

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

<p>BRITNEY LAWRENCE, individually and on behalf of all others similarly situated,</p> <p style="text-align: center;">Plaintiff,</p> <p style="text-align: center;">v.</p> <p>TD BANK, N.A.,</p> <p style="text-align: center;">Defendant.</p>	<p>CASE NO. 1:17-cv-12583</p> <p>JURY TRIAL DEMANDED</p>
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CLASS ACTION COMPLAINT

COMES NOW Plaintiff Britney Lawrence (hereinafter “Plaintiff”), individually and on behalf of all others similarly situated, by and through Plaintiff’s undersigned counsel, and brings this action against Defendant TD Bank, N.A. (hereinafter “TD Bank” or “Defendant”) alleging, upon personal knowledge as to Plaintiff’s individual actions and upon information and belief and/or counsel’s investigations as to all other matters, the following:

INTRODUCTION

1. In its Personal Deposit Account Agreement (hereinafter “PDAA” and attached hereto as Exhibit A) and its “Important Information for Consumers about your TD Bank Checking Account” brochure (attached hereto as Exhibit B) incorporated by reference therein (collectively referred to as “TD Bank Agreements”), Defendant TD Bank promises its customers who do not opt into TD Bank’s Debit Card Advance Program that it will decline certain debit card transactions. Specifically, TD Bank promises that non-recurring debit card transactions that will lower the balance below zero will not be approved and overdraft fees will not be charged. TD Bank has conceded this practice in published Account Guides. But as to one very significant

type of business, one for which it handles literally millions of transactions each month, TD Bank has decided to accept such transactions, and charge related overdraft fees, even though customers have not opted into Debit Card Advance. This business is ride-sharing, namely Uber Technologies, Inc. (“Uber”) and Lyft, Inc. (“Lyft”) rides. When TD Bank customers use their debit card to pay for rides with Uber or Lyft – rides that are by their very nature one-time transactions and non-recurring – TD Bank approves the transactions regardless of the customer’s opt-in status.

2. On or about March 15, 2016, TD Bank charged Plaintiff two \$35.00 overdraft fees when Plaintiff used her debit card to pay for one-time ride-share transactions that overdrew her account even though such fees are only authorized under the TD Bank Agreements for “recurring” debit card transactions. Accordingly, Plaintiff seeks to recoup the fees Plaintiff paid and to represent all individuals in the United States who were charged similar overdraft fees on ride-share transactions in violation of TD Bank’s Agreements.

3. Plaintiff asserts this action pursuant to Fed. R. Civ. P. 23, on behalf of Plaintiff and all others similarly situated, for damages and other relief arising from TD Bank’s routine practice of charging standard overdraft fees on one-time debit card transactions with Uber and/or Lyft, in violation of its contracts with accountholders.

PARTIES

4. Plaintiff is a citizen and resident of the State of Connecticut and has had a checking account with Defendant TD Bank at all times material hereto.

5. Defendant TD Bank, a subsidiary of Toronto-Dominion Bank of Canada, is a national bank chartered and supervised by the federal Office of the Comptroller of Currency. TD Bank’s main office is located in Cherry Hill, New Jersey, with Delaware designated as its

location in its organizational certificate. TD Bank has approximately 1300 branches in the United States. By assets, TD Bank is now ranked in the top 10 of U.S. banks, providing banking services to its 6.5 million east coast customers extending from Maine to Florida through its 1,300 branches and 1,900 ATM machines.

JURISDICTION

6. This Court has original jurisdiction over this action under the Class Action Fairness Act of 2005. Pursuant to 28 U.S.C. §§ 1332(d)(2) and (6), this Court has original jurisdiction because (a) the aggregated claims of the putative members of the Classes exceed \$5 million, exclusive of interest and costs; (b) there are at least 100 members of the putative Classes; and (c) at least one of the members of each of the proposed Classes is a citizen of a different state than Defendant.

7. TD Bank regularly and systematically provides retail banking services through the State of New Jersey, including in this district, and provides retail banking services to its customers, including members of the putative Classes. Additionally, based on information and belief, the decisions relating to developing, marketing, and implementing the actions complained of herein originated from TD Bank in its main office located in Cherry Hill, New Jersey. For all plans and decisions that originated at TD Bank business locations outside of New Jersey, those plans and decision required approval from TD Bank's Cherry Hill, New Jersey headquarters. For these reasons, TD Bank is subject to the jurisdiction of this Court.

VENUE

8. Venue is likewise proper in this district pursuant to 28 U.S.C. § 1391 because TD Bank is subject to personal jurisdiction in this Court and regularly conducts business within this district through its main office and numerous branches.

OVERVIEW

9. Debit card transactions can be either “one-time” or “recurring.” One-time transactions are unique transactions not scheduled to regularly reoccur. Recurring transactions, on the other hand, are scheduled to regularly reoccur. Recurring transactions are often automatically charged on a prearranged schedule. Examples of recurring transactions include gym memberships, cable bills, cell phone bills, utility bills, monthly magazine subscriptions, streaming content service memberships like Netflix, and insurance premiums.

10. Lyft and Uber are well known ride-sharing services that are used across the country. There is no mystery about what their business is: one-time ride-shares. Lyft and Uber are not subscription services wherein customers pay a monthly fee. Such transactions do not occur automatically, do not occur on a prearranged schedule, are not for a set amount, and only occur on a per-ride basis.

11. Even though TD Bank knows that Lyft and Uber customers pay per ride, and do not pay recurring pre-arranged fees, it repeatedly charges overdraft fees for these one-time debit card transactions.

12. TD’s PDAA (the version dated June 2013 appears to be applicable and is cited hereinafter and attached as Exhibit A) states, in pertinent part:

Overdrafts

An overdraft is an advance of funds that greater than the amount that has become available in accordance with the Bank’s Funds Availability Policy, made by us to you, at our sole discretion. Overdrafts may include advances to cover a check, in-person withdrawal, ATM withdrawal, or a withdrawal by other electronic means from your Account. We may demand immediate repayment of any overdraft and charge you an overdraft fee (see Personal Fee Schedule).

You may overdraw your account by up to \$5 per day without being charged a fee. If you negative available balance exceeds \$5 at the end of the day, we will charge you for each transaction that overdraws your account (see “Important Information

for Consumers about your TD Bank Checking Account” brochure for more information).

Exh. A, p. 14.

13. “Important Information for Consumers About Your TD Bank Checking Account,” (attached as Exhibit B) which is incorporated by reference in the PDAA, states, in pertinent part:

WHAT YOU NEED TO KNOW ABOUT OVERDRAFTS AND OVERDRAFT FEES.

As a convenience to our valued Customers, we offer an overdraft service called *TD Debit Card AdvanceSM* with our personal checking accounts. With this option, we may authorize debit card purchases or ATM transactions even when you do not have enough money available in your account so you may be able to complete your transaction, but it may result in a fee. **We do not authorize and pay such overdrafts unless you choose to enroll in TD Debit Card Advance. If you want TD Bank to authorize and pay overdrafts on your ATM and one-time debit card transactions (or change your enrollment status at any time), stop by any TD Bank, call us at 1-888-751-9000, or connect to bank.com.** Please read below for information about our overdraft practices.

Exh. B, p. 2.

14. TD Bank continues as follows:

Overview

An overdraft occurs when you do not have enough money available in your account to cover a transaction, but we pay it anyway. We can cover your overdrafts in two different ways.

1. We have standard overdraft practices that come with your account.
2. We also offer overdraft protection plans, such as a link to a savings account, which may be less expensive than our standard overdraft practices. To learn more, ask us about these plans.

This notice explains our standard overdraft practices.

STANDARD OVERDRAFT PRACTICES

What are the standard overdraft practices that come with my account?

We may, at our discretion, authorize and pay overdrafts for the following types of transactions:

- Checks and other transactions made using your checking account number
- Automatic bill payments
- Online Banking transfers and payments made through Bill Pay
- Recurring debit card transactions
- External transfers to other institutions and payments to other people
- Telephone Transfers

We may not authorize and pay overdrafts for the following types of transactions unless you ask us to:

- One-time debit card transactions.
- ATM transactions.

Exh. B, p. 2.

If you want TD Bank to authorize and pay overdrafts on these transactions, enroll in TD Debit Card Advance.

If we do not authorize and pay an overdraft, your transaction will be declined.

If a merchant receives authorization for a purchase, TD Bank can not return that transaction unpaid even if your account is not in good standing.

We pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transactions.

For example, we typically do not pay overdrafts if your account is not in good standing, or you are not making regular deposits, or you repeatedly overdraft.

Exh. B, p. 3.

