect to resolve the dispute in a cost effective manner through binding non-appearance-based arbitration. If a party elects arbitration, that party will initiate such arbitration through Judicial Arbitration and Mediation Services (“JAMS”), the American Arbitration Association (“AAA”), or an established alternative dispute resolution (ADR) administrator mutually agreed upon by the parties. The parties agree that the following rules shall apply: (a) the arbitration may be conducted telephonically, online and/or be solely based on written submissions, at the election of the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties, their representatives or witnesses unless otherwise mutually agreed by the parties; (c) discovery shall not be permitted; (d) the matter shall be submitted for decision within ninety (90) days of initiation of arbitration, unless otherwise agreed by the parties, and the arbitrator must render a decision within thirty (30) days of submission; and (e) any award in such arbitration shall be final and binding upon the parties and may be submitted to any court of competent jurisdiction for confirmation. The parties acknowledge that remedies available under federal, state and local laws remain available through arbitration. NO CLASS ACTION, OTHER REPRESENTATIVE ACTION, OR PRIVATE ATTORNEY GENERAL ACTION, OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON SHALL BE ALLOWABLE IN ARBITRATION.

1.29 Law and Forum for Disputes. Unless our account agreement with you states otherwise, this Agreement shall be governed by and construed in accordance with the laws of the State in which you reside, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect. Unless our account agreement with you states otherwise, you agree that any claim or dispute you may have against us (other than those which are arbitrated under Section 1.28 of the General Terms above) must be resolved by a court located in the county in which you reside. You agree to submit to the personal jurisdiction of such courts for the purpose of litigating all claims or disputes unless said claim is submitted to arbitration under Section 1.28 of the General Terms of this Agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Both parties agree to waive any right to have a jury participate in the resolution of any dispute or claim between the parties or any of their respective Affiliates arising under this Agreement.

1.30 Indemnification. You agree to defend, indemnify and hold harmless us and our Affiliates and Service Providers and their Affiliates and the employees and contractors of each of these, from any loss, damage, claim or demand (including attorney fees) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your use of the Site or the applicable Service.

1.31 Release. You release us and our Affiliates and Service Providers and the employees and contractors of each of these, from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with any dispute that may arise between you or one or more other users of the Site or the applicable Service. In addition, if applicable to you, you waive California Civil Code §1542, which states that a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if not known by him must have materially affected his settlement with the debtor.

1.32 No Waiver. We shall not be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and signed by one of our authorized representatives. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

1.33 Exclusions of Warranties. THE SITE AND SERVICE AND RELATED DOCUMENTATION ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF OUR SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT
ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

1.34 Limitation of Liability. The foregoing shall constitute your exclusive remedies and the entire liability of us and our Affiliates and Service Providers and the Employees and Contractors of each of these, for the Service and the portion of the Site through which the Service is offered. You acknowledge and agree that from time to time, the Service may be delayed, interrupted or disrupted periodically for an indeterminate amount of time due to circumstances beyond our reasonable control, including but not limited to any interruption, disruption or failure in the provision of the Service, whether caused by strikes, power failures, equipment malfunctions, Internet disruption or other reasons. In no event shall we or our Affiliates or Service Providers or the Employees or Contractors of any of these, be liable for any claim arising from or related to the Service caused by or arising out of any such delay, interruption, disruption or similar failure. In no event shall we or our Affiliates or Service Providers or the Employees or Contractors of any of these, be liable for any indirect, special, incidental, consequential, punitive or exemplary damages, including loss of goodwill or lost profits (even if advised of the possibility thereof) arising in any way out of the installation, use, or maintenance of the Service or the portion of the Site through which the Service is offered, even if such damages were reasonably foreseeable and notice was given regarding them. In no event shall we or our Affiliates or Service Providers or the Employees or Contractors of any of these be liable for any claim arising from or related to the Service or the portion of the Site through which the Service is offered that you do not state in writing in a complaint filed in a court or arbitration proceeding as described in Sections 1.28 and 1.29 of the General Terms above within two (2) years of the date that the event giving rise to the claim occurred. These limitations will apply to all causes of action, whether arising from breach of contract, tort (including negligence) or any other legal theory. Our aggregate liability, and the aggregate liability of our Affiliates and Service Providers and the Employees and Contractors of each of these, to you and any third party for any and all claims or obligations relating to this Agreement shall be limited to direct out of pocket damages up to a maximum of $500 (FIVE HUNDRED DOLLARS). Some states do not allow the exclusion or limitation of incidental or consequential damages so the above limitation or exclusion may not apply to you.