15. In the TD Simple Checking Account Guide (the version dated August 2014 appears to be applicable and has been cited hereinafter and attached as Exhibit C), TD Bank represents the following with respect to “Overdraft options for Customers with debit cards”:

Option A (default) – You do not enroll in TD Debit Card Advance SM	This means your account is set up to decline any ATM or one-time debit card transactions that may overdraw your account. Since these transactions will be declined when you have insufficient available funds, you will not be charged the overdraft-paid fees for ATM or one-time debit card transactions. We may authorize and pay overdrafts for other transaction types.
Option B – You enroll in TD Debit Card	This means you choose to allow TD Bank to

Advance	authorize one-time debit card purchases and ATM transactions when you do not have enough money available in your account. Whether an overdraft will be paid is at our discretion, and we reserve the right not to pay. \$35 each time we pay an overdraft, up to 5 overdraft fees per Business Day.
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Exh. C, p. 2; *see also* TD Premier CheckingSM Account Guide (dated August 2014) (attached hereto as Exhibit D); *see also* TD Convenience CheckingSM Account Guide (dated August 2014) (attached hereto as Exhibit E).

16. TD Bank represents the following in its Frequently Asked Questions:

What happens to my debit card withdrawals and purchases if I don't enroll in TD Debit Card Advance?

If you do not choose to enroll in TD Debit Card Advance, your one-time debit or ATM transactions may be declined the moment you swipe your card if you do not have enough money available in your checking account and no fee will be assessed. We may authorize and pay overdrafts for your other transaction types at our discretion.

See TD Bank Webpage (found at <http://www.tdbank.com/popup/TDAFAQ.html>) (attached hereto as Exhibit F).

17. Thus, if at the time of the transaction there is not enough money in the account, the transaction should be declined by TD and at the point of sale. However, TD Bank authorizes the Uber and Lyft transactions that put the account into overdraft and the transaction goes through, depleting the consumer's account to below negative. TD Bank is not allowed to charge an overdraft fee for the offending transaction as it promises in its PDAA, the "Important Information for Consumers About Your TD Bank Checking Account" brochure incorporated therein, its Checking Account Guides, and other marketing materials; however, TD Bank does assess an overdraft fee in the amount of \$35.00.

18. In connection with the marketing of its bank accounts, Defendant represents that,

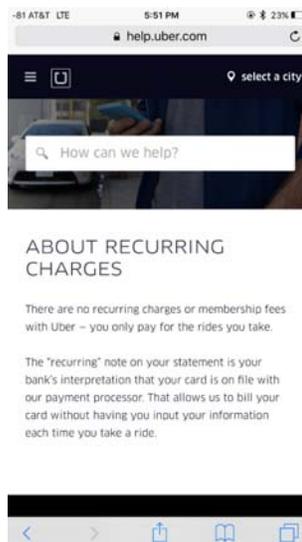
as part of its standard overdraft practices that come with the TD Bank accounts, it will decline one-time debit card transactions at the point of sale that put the account into overdraft and will not charge overdraft fees on such one-time debit card transactions; however, Defendant does not decline at the point of sale one-time debit card Uber and Lyft transactions that put an account into overdraft and, in fact, charges an overdraft fee on such one-time debit card transactions.

19. Furthermore, even though Defendant promises customers who do not opt into Debit Card Advance that it will not authorize one-time debit card transactions that would put an account in overdraft and will not assess an overdraft fee, Defendant, as a matter of bank policy, does authorize one-time Uber and Lyft ride transactions that put an account into overdraft and does charge accountholders overdraft fees based on them.

20. TD Bank knows or should know that people transacting for a one-time ride are making a one-time purchase.

21. Uber represented that “the recurring note on your statement is your bank’s interpretation that your card is on file with our payment processor.”

22. In particular, in or about May of 2016, Uber had the following representation on its website, which has subsequently been removed:



NAMED PLAINTIFF FACTS

23. Plaintiff became a TD Bank customer and contracted with TD as embodied in the PDAA and the “Important Information for Consumers About Your TD Bank Checking Account” brochure incorporated by reference therein. Plaintiff’s PDAA and incorporated brochure contain a promise that TD will decline one-time debit card transactions that put the account into overdraft and will not assess overdraft fees on any one-time debit card transactions. At all relevant times, Plaintiff declined to opt her account into TD Debit Card Advance. As a result, one-time debit card transactions that put her account into overdraft should be declined at the point of sale and she should not incur overdraft fees based on any such transactions. This is not what has occurred.

24. For example, on or about March 14, 2016, Plaintiff made a one-time payment with her TD Bank debit card to Uber in the amount of \$7.53 for an Uber ride and, on or about March 14, 2016, Plaintiff made a one-time payment with her TD Bank debit card to Uber in the amount of \$8.21 for an Uber ride.

25. Instead of declining the two transactions, TD Bank approved the transactions and Uber processed the payments, putting Plaintiff’s account into overdraft.

26. On or about March 15, 2016, TD Bank charged Plaintiff two \$35.00 overdraft fees for the one-time debit card transactions with Uber and seized the \$70.00 from the next deposit made to her account.

CLASS ACTION ALLEGATIONS

27. Plaintiff brings this action individually and on behalf of all others similarly situated pursuant to Fed. R. Civ. P. 23. The Classes include:

The National Class

All holders of a TD Bank, N.A. checking and/or money market account who, within the applicable statutes of limitations preceding the filing of this lawsuit, incurred one or more overdraft fees on Uber or Lyft transactions while not enrolled in TD Debit Card Advance.

The Connecticut Class

All holders of a TD Bank, N.A. checking and/or money market account in Connecticut who, within the applicable statutes of limitations preceding the filing of this lawsuit, incurred one or more overdraft fees on Uber or Lyft transactions while not enrolled in TD Debit Card Advance.

28. Excluded from the Classes are:

- a. Defendant and any entities in which Defendant has a controlling interest;
- b. Any entities in which Defendant's officers, directors, or employees are employed

and any of the legal representatives, heirs, successors, or assigns of Defendant;

- c. All current employees of Defendant;

- d. The Judge(s) to whom this case or any transferred case is assigned and any member of the Judges' immediate family and any other judicial officer assigned to this case or any transferred case;

- e. Any attorneys representing Plaintiff or the Classes; and

- f. All governmental entities.

29. Plaintiff reserves the right to modify or amend the definitions of the proposed Classes and/or to add Subclasses if necessary before the Court determines whether certification is appropriate and as the Court may otherwise allow.

30. This case is properly brought as a class action under Fed. R. Civ. P. 23(a), (b)(2), (b)(3), and (c)(4), and all requirements therein are met for the reasons set forth in the following paragraphs.

31. **Numerosity. Fed. R. Civ. P. 23(a)(1).** The members of the Classes are so

numerous that separate joinder of each member is impracticable. While Plaintiff does not know the exact number of Class members, Plaintiff believes there are (at least) thousands of members in each Class, the identity of whom are within the exclusive knowledge of and can be ascertained only by resort to TD Bank's records. Undoubtedly, individual joinder in this case is impracticable. TD Bank has the administrative capability through its computer systems and other records to identify all members of the Classes, and such specific information is not otherwise available to Plaintiff. More than one thousand Class members is sufficient to satisfy numerosity under Fed. R. Civ. P. 23(a)(1).

32. **Commonality and Predominance. Fed. R. Civ. P. 23(a)(2) and (b)(3).** There are several questions of law and fact common to the claims of Plaintiff and the members of the Classes. All of the members of the Classes' claims are based upon the same facts and circumstances. Fed. R. Civ. P. 23(a)(3). The questions of law and fact common to the members of the Classes predominate over any questions affecting only individual members of the Classes. The resolution of common questions in this case will resolve the claims of both Plaintiff and the Classes. Common questions include, but are not limited to, the following:

a. Whether TD Bank improperly charges overdraft fees on one-time debit card transactions for Uber and/or Lyft rides;

b. Whether TD Bank breaches the PDAA, including through incorporation by reference of the "Important Information for Consumers About Your TD Bank Checking Account" brochure, or Account Guide by charging an overdraft fee on one-time debit card transactions for Uber and/or Lyft rides;

c. Whether TD Bank engages in unfair and/or deceptive trade practices in violation of the New Jersey Consumer Fraud Act, the Connecticut Unfair Trade Practices Act, and/or

various other states' unfair and/or deceptive trade practices acts by engaging in the trade practices alleged herein; and/or

d. Whether Plaintiff and other members of the Classes have been damaged as a result of TD Bank's wrongful business practices described herein, and the proper measure of damages.

33. **Typicality. Fed. R. Civ. P. 23(a)(3).** The claims of Plaintiff are typical of the claims of the respective Classes. The claims of the Plaintiff and the respective Classes are based on the same legal theories and arise from the same unlawful and willful conduct of Defendant, resulting in the same injury to the Plaintiff and the respective Classes. Plaintiff and all members of the Classes are similarly affected by Defendant's wrongful conduct and were damaged in the same way.

34. **Adequacy. Fed. R. Civ. P. 23(a)(4).** Plaintiff is an adequate representative of the Classes because Plaintiff's claims arise out of the same common course of conduct giving rise to the claims of the other members of the Classes. Plaintiff falls within each class definition and Plaintiff's interests do not conflict with the interests of the members of the Classes Plaintiff seeks to represent. Plaintiff is passionate about this litigation personally and will prosecute this action vigorously for the benefit of the members of the Classes. Plaintiff has proven herself to be active and involved as a class representative in separate litigation against TD Bank. Plaintiff is represented by experienced and able attorneys from coordinated law firms. Plaintiff's counsel are competent and experienced in the prosecution of class action litigation, and Plaintiff's counsel intends to prosecute this action vigorously for the benefit of the members of the Classes. Indeed, several lawyers representing Plaintiff have litigated other class actions against TD Bank, some of which have lasted years. Plaintiff and her counsel can fairly and adequately protect the

interests of all of the members of the Classes. Neither Plaintiff nor her counsel have any interest adverse to those of the other members of the Classes.

35. **Superiority. Fed. R. Civ. P. 23(b)(3).** Class action treatment is a superior method for the fair and efficient adjudication of this controversy, in that, among other things, such treatment will permit a large number of similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently, and without the unnecessary duplication of evidence, effort, and expense that numerous individual actions would engender. The benefits of proceeding through the class mechanism, including providing injured persons or entities with a method for obtaining redress for claims that it might not be practicable to pursue individually, substantially outweigh any difficulties that may arise in management of this class action.

36. Pursuing this litigation without the Class action vehicle would require litigation of claims that, in view of the expense of the litigation, may be insufficient in amount to support separate actions. Individual litigation of each member of the Classes' claims would be impracticable and individual litigation would be unduly burdensome to the courts. Without the class action vehicle, the Classes would have no reasonable remedy and would continue to suffer losses, as Defendant continues to engage in the bad faith, unlawful, unfair, and deceptive conduct that is the subject of this Complaint, and Defendant would be permitted to retain the proceeds of its breaches. Absent a class action, the members of the Classes would find the cost of litigating their claims to be prohibitive, and will have no effective remedy. The class treatment of common questions of law and fact is also superior to multiple individual actions or piecemeal litigation in that it conserves the resources of the courts and the litigants, and promotes consistency and efficiency of adjudication.

37. Injunctive and Declaratory Relief is Appropriate. Fed. R. Civ. P. 23(b)(1).

The prosecution of separate actions by individual members of the Classes would create a risk of:

a. Inconsistent or varying adjudications with respect to individual members of the respective Classes which would establish incompatible standards of conduct for the Defendant; and

b. Adjudications with respect to individual members of the respective Classes which would, as a practical matter, be dispositive of the interests of the other members not parties to the adjudications or substantially impair or impede their ability to protect their interests.

38. Policies Generally Applicable to the Classes. Fed. R. Civ. P. 23(b)(2).

Defendant has acted or refused to act on grounds generally applicable to the classes, thereby requiring the Court's imposition of uniform relief to ensure compatible standards of conduct toward the members of the Classes, and making final injunctive relief appropriate with respect to each of the Classes as a whole. Defendant's practices challenged herein apply to and affect the members of the Classes uniformly, and Plaintiff's challenge of those practices hinge on Defendant's conduct with respect to the Classes as a whole, not on facts or law applicable only to Plaintiff.

39. Certification of Particular Issues. Fed. R. Civ. P. 23(c)(4). Issue certification is also appropriate because the following particular issues (among others) exist that may be brought or maintained as a class action:

a. Whether TD Bank improperly charges overdraft fees on one-time debit card transactions for Uber and/or Lyft rides;

b. Whether TD Bank breaches the PDAA, including through incorporation by reference of the "Important Information for Consumers About Your TD Bank Checking

Account” brochure, or Account Guide by charging an overdraft fee on one-time debit card transactions for Uber and/or Lyft rides;

c. Whether TD Bank engages in unfair and/or deceptive trade practices in violation of the New Jersey Consumer Fraud Act, the Connecticut Unfair Trade Practices Act, and/or various other states’ unfair and/or deceptive trade practices acts by engaging in the trade practices alleged herein; and/or

d. Whether Plaintiff and other members of the Classes have been damaged as a result of TD Bank’s wrongful business practices described herein, and the proper measure of damages.

40. All conditions precedent to bringing this action have been satisfied and/or waived.

CAUSES OF ACTION

COUNT I

BREACH OF CONTRACT

(On Behalf of Plaintiff and the National and Connecticut Class)

41. Plaintiff realleges and incorporates by reference each of the preceding allegations as if fully set forth herein.

42. Plaintiff alleges this claim individually and on behalf of the National Class and Connecticut Class.

43. Plaintiff and TD Bank contracted for checking account and debit card services, as embodied in the PDAA, including those documents incorporated by reference therein, including the “Important Information for Consumers About Your TD Bank Checking Account” brochure.

44. The PDAA states that TD Bank will not assess overdraft fees on any one-time debit card transactions.

45. TD Bank breached the contract when it charged overdraft fees on one-time debit card transactions for Uber and/or Lyft rides.

46. Plaintiff and members of the Classes have performed all of the obligations imposed on them pursuant to the PDAA, including those documents incorporated by reference therein.

47. Plaintiff and members of the putative Classes have sustained monetary damages as a result of Defendant's breach.

COUNT II

VIOLATION OF THE NEW JERSEY CONSUMER FRAUD ACT, N.J.S.A. §§ 56:8-1, *et seq.* (On Behalf of All Classes)

48. Plaintiff realleges and incorporates by reference each of the preceding allegations as if fully set forth herein.

49. Plaintiff brings this Count on behalf of the Nationwide Class and the Connecticut Class.

50. The New Jersey Consumer Fraud Act, N.J.S.A. §§ 56:8-1, *et seq.* ("NJ CFA" or "act"), prohibits unconscionable commercial practices, false promises, misrepresentations, or the knowing, concealment, suppression, or omission of any material fact with intent that others rely upon such concealment, suppression, or omission, in connection with the sale or advertisement of any merchandise.

51. In the course of Defendant's business, Defendant violated the act by willfully failing to disclose and actively concealing that (a) Defendant will not decline one-time debit Uber or Lyft transactions of consumers that put a consumer's account into overdraft; and that (b) Defendant will instead allow the Uber or Lyft transaction to go through and impose a \$35.00

overdraft fee.

52. In addition, in connection with the marketing of its bank accounts, Defendant's representation that, as part of its standard overdraft practices that come with the TD accounts, it will decline one-time debit card transactions at the point of sale that put the account into overdraft and will not charge overdraft fees on such one-time debit card transactions constitutes unconscionable, unfair, deceptive, and/or misleading business practice in violation of the consumer protection statute because Defendant does not decline at the point of sale one-time debit card Uber and Lyft transactions that put an account into overdraft and charge an overdraft fee on such one-time debit card transactions.

53. Defendant further violated the act by misrepresenting that: (a) Defendant will decline one-time debit card transactions of consumers that put a consumer's account into overdraft; and (b) Defendant will not allow the one-time debit card transactions to go through; and (c) will not impose a \$35.00 overdraft fee – when, in fact – (i) Defendant will not decline one-time debit Uber or Lyft transactions of consumers that put a consumer's account into overdraft; and (ii) Defendant will instead allow the one-time debit card Uber or Lyft transaction to go through and impose a \$35.00 overdraft fee.

54. Defendant further violated the act by advertising its accounts and its standard overdraft service as part of a plan or scheme not to sell the item or service so advertised. In particular, Defendant promised that its accounts with standard overdraft status would decline one-time debit card transactions that put an account into overdraft and would not charge an overdraft fee. Instead, the TD accounts with standard overdraft status provided to Plaintiff and the Classes fail to decline one-time debit card Uber and Lyft transactions that put an account into overdraft. Additionally, the TD account is different than what was advertised because it charges

an overdraft fee on Uber or Lyft transactions that put an account into overdraft when such a transaction goes through.

55. Defendant further violated the act by advertising its accounts and its standard overdraft service as part of a plan or scheme not to sell the item the advertised price. Defendant advertised that its bank accounts with standard overdraft practices would not to charge an overdraft fee on a one-time debit card transaction that puts an account into overdraft status. Instead, Defendant charges \$35.00 per overdraft on Uber and Lyft one-time debit card transactions that put an account into overdraft.