1.35 Complete Agreement, Severability, Captions, and Survival. You agree that this Agreement is the complete and exclusive statement of the agreement between us, sets forth the entire understanding between us and you with respect to the Service and the portion of the Site through which the Service is offered and supersedes any proposal or prior agreement, oral or written, and any other communications between us. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. The captions of Sections in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. Sections 1.2, 1.5-1.7, 1.11, 1.17, 1.18, 1.23, and 1.26-1.35 of the General Terms, as well as any other terms which by their nature should survive, will survive the termination of this Agreement. If there is a conflict between the terms of this Agreement and something stated by an employee or contractor of ours (including but not limited to its customer care personnel), the terms of the Agreement will prevail.

1.36 Definitions.

a. “ACH Network” means the funds transfer system, governed by the NACHA Rules, that provides funds transfer services to participating financial institutions.

b. “Affiliates” are companies related by common ownership or control.

c. “Business Day” is every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed.

d. “Eligible Transaction Account” is a transaction account from which your payments will be debited, your Service fees, if any, will be automatically debited, or to which payments and credits to you will be credited, that is eligible for the Service. Depending on the Service, an Eligible Transaction Account may include a checking, money market or other direct deposit account, or debit card account, including any required routing information.

e. “Payment Instruction” is the information provided for a payment to be made under the applicable Service, which may be further defined and described below in connection with a specific Service.

f. “Payment Network” means a debit or credit payment network (such as the ACH Network or ACCEL / Exchange payment network) through which funds may be transferred.

g. “Service Provider” means companies that we have engaged (and their Affiliates) to render some or all of the Service to you on our behalf.

Part II: External Transfer (Account to Account Transfers) Service

2.1 Definitions.

The definitions in Section 1.36 above apply to this Section 2 of this Agreement, except as expressly modified below. In addition, additional defined terms are as follows:

“Account” means a checking, money market or savings account that is either an Eligible Transaction Account or External Account, as applicable.

“Eligible Transaction Account” is as defined in Section 1.36 above, except that it shall be limited to a checking, money market or savings account that you hold with us.

“External Account” is your account at another financial institution (i) to which you are transferring funds from your Eligible Transaction Account; or (ii) from which you are transferring funds to your Eligible Transaction Account.

“Transfer Instruction” is a specific Payment Instruction (as defined in Section 1.2) that you provide to the Service for a transfer of funds.

2.2 Description of Service, Authorization and Processing.

a. The Account to Account transfer service (for purposes of this Section 2, and Section 1 as it applies to this Section 2, the “Service”) enables you to transfer funds: between your Account(s) that you maintain with us on the one hand, and your Account(s) that are maintained by other financial institutions, on the other hand. You represent and warrant that you are either the sole owner or a joint owner of the Eligible Transaction Account and the External Account and that you have all necessary legal right, power and authority to transfer funds between the Eligible Transaction Account and the External Account. If you are a joint owner of the Eligible Transaction Account, External Account, or both, then you represent and warrant that (i) you have been authorized by...
all of the other joint owners to operate such Accounts without their consent (including without limitation to withdraw or deposit any amount of funds to such Accounts or to even withdraw all funds from such Accounts); and (ii) we may act on your instructions regarding such Accounts without liability to such other joint owners. Further, you represent and warrant that the External Account is located in the United States.

b. When we receive a Transfer Instruction from you, you authorize us to (i) debit your Eligible Transaction Account and remit funds on your behalf to the External Account designated by you and to debit your applicable Account as described below in Section 2.6 (Service Fees and Additional Charges); or, as applicable, to (ii) credit your Eligible Transaction Account and remit funds on your behalf from the External Account designated by you and to debit your applicable Account as described below in Section 2.6 (Service Fees and Additional Charges). You also authorize us to reverse a transfer from the applicable Account if the debit is returned from the other Account in the transaction for any reason, including but not limited to nonsufficient funds.

c. We will generally post all next day transactions debiting your Eligible Transaction Account regardless of the available balance on the day that the Transfer Instruction is resubmitted, even if you have selected the “Decline All Option” for the Standard Overdraft Practices.

d. We will use reasonable efforts to make all your transfers properly. However, we shall incur no liability if we are unable to complete any transfers initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of ours, the Eligible Transaction Account or External Account does not contain sufficient funds to complete the transfer or the transfer would exceed the credit limit of your overdraft account;
2. The Service is not working properly and you know or have been advised by us about the malfunction before you execute the transaction;
3. The transfer is refused as described in Section 2.7 below;
4. You have not provided us with the correct information, including but not limited to the correct Eligible Transaction Account or External Account information;
and/or,
5. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution(s), or interference from an outside force) prevent the proper execution of the transfer and we have taken reasonable precautions to avoid those circumstances.

e. It is your responsibility to ensure the accuracy of any information that you enter into the Service, and for informing us as soon as possible if you become aware that this information is inaccurate. You may not use a P.O. Box as a postal address. We will make a reasonable effort to stop or recover a transfer made to the wrong Account once informed, but we do not guarantee such recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by you.

2.3 Transfer Methods and Amounts.

Section 1.15 (Payment Methods and Amounts) above applies to the Service, even in circumstances where the External Account is closed and we are attempting to return funds to such Account.

2.4 Transfer Cancellation Requests and Refused Transfers.

You may cancel a transfer at any time until it begins processing (as shown in the Service). We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied transfer to your Account that we debited for the funds transfer. If this is unsuccessful (for example, the Eligible Transaction Account has been closed) we will make reasonable attempts to otherwise return the funds to you.

2.5 Stop Payment Requests.

If you desire to stop any transfer that has already been processed, you must contact customer care for the Service pursuant to Section 1.6. Although we will make a reasonable effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) days. The charge for each request will be the current charge for such service as set out in the applicable fee schedule.

2.6 Service Fees and Additional Charges.

Applicable fees will be disclosed in the user interface for the Service. YOU FURTHER ACKNOWLEDGE AND AGREE THAT ANY APPLICABLE FEES WILL BE CHARGED REGARDLESS OF WHETHER THE TRANSFER INSTRUCTION IS COMPLETED, UNLESS THE FAILURE TO COMPLETE THE INSTRUCTION IS SOLELY DUE TO OUR FAULT. Use-based fees for the Service will be charged against the Eligible Transaction Account. Any financial fees associated with your standard deposit accounts will continue to apply. The current fee schedule for personal accounts is available upon request at any store location or at tdbank.com by searching for Personal Fee Schedule. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

2.7 Refused Transfers.

We reserve the right to refuse any transfer. We will notify you promptly if we decide to refuse to transfer funds. This notification is not required if you attempt to make a transfer that is not allowed under this Agreement.

2.8 Returned Transfers.

In using the Service, you understand transfers may be returned for various reasons such as, but not limited to, the External Account number is not valid. We will use reasonable efforts to research and correct the transfer to the intended Account or void the transfer and credit your Account from which you attempted to transfer funds. You may receive notification from us.

PART III: ZELLE® PAYMENT SERVICE ADDITIONAL TERMS

3.1 Description of Service.

a. We have partnered with the Zelle® Network (“Zelle”) to enable a convenient way to transfer money between you and other Users using aliases, such as email addresses or mobile phone numbers (“Zelle Payment Service,” as further described below). Zelle provides no deposit account or other financial services. Zelle neither transfers nor moves money. You may not establish a financial account with Zelle of any kind. All money will be transmitted by a Network Bank. The term “Zelle Payment Terms” means these Zelle Payment Service Additional Terms. The Zelle Payment Service enables you: (1) to initiate a Payment Instruction from an Eligible Transaction Account to an account at a U.S. financial institution; and/or (2) to receive a payment from another person into an Eligible Transaction Account, in U.S. dollars. All payments must be made through the Site and are subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time. Receipt of payments may be made through the Site and is subject to the terms of this Agreement.
and applicable laws and regulations, in each case as in effect from time to time. In some instances, receipt of payments may be made through other locations besides our Site, such as the Zelle Pay Web site at http://www.zellepay.com or the Zelle mobile handset application (“Zelle Standalone Locations”) and if you choose to initiate or receive a payment at a Zelle Standalone Location you acknowledge and agree that you shall be subject to the terms of other agreements, including, but not limited to, the “terms of use” for the Zelle Standalone Locations and applicable laws and regulations, in each case as in effect from time to time. Subject to the terms of this Agreement, the Zelle Payment Services are generally available 24 hours, seven days a week with the exception of outages for maintenance and circumstances beyond our or Zelle’s control. Live customer service generally will be available Monday through Friday, excluding US bank holidays.

b. The Instant Payments feature within the Zelle Payment Service (“Zelle Instant Payments”) allows for the delivery of payments to Receivers who are also enrolled in the Zelle Payment Service through a Payment Network designed to deliver payments on the same day and potentially within minutes, although actual speed will vary, as described below. Zelle Instant Payments are not instantaneous. Payment delivery speed may vary based upon the funds availability policy of each financial institution and Payment Network availability.

3.2 Payment Authorization and Payment Remittance.

a. Section 1.12 of the General Terms do not apply to the Zelle Payment Service. When you register to use the Zelle Payment Service or when you permit others to whom you have delegated to act on your behalf to use or access the Zelle Payment Service, you agree to the terms and conditions of this Agreement. You represent that you are at least 18 years of age and you have the authority to authorize debits and credits to the registered bank account. In addition to the restrictions set forth in Section 1.13 of the General Terms, you will not use the Zelle Payment Service to pay any fines. The Zelle Payment Service is intended for personal, not business or commercial use. You agree that you will not use the Zelle Payment Service to send or receive payments in connection with your business or commercial enterprise. We reserve the right to decline your registration if we believe that you are registering to use the Zelle Payment Service with your business account or to receive business or commercial payments. We further reserve the right to suspend or terminate your use of the Zelle Payment Service if we believe that you are using the Zelle Payment Service for business or commercial purposes.