56. By failing to disclose that one-time debit card transactions with Uber or Lyft will be subject to overdraft fees, even though they are not recurring transactions, and that the transactions will go through and not be declined, and that the consumer will be charged an overdraft fee, Defendant engaged in an unconscionable, unfair, deceptive, and/or misleading business practice.

57. Further, Defendant's acts and practices described herein offend established public policy because the harm they cause to consumers outweighs any benefit associated with such practices, and because Defendant fraudulently concealed the true nature of its practices.

58. Defendant's actions as set forth above occurred in the conduct of trade or commerce.

59. Defendant's unconscionable, unfair, fraudulent, and/or deceptive acts or practices were likely to and did in fact deceive reasonable consumers.

60. Defendant intentionally and knowingly misrepresented and/or intentionally and knowingly omitted material facts regarding its accounts and its overdraft practices with an intent to mislead Plaintiff and the Classes.

61. Defendant knew or should have known that its conduct violated the New Jersey CFA.

62. Defendant owed Plaintiff and the Classes a duty to disclose the truth about its bank accounts with standard overdraft practices because Defendant:

a. Possessed exclusive knowledge that (i) Defendant will not decline one-time debit Uber or Lyft transactions of consumers that put a consumer's account into overdraft; and (ii) Defendant will instead allow the Uber or Lyft transaction to go through and impose a \$35.00 overdraft fee.

b. Intentionally concealed the foregoing from Plaintiff and the Classes; and/or

c. Made incomplete representations that it will decline one-time debit card transactions that put an account into overdraft and not charge an overdraft fee on one-time debit card transactions that put an account into overdraft, while purposefully withholding material facts from Plaintiff and the Classes that contradicted these representations, namely that Defendant will not decline Uber or Lyft one-time debit card transactions that put an account into overdraft and that Defendant will charge an overdraft fee on Uber or Lyft one-time debit card transactions that put an account into overdraft.

63. Defendant had a duty to disclose that (i) Defendant will not decline one-time debit card Uber or Lyft transactions of consumers that put a consumer's account into overdraft; and (ii) Defendant will instead allow the Uber or Lyft transaction to go through and impose a \$35.00 overdraft fee, because Plaintiff and the other members of the Classes relied on Defendant's material representations that (i) Defendant will decline one-time debit card transactions of consumers that put a consumer's account into overdraft; and (ii) Defendant will not allow the one-time debit card Uber or Lyft transaction to go through; and (iii) Defendant will not impose a

\$35.00 overdraft fee.

64. Defendant's conduct proximately caused injuries to Plaintiff and the other members of the Classes.

65. Plaintiff and the other members of the Classes were injured and suffered ascertainable loss, injury-in-fact, and/or actual damage as a proximate result of Defendant's conduct in that Plaintiff's and the other Class members' one-time debit card transactions for Uber or Lyft rides should have been declined at the point of sale and Plaintiff and the other members of the Classes would not have been charged an overdraft fee.

66. These injuries are the direct and natural consequence of Defendant's misrepresentations and omissions.

67. Defendant's violations present a continuing risk to Plaintiff as well as to the general public. Defendant's unlawful acts and practices complained of herein affect the public interest.

68. Pursuant to N.J.S.A. § 56:8-20, Plaintiff will serve the New Jersey Attorney General with a copy of this Complaint within 10 days of filing.

COUNT III

CONNECTICUT UNFAIR TRADE PRACTICES ACT CONN. GEN. STAT. ANN. § 42-110b(a) (On Behalf of Plaintiff and the Connecticut Class)

69. Plaintiff realleges and incorporates by reference each of the preceding allegations as if fully set forth herein.

70. Plaintiff brings this Count on behalf of the Connecticut Class.

71. Plaintiff and Defendant are each "persons" as defined by CONN. GEN. STAT. ANN. § 42-110a(3).

72. The Connecticut Unfair Trade Practices Act (“Connecticut UTPA”) provides that “[n]o person shall engage in unfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce.” CONN. GEN. STAT. ANN. § 42-110b(a).

73. The Connecticut UTPA further provides a private right of action under CONN. GEN. STAT. ANN. § 42-110g(a). In the course of Defendant’s business, it willfully failed to disclose and actively concealed that (a) Defendant will not decline one-time debit Uber or Lyft transactions of consumers that put a consumer’s account into overdraft; and (b) Defendant will instead allow the Uber or Lyft transaction to go through and impose a \$35.00 overdraft fee.

74. In addition, in connection with the marketing of its bank accounts, Defendant’s representation that, as part of its standard overdraft practices that come with the accounts, it will decline one-time debit card transactions at the point of sale that put the account into overdraft and that Defendant will not charge overdraft fees on such one-time debit card transactions constitutes unconscionable, unfair, deceptive, and/or misleading business practice.

75. Defendant fraudulently concealed the fact that (a) Defendant will not decline one-time debit Uber or Lyft transactions of consumers that put a consumer’s account into overdraft; and (b) Defendant will instead allow the Uber or Lyft transaction to go through and impose a \$35.00 overdraft fee.

76. Defendant has also engaged in deceptive conduct because (1) it made representations, omissions, and/or engaged in other conduct likely to mislead consumers; (2) consumers interpret the message reasonably under the circumstances; and (3) the misleading representation, omission, or practice is material – that is, likely to affect consumer decisions or conduct.

77. In opening a TD account and declining enrollment into TD Debit Card Advance,

Plaintiff and the other Connecticut Class members were deceived by Defendant's failure to disclose that (a) Defendant will not decline one-time debit Uber or Lyft transactions of consumers that put a consumer's account into overdraft; and (b) Defendant will instead allow the Uber or Lyft transaction to go through and impose a \$35.00 overdraft fee.

78. Additionally, Defendant engaged in an unlawful practice in violation of the Connecticut UTPA by advertising its account with standard overdraft service as part of a plan or scheme not to sell the item or service so advertised. In particular, Defendant promised that its account and standard overdraft practice would decline one-time debit card transactions that put an account into overdraft and would not charge an overdraft fee. Instead, the account and standard overdraft practices provided to Plaintiff and the Classes fail to decline one-time debit card Uber and Lyft transactions that put an account into overdraft. Additionally, the account and standard overdraft practices provided to Plaintiff and the Classes are different than advertised because they charge an overdraft fee on Uber or Lyft transactions that put an account into overdraft when such a transaction goes through.

79. Additionally, Defendant engaged in an unlawful practice in violation of the Connecticut UTPA by advertising its account and its standard overdraft service as part of a plan or scheme not to sell the item the advertised price. Defendant advertised its bank account and standard overdraft practices that it would not to charge an overdraft fee on a one-time debit card transaction that puts an account into overdraft status. Instead, Defendant charges \$35.00 per overdraft on Uber and Lyft one-time debit card transactions that put an account into overdraft.

80. By failing to disclose that one-time debit card transactions with Uber or Lyft, even though non-recurring, will go through even against a negative balance, and the consumer will be charged an overdraft fee, Defendant engaged in an unconscionable, unfair, deceptive,

and/or misleading business practice.

81. Accordingly, Defendant engaged in unfair and deceptive trade practices because its conduct (1) offends public policy as it has been established by statutes, the common law, or other established concept of unfairness, (2) is immoral, unethical, oppressive, or unscrupulous; and/or (3) causes substantial injury to consumers, competitors, or other business persons. The harm caused to consumers outweighs any benefit associated with such practices.

82. Plaintiff and the Connecticut Class members reasonably relied upon Defendant's false misrepresentations. They had no way of knowing that Defendant's representations were false and gravely misleading. As alleged herein, Defendant engaged in extremely sophisticated methods of deception. Plaintiff and the Connecticut Class members did not, and could not, unravel Defendant's deception on their own.

83. Defendant's actions as set forth above occurred in the conduct of trade or commerce.

84. Defendant's unfair or deceptive acts or practices were likely to and did in fact deceive reasonable consumers.

85. Defendant intentionally and knowingly misrepresented and/or intentionally and knowingly omitted material facts regarding the nature of its accounts and the nature of TD Bank's standard overdraft practices with an intent to mislead Plaintiff and the Connecticut Class.

86. Defendant knew or should have known that its conduct violated the Connecticut UTPA.

87. Defendant owed Plaintiff and the Connecticut Class a duty to disclose the truth about its accounts and standard overdraft practices because Defendant:

- a. Possessed exclusive knowledge that (i) Defendant will not decline one-time debit

Uber or Lyft transactions of consumers that put a consumer's account into overdraft; and (ii) Defendant will instead allow the Uber or Lyft transaction to go through and impose a \$35.00 overdraft fee;

b. Intentionally concealed the foregoing from Plaintiff and the Connecticut Class; and/or

c. Made incomplete representations that it will decline one-time debit card transactions that put an account into overdraft and not charge an overdraft fee on one-time debit card transactions that put an account into overdraft, while purposefully withholding material facts from Plaintiff and the Classes that contradicted these representations, namely that Defendant will not decline Uber or Lyft one-time debit card transactions that put an account into overdraft and will charge an overdraft fee on Uber or Lyft one-time debit card transactions that put an account into overdraft.

88. Defendant had a duty to disclose that (i) Defendant will not decline one-time debit card Uber or Lyft transactions of consumers that put a consumer's account into overdraft; and (ii) Defendant will instead allow the Uber or Lyft transaction to go through and impose a \$35.00 overdraft fee, because Plaintiff and the other Connecticut Class members relied on Defendant's material representations that (i) Defendant will decline one-time debit card transactions of consumers that put a consumer's account into overdraft; and (ii) Defendant will not allow the one-time debit card Uber or Lyft transaction to go through; and (iii) will not impose a \$35.00 overdraft fee.

89. Defendant's conduct proximately caused injuries to Plaintiff and the other Connecticut Class members.

90. Plaintiff and the other Connecticut Class members were injured and suffered

ascertainable loss, injury-in-fact, and/or actual damage as a proximate result of Defendant's conduct in that Plaintiff's and the other Class members' one-time debit card transaction for an Uber or Lyft ride should have been declined at the point of sale and Plaintiff and the other Class members would not have been charged an overdraft fee.

91. These injuries are the direct and natural consequence of Defendant's misrepresentations and omissions.

92. Defendant's violations present a continuing risk to Plaintiff as well as the general public. Defendant's unlawful acts and practices complained of herein affect the public interest.

93. Plaintiff and the other Class members sustained damages as a result of Defendant's unlawful acts, and are therefore entitled to damages and other relief as provided under the Connecticut UTPA.

94. Plaintiff also seeks court costs and attorneys' fees as a result of Defendant's violation of the Connecticut UTPA as provided in CONN. GEN. STAT. ANN. § 42-110g(d). A copy of this Complaint has been mailed to the Attorney General and the Commissioner of Consumer Protection of the State of Connecticut in accordance with CONN. GEN. STAT. ANN. § 42-110g(c).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf all others similarly situated, prays for judgment against Defendant granting the following relief:

- a. Certifying this case as a class action pursuant to Fed. R. Civ. P. 23;
- b. Appointing Plaintiff as representative for the Classes;
- c. Appointing Plaintiff's Counsel as Class Counsel to represent the Classes;
- d. Awarding actual and/or statutory damages for injuries suffered by Plaintiff and

the Classes in the maximum amount permitted by applicable law (including twice the amount of usurious interest paid);

e. Awarding all recoverable compensatory and other damages sustained by Plaintiff and the Classes;

f. Awarding restitution and disgorgement of all amounts obtained by Defendant as a result of its misconduct, together with interest thereon from the date of payment, to the victims of such violations;

g. An order (1) requiring Defendant to immediately cease its wrongful conduct as set forth above; (2) enjoining Defendant from continuing to conceal material information and conduct business via the unlawful, unfair, deceptive, and/or misleading business acts and practices complained of herein; (3) ordering Defendant to engage in a corrective notice campaign; and/or (4) requiring Defendant to refund to Plaintiff and all members of the Classes any overdraft fees charged on one-time debit card transactions for Uber and/or Lyft rides;

h. Statutory pre-judgment and post-judgment interest on any amounts;

i. Payment of reasonable attorneys' fees and costs as may be allowable under applicable law; and/or

j. Such other relief as the Court may deem just and proper.

DEMAND FOR JURY TRIAL

95. Plaintiff, individually and on behalf of all others similarly situated, demands a trial by jury on all causes of action so triable.

Dated: December 5, 2017

Respectfully Submitted,

By: s/Joseph G. Sauder

Joseph G. Sauder (NJ Bar No. 030791998)
Matthew D. Schelkopf (NJ Bar No. 030362002)
MCCUNE WRIGHT AREVALO, LLP
555 Lancaster Avenue
Berwyn, Pennsylvania 19312
Tele: (610) 200-0339
Email: jgs@mccunewright.com
mds@mccunewright.com

Richard D. McCune (*Pro Hac Vice Admission to be filed*)
Michele M. Vercoski (NJ Bar No. 031012004)
Jae K. "Eddie" Kim (*Pro Hac Vice Admission to be filed*)
MCCUNE WRIGHT AREVALO, LLP
3281 East Guasti Road, Suite 100
Ontario, California 91761
Tele: (909) 557-1250
Email: rdm@mccunewright.com
mmv@mccunewright.com
jkk@mccunewright.com

E. Adam Webb (*Pro Hac Vice Admission to be filed*)
G. Franklin Lemond (*Pro Hac Vice Admission to be filed*)
WEBB, KLASE & LEMOND, LLC
1900 The Exchange, SE, Suite 480
Atlanta, Georgia 30339
Tele: (770) 444-0773
Email: Adam@WebbLLC.com
Franklin@WebbLLC.com

Jeff Ostrow (*Pro Hac Vice Admission to be filed*)
Jonathan M. Streisfeld (*Pro Hac Vice Admission to be filed*)
KOPELOWITZ OSTROW
FERGUSON WEISELBERG GILBERT
1 West Las Olas Blvd., 5th Floor
Ft. Lauderdale, Florida 33301
Tele: (954) 525-4100
Email: ostrow@kolawyers.com
streisfeld@kolawyers.com

Hassan A. Zavareei (*Pro Hac Vice Admission to be filed*)
TYCKO & ZAVAREEI LLP
2000 L Street, N.W., Suite 808
Washington, D.C. 20036
Tele: (202) 973-0900
Email: hzavareei@tzlegal.com

Jeffrey D. Kaliel (*Pro Hac Vice Admission to be filed*)
KALIEL PLLC
1875 Connecticut Avenue NW, 10th Floor
Washington, DC 20009
Tele: (202) 615-3948
Email: jkaliel@kaliellpc.com

Taras Kick (*Pro Hac Vice Admission to be filed*)
THE KICK LAW FIRM
815 Moraga Drive
Los Angeles, California 90049
Tele: (310) 395-2988
Email: Taras@kicklawfirm.com

Francis J. "Casey" Flynn, Jr. (*Pro Hac Vice Admission to be filed*)
LAW OFFICE OF FRANCIS J. FLYNN, JR.
6220 West Third St. #115
Los Angeles, California 90036
Email: francisflynn@gmail.com

Corey D. Sullivan (*Pro Hac Vice Admission to be filed*)
SULLIVAN LAW & ASSOCIATES
1336 E. Allendale Drive
Bloomington, Indiana 47401
Email: sullivcd@gmail.com

Tiffany M. Yiatras (*Pro Hac Vice Admission to be filed*)
CONSUMER PROTECTION LEGAL, LLC
308 Hutchinson Road
Ellisville, Missouri 63011
Tele: (314) 541-0317
Email: tiffany@consumerprotectionlegal.com

**ATTORNEYS FOR PLAINTIFF AND PROPOSED
CLASSES**

Exhibit A

Personal Deposit Account Agreement

General Information

1-888-751-9000

www.tdbank.com



America's Most Convenient Bank®



America's Most Convenient Bank®

Definitions

Throughout this Agreement, unless otherwise indicated, the following words have the meanings given to them below:

- a) **"Account"** means your Checking Account, Money Market Account, personal CD Account and/or Savings Account with us, as applicable, unless limited by the heading under which it appears.
- b) **"Business Day"** means every day, except Saturdays, Sundays, and federal holidays.
- c) **"Calendar Day"** means every day, including Saturdays, Sundays, and federal holidays.
- d) **"Bank," "we," "us," "our"** and **"TD Bank"** refer to TD Bank, N.A.
- e) **"You"** and **"your"** mean each depositor who opens an Account, and any joint owner of each Account.
- f) **"Store"** means a branch office.

Part I: Personal Deposit Account Terms and Conditions

By opening and maintaining an Account with the Bank, you agree to the provisions of this Agreement, so you should read this Agreement thoroughly and keep it with other important records. From time to time, we may offer new types of Accounts and may cease offering some types of Accounts. This Agreement governs all of these new types of Accounts, and continues to govern any Accounts you may have that we no longer offer. If and to the extent the provisions of this Agreement vary from the provisions of the Uniform Commercial Code as adopted in the jurisdiction where your Account was opened, the terms and conditions of this Agreement shall control.