b. You must provide us with an email address that you regularly use and intend to use regularly (i.e., no disposable email addresses) and a permanent mobile phone number that you intend to use for an extended period of time (i.e., no “burner” numbers). Once registered, you may: (i) authorize a debit of your account to send money to another User either at your initiation or at the request of that User; and (ii) receive money from another User either at that User’s initiative or at your request, subject to the conditions of the Section below titled “Requesting Payments.” When you register with Zelle, you may establish one or more profiles. Each profile may be linked to only one bank account or debit card, but you may register multiple email addresses or mobile phone numbers in each profile. Once you have registered an email address or a mobile phone number with a profile, you may not use that same email address or phone number with any other profile. If we allow you to enroll the debit card we issue to you with the Zelle Payment Service, then the debit card must be issued in conjunction with a United States domestic deposit account, not a United States territory-based account. By providing us with names and telephone numbers, email addresses, and/or bank account information of Receivers to whom you wish to direct payments, you authorize us to follow the Payment Instructions that we receive through the Zelle Payment Service. Once registered, you authorize us to credit your Eligible Transaction Account for payments remitted to you on behalf of a Sender without further approval from you.

c. When we receive a Payment Instruction from you, you authorize us to debit your Eligible Transaction Account for the amount of any such Payment Instruction plus any related fees in effect (and as disclosed on the Site) at the time you initiate the Payment Instruction, and to remit funds on your behalf. You acknowledge and agree that any applicable fees will be charged when we receive a Payment Instruction from you, regardless of whether the Payment Instruction is ultimately completed. You also authorize us to credit your Eligible Transaction Account for the receipt of payments, including but not limited to those payments returned to us from Receivers to whom you sent payment(s) and those payments that were cancelled and returned to you because the processing of the Payment Instruction could not be completed.

d. You acknowledge and agree that if your Payment Instructions identify an account by name and account number, the relevant financial institution may execute those Payment Instructions by reference to the account number only, even if such account number does not correspond to the account name. You further acknowledge and agree that financial institutions holding the account may choose to not investigate discrepancies between account names and account numbers. We have no responsibility to investigate discrepancies between account names and account numbers, outside of our obligations under the law to investigate errors, described above in Section 1.22 of the General Terms (Errors, Questions, and Complaints).

e. You agree that we will not be liable in any way for any payments that you may receive, regardless of whether you authorized the Sender to send them to you.

f. We will use reasonable efforts to complete all your Payment Instructions properly. However, we shall incur no liability if we are unable to complete any transaction because of the existence of any one or more of the following circumstances:

1. If, through no fault of ours, the Eligible Transaction Account does not contain sufficient funds to complete the Payment Instruction or the Payment Instruction would exceed the credit limit of your overdraft account;

2. The Zelle Payment Service is not working properly and you know or have been advised by us about the malfunction before you execute the Payment Instruction;

3. The payment is refused as described in Section 1.6 of the Zelle Payment Terms below;

4. You have not provided us with the correct information, including but not limited to the correct Payment Instructions or Eligible Transaction Account information, or the correct name and address or mobile phone number of the Receiver to whom you are initiating a Payment Instruction; and/or,

5. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution, or interference from an outside force) prevent the proper execution of the Payment Instruction.

g. It is the responsibility of the Sender and the Receiver to ensure the accuracy of any information that they enter into the Zelle Payment Service (including but not limited to the Payment Instructions and name, telephone number and/or email address for the Receiver to whom you are attempting to send a payment), and for informing us as soon as possible if they become aware that this information is inaccurate. We will make a reasonable effort to stop or recover a payment made to the wrong person or entity once informed, but we do not guarantee such stoppage or recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by the Sender or Receiver.

h. Zelle Instant Payments: We are not responsible for the performance, speed, or other acts or omissions of the Payment Networks that may be involved in the transmission of a payment. Notwithstanding anything to the contrary in the Agreement, Zelle Instant Payments settlements are final except as set forth in the applicable Payment Network rules and recovery may not be possible; however, if applicable Payment Network rules allow for reversal of
funds, we will attempt to recover such funds from the Receiver's Eligible Transaction Account. We shall not be obligated to comply with the Automated Clearinghouse (ACH) Rules in such recovery efforts or otherwise in connection with Zelle Instant Payments. We are only responsible for delivery of the applicable Payment Instructions to the applicable Payment Network in the format required by the applicable Payment Network’s specifications. We will choose the Payment Networks in which we will participate in our sole discretion.