This Agreement includes your promise to pay the charges listed on the Personal Fee Schedule and Account Maintenance Information grid and your permission for us to deduct these charges, as earned, directly from your Account. You also agree to pay any additional reasonable charges we may impose for services you request which are not contemplated by this Agreement but are disclosed in our Personal Fee Schedule which may be amended from time to time. Each of you agrees to be jointly and severally liable for any Account deficit resulting from charges or overdrafts, whether caused by you or another authorized to withdraw from your Account, together with the costs we incur to collect the deficit, including, to the extent permitted by law, our reasonable attorneys' fees.

You agree to use the Account only for lawful purposes, and you acknowledge and agree that "restricted transactions" as defined in the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG issued thereunder are prohibited from being processed through your Account or any relationship between

you and the Bank. In the event we identify a suspected restricted transaction, we may block or otherwise prevent or prohibit such transaction; and further, we may deny services to you, close the Account, or end the relationship. However, in the event that a charge or transaction described in this disclosure is approved and processed, you will still be liable for the charge.

Important information about Procedures for Opening a New Account

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. When you open an Account, we will ask for your name, legal address, date of birth, Social Security or Tax Identification Number, and other information that will allow us to identify you. We may also ask to see your driver's license or any other identifying documents.

Telephone Numbers

If you give a cell phone number directly to us, you consent to and agree to accept calls to your cell phone from us and our agents. For any telephone or cell phone calls placed to you by us or our agents, you consent and agree that those calls may be automatically dialed and/or may consist of pre-recorded messages.

Account Ownership

The following provisions explain the rules applicable to your Account depending on the form of ownership specified on the signature card. Only the portion corresponding to the form of ownership specified will apply.

Individual Account

An individual Account is issued to one person who does not intend (merely by opening the Account) to create any survivorship rights for any other person.

Joint Account – With Right of Survivorship

A joint Account is issued in the name of two or more persons. If more than one of you opens an Account and signs a signature card as a co-owner of the Account, the Account is a joint Account with right of survivorship. Each of you intends that, upon your death, the balance in the Account (subject to any previous pledge to which we have consented) will belong to the survivor(s), and we may continue to honor checks or orders drawn by, or withdrawal requests from, the survivor(s) after the death of any owner(s). If two or more of you survive, you will own the balance in the Account as joint tenants with right of survivorship. The following rules apply to all joint Accounts: (i) Deposits: All deposits are the property of all of the owners of the Account. Each owner of a joint Account agrees that we may credit to the joint Account any

check or other item which is payable to the order of any one or more of you, even if the check or other item is endorsed by less than all or none of you. We may supply endorsements as allowed by law on checks or other items that you deposit to the Account. For certain checks, such as those payable by the government, we may require all payees to endorse the check for deposit. (ii) Orders: The Bank may release all or any part of the balance of the Account to honor checks, withdrawals, orders, or requests signed by any owner of the Account. Any one of you may close the Account. We may be required by service of legal process to hold or remit funds held in a joint Account to satisfy an attachment or judgment entered against, or other valid debt incurred by, any owner of the Account. None of you may instruct us to take away any of the rights of another. If there is a dispute among you, you must resolve it yourselves and the Bank does not have to recognize that dispute in the absence of any valid court order. Unless we receive written notice signed by any owner not to pay any joint deposit, we shall not be liable to any owner for continuing to honor checks or other orders drawn by, or withdrawal requests from, any owner; after receipt of any such written notice, we shall not be liable to any owner for refusing to pay any checks or honor any orders and we may require the written authorization of any or all owners for any further payments. (iii) Liability: Co-owners of a joint Account are jointly and severally liable for activity on this Account. In the event of any overdrafts on a joint Account, the joint owners agree that each owner shall be jointly and severally liable for the overdrafts in the joint Account, whether or not any particular owner: (a) created the overdraft, (b) had knowledge of the overdraft, (c) was involved in or participated in activity in the Account, or (d) derived any benefit from the overdraft.

No Two-Signer Accounts

We do not offer accounts on which two or more signatures are required for a check or other withdrawal. Notwithstanding any provisions to the contrary on any signature card or other agreement you have with us, you agree that if any Account purports to require two or more signers on items drawn on or withdrawals from the Account, such provision is solely for your internal control purposes and is not binding on us. If more than one person is authorized to write checks or draw items on your Account, you agree that we can honor checks signed by any Authorized Signer, even if there are two or more lines on the items for your signature and two signatures are required.

Trust Accounts

(i) Unwritten: If your Account is designated as a trust Account, in the absence of any written trust agreement provided to us at Account opening, this Account is deemed a Revocable Unwritten Trust, and you as trustee may withdraw all of the funds during your lifetime. In the event of your death, the

Account will belong to the person you named as Account beneficiary, if that person is still living. That Account beneficiary would have the sole right to withdraw the funds in the Account at anytime after your death (although the Bank may be entitled under applicable law to place a hold on the funds before payment to the beneficiary), but not before.

(ii) Written: If you have opened the Account as trustee of a written trust or as trustee pursuant to court order, only the trustee will be allowed to withdraw funds or otherwise transact business on the Account as designated by the trust instrument or court order. We can request a certified copy of any trust instrument or court order, but whether or not a copy is filed with us, we will not be held responsible or liable to any of the written trust's beneficiaries for the trustee's actions. Beneficiaries acquire the right to withdraw only as provided in the trust instrument or court order.

The person(s) creating either of these Trust Account types may make changes to the Account, including changes to the beneficiaries or the Account type, and may withdraw funds on deposit in the Account, only as permitted by the trust instrument or court order.

Some jurisdictions have specific laws governing other specific types of fiduciary Accounts. If you establish one of these types of Accounts, you agree to comply with all of the laws applicable to such types of Accounts.

With all fiduciary and custody Accounts, regardless of whether a written trust instrument has been provided to us, the owners and beneficiaries of the Account agree that we will not be liable if the trustee or custodian commits a breach of trust or breach of fiduciary duty, or fails to comply with the terms of a written trust agreement or comply with applicable law. We are not responsible for enforcing the terms of any written trust agreement or applicable law against the trustee or custodian, and can rely on the genuineness of any document delivered to us, and the truthfulness of any statement made to us, by a trustee or custodian.

Uniform Gifts/Transfers To Minors Act Account

If your Account is opened under the Uniform Transfers to Minors Act or Uniform Gifts to Minors Act, the funds in the Account belong to the minor [depending on the jurisdiction in which you have opened such an Account and the circumstances, a minor may be a child under the age of eighteen (18) or under the age of twenty-one (21)] you have named. You must provide to us the minor's Social Security Number. You, as custodian, or the custodian you have named, may withdraw all of the funds in the Account at any time for the benefit of the minor you have named. Our contractual obligation to honor checks, orders, withdrawals or other requests related to the Account is with the custodian

only. In the event of the custodian's death, the person named as successor custodian (as provided by law) will succeed to these rights. When the minor reaches the age of majority applicable in his or her jurisdiction, or at another time determined by applicable law, the custodian shall transfer any funds remaining in the Account to the minor or to the minor's estate.

Deposit Policy

We will usually give you provisional credit for items deposited into your Account. However, we may delay or refuse to give you provisional credit if we believe in our discretion that your item will not be paid. We will reverse any provisional credit we have given for an item deposited into your Account if we do not receive final credit for that item and charge you a fee (see Personal Fee Schedule). If the reversal of a provisional credit creates an overdraft in your Account, you will owe us the amount of the overdraft, plus any overdraft fees (see Personal Fee Schedule). We will determine when final credit is received for any item. Please read the Funds Availability Policy for a detailed discussion of how and when we make funds available to you.

We will accept certain items like foreign checks and bond coupons for collection only. You may also ask us to accept certain other items for collection only. You will not receive credit for (provisional or otherwise), and may not withdraw funds against, any of these items until we receive final credit from the person responsible for paying them. Items sent for collection will be credited to your Account in U.S. dollars, with the amount of U.S. dollars credited calculated using our applicable exchange rate that is in effect on the date when we credit the funds to your Account and not when the deposit is made. The Funds Availability Policy does not apply to items we have accepted for collection only. If and when we receive final credit for an item we have accepted for collection only, you agree that we may subtract our collection fee (see Personal Fee Schedule) from the amount finally credited to us, before we credit your Account for the remaining amount.

Returned Checks/Waiver of Rights

If you deposit a check or item in your Account that the drawee bank returns unpaid for any reason (called "dishonor"), we may put the check or item through for collection again. This means that you are waiving your right to receive immediate notice of dishonor. If the check or item is dishonored for any reason, the amount of the dishonored check or item will be deducted from your Account. You agree to pay the Bank a fee for any such check or item that is dishonored (see Personal Fee Schedule). The Bank may also collect any amounts due to the Bank because of returned checks, through the right of set-off, from any other of your Accounts at the Bank, or collect the funds directly from you.

Cashing of Checks

Typically, the Bank will cash checks drawn on other banks for its customers who have adequate available funds in their Account(s). If any such check should be returned by the paying bank for any reason, the Bank will charge you a fee (see Personal Fee Schedule). In addition, the Bank will debit the amount of the returned check from your Account(s). If the debit creates an overdraft in your Account, you will owe us the amount of the overdraft plus any overdraft fees (see Personal Fee Schedule).

Withdrawal Policy

Passbook Account (if available in your jurisdiction) withdrawals can be made by an authorized signer only upon presentation of the passbook, either in person or accompanied by a written order of withdrawal. If you lose the passbook, we require that a Lost Passbook Affidavit be signed by ALL persons named on the Account before a notary public.

Statement Savings Account withdrawals can be made per written order of withdrawal in accordance with the information contained on the signature card and may also be made with an ATM or Visa® Debit Card, as applicable. The Bank may refuse a request if any document or identification required by the Bank or law in connection with the withdrawal has not been presented.

The Bank reserves the right to require seven (7) Calendar Days' written notice prior to withdrawal or transfer of funds from all Savings or Money Market Accounts offered by the Bank.

For any Statement Savings Account(s) (including Money Market Accounts), you may make as many in-person withdrawals at a teller window or any ATM as you wish. However, federal regulations permit the depositor to make no more than a combined total of six (6) pre-authorized, automatic, electronic (including computer initiated), telephone withdrawals or transfers, or payments by check, draft, debit card, or similar order payable to third parties in any monthly period (based on your statement date). We may impose a fee, as disclosed on the Personal Fee Schedule, for each such withdrawal in excess of six (6) that you make in any monthly period (based on your statement date). 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. For Holiday Club and Club Saver Accounts, we may impose a fee, as disclosed on the Personal Fee Schedule, for each withdrawal in excess of three (3) that you make in any calendar month. Holiday Club and Club Saver Accounts are not available for sale in the State of Maryland.

Demand Deposit Accounts and Sub-Accounts

All Checking Accounts consist of two separate sub-accounts: a transaction sub-account, and a non-transaction sub-account. Whenever your transaction sub-account balance exceeds a certain level (which we may set and change at our discretion without notice to you), funds above that level may be transferred from the transaction sub-account to the non-transaction sub-account at the Bank's discretion, as often as once each day. All of your Checking Account transactions are posted to the transaction sub-account. Balances transferred to the non-transaction sub-account are transferred back to the transaction sub-account to meet these transactional needs, so there is no adverse impact on the availability of the balances held in your Checking Account. In accordance with federal limitations, no more than six (6) transfers from the non-transaction sub-account can occur during any statement cycle. Therefore, if a sixth transfer is needed, we will return all balances to the transaction sub-account for the remainder of the statement cycle.

These sub-accounts are treated as a single Checking Account for purposes of deposits and withdrawals, access and information, statement reporting, and any fees or charges. There are no separate or additional balance requirements, fees, or charges associated with the creation of these sub-accounts. If your Checking Account is a non-interest bearing Account, neither the transaction sub-account nor the non-transaction sub-account receives any interest. If your Checking Account is an interest-bearing Checking Account, both the transaction sub-account and the non-transaction sub-account receive the same interest rate at all times, and your periodic statement will reflect a single blended Annual Percentage Yield ("APY") and APY Earned.

In accordance with federal regulations, we reserve the right to require seven (7) Calendar Days advance notice of withdrawals from interest-bearing transaction sub-accounts and all non-transaction sub-accounts. While the Bank is required to reserve this right, the Bank does not presently exercise this right.

Certified Taxpayer Identification Number ("TIN") or Social Security Number ("SSN")

Federal law requires you to provide to the Bank a valid and certified Taxpayer Identification Number ("TIN") or Social Security Number ("SSN"). We may be required by federal or state law to withhold a portion of the interest credited to your Account in the following circumstances:

- (a) you do not give us a correct TIN or SSN;
- (b) the IRS tells us that you gave us an incorrect TIN or SSN;
- (c) the IRS tells you that you are subject to backup withholding because you have under-reported your interest or other income;

(d) you fail to certify to us that you are not subject to backup withholding;

(e) you do not certify your TIN or SSN to us, or

(f) there may be other reasons why we may be required to do so under applicable law.

If we do this, the amount we withhold will be reported to you and the IRS and applied by the IRS to the payment of any Federal income tax you may owe for that year.

Credit Verification and Obtaining Financial Information

You agree that we may verify credit and employment history through third parties, including but not limited to consumer reporting agencies, or verify any previous banking relationships of yours for any Accounts you have with the Bank now or in the future. If an Account is declined based on adverse information, you may request from the consumer reporting agency a copy of the information supplied to us. Additionally, if your Account is closed for insufficient funds activity or other negative reason, a report may be made by us to one or more consumer reporting agencies or other third parties if permitted by applicable law. Please notify us if you have a dispute or if you have questions regarding the information we provide. Write to us at: TD Bank Overdraft Collections, Mailstop ME02-002-036, P.O. Box 9547, Portland, ME 04112. Please provide your name, Account number, and why you believe there is an inaccuracy or describe the item you are not sure about. We will complete any investigation and notify you of our findings and, if necessary, corrections. Please note that calling us will not preserve your rights.

If you are a licensed attorney, you agree that we may report information about overdrafts on and/or returned checks drawn on Accounts which you maintain as trustee for the benefit of another person or in any fiduciary capacity, to the extent and in the manner required by applicable laws, rules, or regulations. You agree that we have no liability to you for reporting any information to applicable authorities regarding any Account which we believe in good faith is subject to such laws, rules, or regulations.

Periodic Statement; Limitation on Time to Report Forgeries and Errors

If your Account is not a Holiday Club, Club Saver, IRA, Passbook or CD Account, the Bank will provide you with a periodic statement. Unless you tell us of a change of address, we will continue to mail statements or any other notices to your address as it appears on our records and you will be considered to have received those statements and any other notices sent to you at that address. We do not have to send you a statement or notice if (i) you do not claim your statement, (ii) we cannot deliver your statement or

notice because of your instructions or your failure to tell us that you have changed your address, or (iii) we determine that your Account has been inactive for more than one year.

You should review your statements and balance your Account promptly after you receive them or, if we are holding them for you, promptly after we make them available to you. If you don't receive an Account statement by the date when you usually receive it, call us at once. You must review your statements to make sure that there are no errors in the Account information.

On Accounts with check-writing privileges, you must review your statement and imaged copies of paid checks, if any, we send you and report forgeries, alterations, missing signatures, amounts differing from your records, or other information that might lead you to conclude that the check was forged or that, when we paid the check, the proper amount was not paid to the proper person. You have this duty even if we do not return checks to you or we return only an image of the check. You should notify us as soon as possible if you think there is a problem.

Applicable law and this Agreement require you to discover and report any error in payment of a check within specified time periods. You agree that statements and any images of paid checks accompanying the statement shall be deemed to be "available" to you as of the statement mailing date. If we are holding your Account statements for you at your request, the statements become "available" on the day they are available for you to pick up. This means, for example, that the period in which you must report any problem with an Account begins on the day we make the statement available, even if you do not pick up the statement until later.

If you assert against us a claim that an item was not properly payable because, for example, the item was forged or an endorsement was forged, you must cooperate with us and assist us in seeking criminal and civil penalties against the person responsible. You must file reports and complaints with the appropriate law enforcement authorities. If we ask, you also must give us a statement, under oath, about the facts and circumstances relating to your claim. If you fail or refuse to do these things, we will consider that you have ratified the defect in the item and agree that we may charge the full amount of the item to your Account.

You must notify us as soon as possible if you believe there is an error, forgery or other problem with the information shown on your Account statement. You agree that fourteen (14) Calendar Days after we mailed a statement (or otherwise made it available to you) is a reasonable amount of time for you to review your Account statement and report any errors, forgeries or other problems. In addition, you agree not to assert a claim against us concerning any error, forgery or other problem relating to a matter shown

on an Account statement unless you notified us of the error, forgery or other problem within thirty (30) Calendar Days after we mailed you the statement (or otherwise made it available to you). This means, for example, that you cannot bring a lawsuit against us, even if we are at fault, for paying checks bearing a forgery of your signature unless you reported the forgery within thirty (30) Calendar Days after we mailed you the statement (or otherwise made it available to you) listing the check we paid.

We may destroy original checks not less than thirty (30) Calendar Days after the statement mailing date. We will retain copies of the front and back of the checks on microfilm or other media for a period of seven (7) years. During that period, we will provide you an imaged copy of any paid check on request, but we need not do so thereafter. You agree not to make any claim against us arising out of the authorized destruction of your original checks or the clarity or legibility of any copy we provide.