3.3 Sending Payments. You may send money to another User at your initiation or in response to that User’s request for money. You understand that use of this Zelle Payment Service by you shall at all times be subject to (i) this Agreement, and (ii) your express authorization at the time of the transaction for a us or another Network Bank to initiate a debit entry to your bank account. You understand that when you send the payment, you will have no ability to stop it. You may initiate (a) a one-time Payment Instruction to a Receiver for which processing shall be initiated immediately, (b) a one-time Payment Instruction to a Receiver for which processing shall be initiated at a later specified date up to one (1) year, and (c) a recurring series of Payment Instructions to a Receiver for which processing shall be initiated on the specified dates. Options (b) and (c) above are not available for Zelle Instant Payments. Further details about each of these options can be found on the Site.

Payment Instructions initiated to Receivers are processed in two ways. You can provide all the required information about the Receiver, including his/her Eligible Transaction Account, necessary to complete a transfer of funds. Alternatively, you can provide contact information about the Receiver (including an email address and/or mobile telephone number) and the Zelle Payment Service may contact the Receiver and request that the Receiver (i) provide information so that the identity of the Receiver may be validated at a Zelle Standalone Location and then (ii) provide Eligible Transaction Account information in order to complete the Payment Instruction (a “Two-Step Transfer”). If the Receiver maintains an Eligible Transaction Account with an institution that participates in or offers the Zelle Payment Service, the Receiver may access the Zelle Payment Service at his or her financial institution’s website or mobile application to complete the Payment Instruction and receive the payment.

Zelle Instant Payments: For Zelle Instant Payments, you can initiate a Payment Instruction using (i) the Receiver’s email address or mobile number, and the Zelle Payment Service will validate the Zelle Instant Payments eligibility of the Receiver prior to transferring the funds; or (ii) the Receiver’s bank account information, and the funds will be deposited into the Receiver’s applicable checking or savings account. Not all Payment Networks participate in Zelle Instant Payments. Payment delivery speed may vary based upon the funds availability policy of each financial institution and Payment Network availability. In most cases, when you are sending money using a Zelle Instant Payment, the transfer will occur in minutes; however, there are circumstances when the payment may take longer. For example, in order to protect you, us, Zelle and the other Network Banks, we may need additional time to verify your identity or the identity of the person receiving the money. If you are sending money to someone who has not registered as a User with either Zelle or a Network Bank, the Zelle Instant Payment transfer may take up to three (3) days from the day the intended recipient responds to the payment notification by registering as a User if the Receiver has not provided the Zelle Payment Service with certain required information such as his or her Eligible Transaction Account information. The payment will occur as early as the specified date(s). However, you and the Receiver should not expect the payment funds to be transferred into the Receiver's Eligible Transaction Account any earlier than the next Business Day after you initiated the Payment Instruction. If you request a one-time Payment Instruction to be initiated on a specified date or a recurring series of Payment Instruction to be initiated on specified dates, then the processing of the Payment Instruction will begin on the specified date and the debiting of your Eligible Transaction Account will occur as early as the specified date(s). However, you and the Receiver should not expect the payment funds to be transferred into the Receiver's Eligible Transaction Account any earlier than the next Business Day following the specified date. In addition, in the case of all Two-Step Transfers, the deposit of the payment funds into the Receiver's Eligible Transaction Account (even if debited or withdrawn from your Eligible Transaction Account) may be delayed if the Receiver has not provided the Zelle Payment Service with certain required information such as his or her Eligible Transaction Account information. The Site may contain additional information regarding the delivery of a payment to an Eligible Transaction Account.

You acknowledge and agree that we will begin to process the requested transfer of funds once the Receiver has provided (or we otherwise obtain) all required information, and you hereby authorize and direct us to retain such funds until the earlier of such time as the Receiver has provided (or we otherwise obtain) all required information or fourteen (14) days have elapsed. You further acknowledge and agree that our receipt of money to be transmitted to a Receiver shall not be deemed to have occurred and our obligation to complete a Payment Instruction shall not begin until such time as the Receiver provides us with (or we otherwise obtain) all required information necessary to process the related Payment Instruction in accordance with this Agreement. Any cancellation of a Payment Instruction prior to the Receiver providing us with such information shall be subject to the provisions of Section 3.5 of the Zelle Payment Terms, below.

3.4 Receiving Payments. All transfers of money to you shall be performed by a Network Bank per the direction of that Network Bank Customer and at all times subject to the terms and conditions of the relevant service agreement between that Network Bank and its customer, including without limitation any restrictions or prohibitions on permissible transactions. Once a User initiates a transfer of money to your email address or mobile phone number registered with the Zelle Payment Service, you have no ability to stop the transfer, unless a cancellation request is received before the Payment Instruction is processed, such as for a recurring scheduled transfer. By using the Zelle Payment Service, you agree and authorize us to initiate credit entries to the bank account have registered. Neither we nor Zelle shall have liability to you for any such transfers of money, including without limitation, (i) any failure, through no fault of us or Zelle to complete a transaction in the correct amount, or (ii) any related losses or damages. If another person wants to initiate a Payment Instruction (including in response to a Zelle Payment Request, if applicable) using the Zelle Payment Service to an Eligible Transaction Account you hold or, as applicable, if you as a Requestor want to initiate a Zelle Payment Request, he, she or you can do that from the Site or from an Eligible Transaction Account at a financial institution that participates in the Zelle Payment Service or at a Zelle Standalone Location. If you are receiving a payment from a business or government agency, your payment will be delivered in accordance with both this Agreement and the procedures of the business or government agency that is sending you the payment.

For Zelle Instant Payments, most transfers of money to you from other Users will occur within minutes. There may be other circumstances when the payment may take longer. For example, in order to protect you, us, Zelle and the other Network Banks, we may need or Zelle may need additional time to verify your identity or the identity of the person sending the money. We may also delay or block the transfer to prevent fraud or to meet our regulatory obligations. If we delay or block a payment that you have initiated through a request for money, we will notify you in accordance with your User preferences (i.e. email, push notification).
You understand and agree that there may be a delay between the time you are notified of the pending Payment Instruction and the deposit of the payment funds into your Eligible Transaction Account, and you may be required to take additional steps to facilitate the deposit of the payment of funds into your Eligible Transaction Account. You authorize the Sender, the financial institution which holds the Sender’s Eligible Transaction Account and us (including through the Site) to send emails to you and text messages to your mobile phone in connection with the Sender’s initiation of Payment Instructions to you, and, as a Receiver, you may receive Zelle Payment Requests, from others through the Zelle Payment Service.

You acknowledge and agree that in the event that funds are transferred into your Eligible Transaction Account as a result of a Payment Instruction and it is determined that such transfer was improper because it was not authorized by the sender, because there were not sufficient funds in the sender’s account, or for any other reason, then you hereby authorize us or our Service Provider to withdraw from your Eligible Transaction Account an amount equal to the amount of funds improperly transferred to you.

3.5 Requesting Payments. You may request money from another User through a Zelle Payment Request. You understand and acknowledge that Users to whom you send payment requests may reject or ignore your request. Neither we nor Zelle guarantee that you will receive money from other Users by sending a Zelle Payment Request. If a User ignores your request, we may decide or Zelle may decide, in its sole discretion, that we will not send a reminder or repeat request to that User.

In addition to the other restrictions in this Agreement, by accepting this Agreement, you agree that you are not engaging in the business of debt collection by attempting to use the Zelle Payment Service to request money for the payment or collection of an overdue or delinquent debt; to request money that is owed to another person; or to collect any amounts that are owed pursuant to a court order. You agree to receive Zelle Payment Request from other Users, and to only send Zelle Payment Request for legitimate and lawful purposes. Zelle Payment Request are solely between the Requestor and recipient and are not reviewed or verified by us or by Zelle. Neither we nor Zelle assume responsibility for the accuracy or legality of such requests and do not act as a debt collector on your behalf or on behalf of the Requestor. We reserve the right, but assume no obligation, to terminate your ability to send Zelle Payment Request in general, or to specific recipients, if we deem such Zelle Payment Requests to be potentially unlawful, abusive, offensive or unwelcome by the recipient.

If applicable, if you as a Requestor initiate a Zelle Payment Request using the Zelle Payment Service you acknowledge and agree that as disclosed on the Site (a) the applicable service fee will be deducted from payments received by you from a Sender(s) or an Eligible Transaction Account (in the event that the applicable service fee cannot be covered by the payment received by you), and (b) no service fee will be charged if you as the Requestor do not receive any payments from the individuals to whom the Zelle Payment Request is sent. Further details about the foregoing can be found on the Site. You acknowledge and agree that individuals to whom you send a Zelle Payment Request may not receive, or otherwise may reject or ignore, your Zelle Payment Request. We do not guarantee that you will receive any payments from individuals by initiating a Zelle Payment Request.

3.6 Payment Cancellation, Stop Payment Requests and Refused Payments. Sender may cancel the initiation of a Payment Instruction or stop a Payment Instruction at any time until the processing of the Payment Instruction into the Receiver's Eligible Transaction Account has begun. Zelle Instant Payments Payment Instructions may not be cancelled as the Payment Instructions will be processed immediately. Our ability to stop a Payment Instruction or recover funds associated with an unauthorized Payment Instruction will depend on the manner in which the Payment Instruction was initiated, and whether the Payment Instruction to the Receiver's Eligible Transaction Account has begun processing. Although we will make a reasonable effort to accommodate a stop payment request and to recover funds associated with an unauthorized Payment Instruction, we will have no liability for failing to do so. We may also require you to present your stop payment request or request to recover funds in writing within fourteen (14) days after contacting customer care. If we charge you to stop the payment or recover funds, then the charge for each stop payment or fund recovery request will be the current charge as set out in our current fee schedule or as disclosed through the Site. Payments not claimed by a Receiver will be automatically cancelled fourteen (14) days after the processing of the payment begins. When a Sender initiates a Payment Instruction, the Receiver is not required to accept the payment. You agree that you as a Sender will not hold us liable for any damages resulting from a Receiver’s decision to accept or not to accept a Payment Instruction initiated or attempted through the Zelle Payment Service. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied payment to your Eligible Transaction Account or use other reasonable efforts to return such payment to you as permitted by law.

3.7 Consent to Emails and Automated Text Messages. By participating as a User, you represent that you are the owner of the email address, mobile phone number, and/or other alias you registered, or that you have the delegated legal authority to act on behalf of the owner of such email address, mobile phone number and/or other alias to send or receive money as described these Zelle Payment Terms. You consent to the receipt of emails or text messages from us, from Zelle, from other Users that are sending you money or requesting money from you, and from other Network Banks or their agents regarding the Zelle Payment Services or related transfers between Network Banks and you. You agree that we may, Zelle may or either of our agents may use automatic telephone dialing systems in connection with text messages sent to any mobile phone number you register. You further acknowledge and agree:

a. You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text or other message services, including without limitation for short message service. Please check your mobile service agreement for details or applicable fees.

b. You will immediately notify us if any email address or mobile phone number you have registered is (i) surrendered by you, or (ii) changed by you.

c. In the case of any messages that you may send through either us or Zelle or that we may send or Zelle may send on your behalf to an email address or mobile phone number, you represent that you have obtained the consent of the recipient of such emails or automated text messages to send such emails or text messages to the recipient. You understand and agree that any emails or text messages that we send or that Zelle sends on your behalf may include your name.

d. Your wireless carrier is not liable for any delay or failure to deliver any message sent to or from us or Zelle, including messages that you may send through us or through Zelle or that we may send or Zelle may send on your behalf.

e. To cancel text messaging from us, send STOP to 767666. For help or information regarding text messaging, send HELP to 767666 or contact our customer service at 1-800-493-7562. You expressly consent to receipt of a text message to confirm your “STOP” request.

f. Supported Carriers: ACG, AT&T Alltel (now AT&T), Boost, Cincinnati Bell, Nextel (now Sprint), nTelos (now Sprint), T-Mobile, US Cellular, Verizon and Virgin Mobile USA.

g. Your phone service provider is not the provider of the Zelle Payment Service. Users of the Zelle Payment Service will receive text messages relating to their Payment Instructions and other notices from time to time if a mobile phone number is provided. Data and messaging charges from your telecommunications provider may apply, and you are responsible for any such charges. In the event you enrolled mobile device is lost or stolen, you agree to update your enrollment information and make the appropriate changes to disable the use of such device. You understand that there are risks associated with using a mobile device, and that in the event of theft or loss, your confidential information could be compromised.
We may also use information on file with your wireless operator to further verify your identity and to protect against or prevent actual or potential fraud or unauthorized use of the Zelle Payment Service. By using the Zelle Payment Service, you authorize your wireless operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to use your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status details, if available, solely to allow verification of your identity and to compare information you have provided to us with your wireless operator account profile information for the duration of the business relationship.

3.8 Service Fees and Additional Charges. You are responsible for paying all fees associated with your use of the Zelle Payment Service. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Zelle Payment Service or Site. YOU FURTHER ACKNOWLEDGE AND AGREE THAT ANY APPLICABLE FEES WILL BE CHARGED REGARDLESS OF WHETHER THE PAYMENT INSTRUCTION IS COMPLETED, UNLESS THE FAILURE TO COMPLETE THE INSTRUCTION IS SOLELY DUE TO OUR FAULT, except for those fees that are specifically use-based, such as Zelle Payment Request, if applicable. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from your designated Eligible Transaction Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts (or Other Eligible Transaction Accounts) will continue to apply. The current fee schedule for personal accounts, including overdraft fees, is available upon request at any store location or at tdbank.com by searching for Personal Fee Schedule. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. Section 1.18 of the General Terms (Failed Or Returned Payment Instructions) applies if you do not pay our fees and charges for the Zelle Payment Service, including without limitation if we debit the Eligible Transaction Account for such fees, as described in this Section, and there are insufficient fees in the Eligible Transaction Account.

3.9 Refused Payments. We reserve the right to refuse to pay any Receiver. We will attempt to notify the Sender promptly if we decide to refuse to pay a Receiver designated by the Sender. This notification is not required if you attempt to make a prohibited payment under this Agreement.

3.10 Returned Payments. In using the Zelle Payment Service, you understand that Receivers may reject Payment Instructions or otherwise return payments. We will use reasonable efforts to complete Payment Instructions initiated through the Zelle Payment Service.

3.11 Consent to Share Personal Information (Including Account Information). In addition to Section 1.20 (Information Authorization) of the General Terms, by accepting this Agreement, you consent to our disclosure of your personal information (including bank account information) to Zelle, other Network Banks and other third parties as necessary to complete payment transactions in accordance with our customary processes and procedures, which may include, without limitation, the following:

- As necessary for Network Banks to complete money transfers between you and other Users;
- As necessary to resolve a problem related to a transfer or payment between you and another User;
- To verify the existence of your bank account for Network Banks by credit bureaus;
- To verify the existence of your debit card;
- To comply with government agency or court orders;
- To our affiliates, as permitted by law;
- To verify your identity for purposes of compliance with applicable laws, including without limitation the USA PATRIOT Act;
- To comply with inquiries in connection with fraud prevention or any investigation;
- For our general business purposes, including without limitation data analysis and audits; or
- As otherwise permitted by the terms of our Privacy Notice.

3.12 Debit and Credit Entries to Your Eligible Transaction Account. Debits and credit entries to your Eligible Transaction Account and the transmission and issuance of data related to such entries shall be processed pursuant to the terms of this Agreement, the terms of your Eligible Transaction Account agreement, and as applicable, the Payment Network rules, the rules of the National Automated Clearing House Association (“NACHA”), and the rules of the applicable automated clearing house (“ACH Operator”) (collectively, the “Rules”).

3.13 Liability. Subject to our obligations under applicable laws and regulations, neither we nor Zelle shall have liability to you for any such transfers of money, including without limitation, (i) any failure, through no fault of us or Zelle to complete a transaction in the correct amount, or (ii) any related losses or damages. Neither we nor Zelle shall be liable for any types or keystroke errors that you may make when using the Zelle Payment Service. SUBJECT TO OUR OBLIGATIONS UNDER APPLICABLE LAWS AND REGULATIONS, YOU AGREE THAT YOU, NOT WE OR ZELLE, ARE RESPONSIBLE FOR RESOLVING ANY PAYMENT OR OTHER DISPUTES THAT YOU HAVE WITH ANY OTHER USER WITH WHOM YOU SEND MONEY TO, OR RECEIVE OR REQUEST MONEY FROM, USING THE ZELLE PAYMENT SERVICE.

3.14 Disclaimer of Warranties. Section 1.33 (Exclusions of Warranties) of the General Terms does not apply to Zelle Payment Services. EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, ZELLE MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE ZELLE PAYMENT SERVICE. ZELLE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE ZELLE PAYMENT SERVICE. ZELLE DOES NOT WARRANT THAT THE ZELLE PAYMENT SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE ZELLE PAYMENT SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS.

3.15 Limitation of Liability. Section 1.34 (Limitation of Liability) of the General Terms does not apply to Zelle Payment Services. EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL WE, ZELLE, ITS OWNERS, DIRECTORS, OFFICERS, AGENTS OR NETWORK BANKS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES ARISING OUT OF (I) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE ZELLE PAYMENT SERVICE; (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE ZELLE PAYMENT SERVICES DESCRIBED OR PROVIDED; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, OR (IV) ANY OTHER MATTER RELATING TO THE ZELLE PAYMENT SERVICES DESCRIBED OR PROVIDED, EVEN IF WE OR ZELLE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH THE ZELLE PAYMENT SERVICE OR WITH THE TERMS OF THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE ZELLE PAYMENT SERVICES. IN THOSE STATES WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES MAY NOT APPLY, ANY LIABILITY OF OURS, ZELLE, ITS OWNERS, DIRECTORS, OFFICERS AND AGENTS OR THE NETWORK BANKS LIABILITY IN THOSE STATES IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED ONE HUNDRED DOLLARS ($100.00).
3.16 **Indemnification.** Section 1.30 (Indemnification) of the General Terms does not apply to Zelle Payment Services. You acknowledge and agree that you are personally responsible for your conduct while using the Zelle Payment Service and except as otherwise provided in this Agreement, you agree to indemnify, defend and hold harmless Zelle, its owners, directors, officers, agents and Network Banks from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys’ fees, resulting from or arising out of your use, misuse, errors or inability to use the Zelle Payment Service, or any violation by you of the terms of this Agreement.

3.17 **Use of Our Site.** You agree to access the Site in compliance with our Terms of Use, which are available at https://www.tdbank.com/bank/terms_of_use.html and incorporated into and made part of this Agreement by this reference.

3.18 **Definitions.**

“Network Banks” means financial institutions that have partnered with Zelle.

“Receiver” is a person or business entity that is sent a Payment Instruction through the Zelle Payment Service.

“Requestor” is a person that requests an individual to initiate a Payment Instruction through the Zelle Payment Service.

“Sender” is a person or business entity that sends a Payment Instruction through the Zelle Payment Service.

“User” means you and others who are enrolled directly with Zelle or enrolled with another financial institution that partners with Zelle.

“Zelle Payment Request” means functionality that allows a Requestor to request that another individual initiate a Payment Instruction to the Requestor through the Zelle Payment Service.