Combined Statements with Checking

If more than one checking type Account is combined together on a monthly statement, then only one Checking Account can be designated as the primary Account. This primary Account may receive imaged copies of the paid checks back with the statement, and we may impose a fee as disclosed on the Personal Fee Schedule, for providing these imaged copies. Checks for all other Accounts will be retained by the Bank. To request a copy of a paid check, please call **1-888-751-9000**.

Please note that a Health Savings Account cannot be included on a combined statement.

Checks

All negotiable paper (called "checks") presented for payment must be in a form supplied by or previously approved by the Bank. The Bank may refuse to accept any check that does not meet this requirement or which is incompletely or defectively drawn. Once an outstanding check is six (6) months old, we may elect not to pay it. But if there is no stop payment order on file when we receive the check for payment, we may elect to pay it in good faith without consulting you. You agree that you will use care in safeguarding your unsigned checks against loss or theft. You will tell us immediately if any checks are missing. You agree to assume all losses that could have been prevented if you had safeguarded unsigned (or otherwise incomplete) checks, or had told us they were missing.

Processing Order for Payment of Checks and Other Items

The following describes how we pay or charge to your Account checks and other items presented for payment. An "item" includes a check, substitute check, purported substitute check,

remotely created check or draft, electronic transaction, draft, demand draft, image replacement document, indemnified copy, ATM withdrawal or transfer, debit card point-of-sale transaction, pre-authorized debit card payment, automatic transfer, telephone-initiated transfer, ACH transaction, online banking transfer or bill payment instruction, withdrawal slip, in-person transfer or withdrawal, cash ticket, deposit adjustment, wire transfer, and any other instruction or order for the payment, transfer or withdrawal of funds.

For purposes of determining your Account balance and processing items to your Account, including returning items due to insufficient funds or paying items that overdraw your Account, all items are processed overnight at the end of each Business Day (which excludes Saturday, Sunday and federal holidays), as follows:

- a) First, deposits that have become available to you that Business Day are added to your available Account balance. Please read the Funds Availability Policy for a detailed discussion of how and when we make funds available to you.
- b) Next, the total amount of any "pending" debit card, ATM and electronic transactions that have been authorized but not yet paid is deducted from your available Account balance. When you use a debit card, ATM card, or other electronic means to make withdrawals, we may receive notice of the transaction before it is actually presented to us for payment. That notice may be in the form of a merchant authorization request or other electronic inquiry. Upon receipt of such notice, we treat the transaction as "pending" at the time we receive notice, and subject to certain exceptions, we deduct the amount of the pending transactions from your available Account balance to determine the amount available to pay other items presented against your Account. The amount of a pending authorization may not be equal to the amount of the actual transaction that is presented for payment and posted to your Account. If a pending transaction is not presented for payment within three (3) Business Days after we receive notice of the transaction, we will release the amount of the pending transaction. We do not deduct the amount of pending debit card authorizations from your available Account balance for certain merchants that frequently request authorization for amounts in excess of the likely transaction amount, including hotels and resorts, airlines and cruise lines, car rental companies, and automated gas pumps (pay at the pump).
- c) We then post items to your Account by category, in the following order:
 - i) Outgoing wire transfers, return deposit items, and debit adjustments to your Account balance;
 - ii) Overdraft fees, other returned item fees, and deposit return fees;

iii) All other Account fees (except as described in (iv) below), and all other items including checks, ATM transactions, and debit card transactions; and

iv) Fees assessed at the end of the statement cycle including, for example but not limited to, monthly maintenance fees.

Within categories i, ii, and iii, we post items in order from largest to smallest.

We do not process transactions in the order in which they occur. The order in which items are processed may affect the total amount of overdraft fees incurred. Overdraft fees may be assessed on items presented for payment that bring your Account into a negative balance, as well as any subsequent transactions presented for payment while the Account has a negative balance. See "Overdrafts" and "Sustained Fee for Overdrawn Accounts" below, as well as the Personal Fee Schedule for more information. Overdraft fees are not charged on "pending" authorizations, although they reduce your available balance.

We may from time to time change the order in which we accept, pay or charge items to your Account even if (a) paying a particular item results in an insufficient balance in your Account to pay one or more other items that otherwise could have been paid out of your Account; or (b) using a particular order results in the payment of fewer items or the imposition of additional fees. If we do change our processing order for checks and other items presented for payment from your Account, we will provide advance notice of the change.

We may refuse to pay a check or other item which:

- a) is illegible;
- b) is drawn in an amount greater than the amount of funds then available for withdrawal in your Account (see the Funds Availability Policy) or which would, if paid, create an overdraft;
- c) bears a duplicate check number;
- d) we believe has been altered;
- e) we believe is otherwise not properly payable; or
- f) we believe does not bear an authorized signature.

We are not required to honor any restrictive legend on checks you write unless we have agreed in writing to the restriction. Examples of restrictive legends are "Not Valid For More Than \$1000," "Void If Not Negotiated Within 30 Days of Issuance," and the like.

Postdated Items

You agree that when you write a check you will not date the check in the future. If you do and the check is presented for payment before the date of the check, we may either pay it or return it unpaid. You agree that if we pay the check, the check will be posted to your Account on the day we pay the check. You further agree that we are not responsible for any loss to you in doing so.

Pre-authorized Drafts

If you voluntarily give information about your Account (such as our routing number and your Account number) to a party who is seeking to sell you goods or services, and you do not physically deliver a check to the party, any debit to your Account initiated by the party to whom you gave the information is deemed authorized by you.

Overdrafts

An overdraft is an advance of funds greater than the amount that has become available in accordance with the Bank's Funds Availability Policy, made by us to you, at our sole discretion. Overdrafts may include advances to cover a check, in-person withdrawal, ATM withdrawal, or a withdrawal by other electronic means from your Account. We may demand immediate repayment of any overdraft and charge you an overdraft fee (see Personal Fee Schedule).

You may overdraw your account by up to \$5 per day without being charged a fee. If your negative available balance exceeds \$5 at the end of the day, we will charge you for each transaction that overdraws your account (see "Important Information for Consumers about your TD Bank Checking Account" brochure).

You agree to pay us, when we ask you, all of our costs of collecting an overdraft, to the fullest extent permitted by applicable law. These costs include, but are not limited to, our legal fees and expenses. If more than one of you owns an Account, each of you will be responsible for paying us the entire amount of all overdrafts and obligations resulting from the overdrafts.

We do not have to allow you to make an overdraft. Intentionally withdrawing funds from an Account when there are not enough funds in the Account to cover the withdrawal or when the funds are not yet available for withdrawal may be a crime.

Sustained Fee for Overdrawn Accounts

We may charge you a fee, as disclosed in the Personal Fee Schedule, for any Checking or Money Market Account that remains in overdrawn status for ten (10) consecutive Business Days. We will notify you if your Checking or Money Market Account is in overdrawn status. If your Checking or Money Market Account is in overdrawn status because of an overdraft, check returned for insufficient funds or for any other reason and the Account remains in overdrawn status for ten (10) consecutive Business Days, we may charge the fee. If you have overdraft protection and you have exceeded your limit and the Checking or Money Market Account remains in overdrawn status for ten (10) consecutive Business Days, we may charge the fee.

If the Checking or Money Market Account remains in overdrawn status for sixty (60) Calendar Days, or such earlier time that we determine that the overdraft balance is uncollectible, the Bank

will close and place the Checking or Money Market Account in collection status.

Stop Payments

At your request and risk, the Bank will accept a stop payment request for a check on your Account for a fee (see Personal Fee Schedule). To be effective, a stop payment request must be received in such timely manner so as to give the Bank a reasonable opportunity to act on it, and must precisely identify the Account number, check number, date and amount of the item, and the payee.

Your stop payment request will be effective after the request has been received by the Bank and the Bank has had a reasonable opportunity to act on it. Regardless of whether your stop payment request has been made orally or in writing, it will remain in effect for one (1) year from the date it was given. If your stop payment request has been made orally, the Bank will send you a written confirmation. If your stop payment request is made in writing, you must use a form that is supplied by the Bank; this form will constitute written confirmation of your request. In either case, it is your responsibility to ensure that all of the information supplied on your written confirmation is correct and to promptly inform the Bank of any inaccuracies.

To maintain the validity of the stop payment request for more than one (1) year, you must furnish a new stop payment request that is confirmed in writing as described in the preceding paragraph before the expiration of the one (1) year period. If a new stop payment request is not received, the check may be paid.

We are not liable for failing to stop payment if you have not given us sufficient information or if your stop payment request comes too late for us to act on it. We are entitled to a reasonable period of time after we receive your stop payment request to notify our employees and take other action needed to stop payment. You agree that "reasonable time" depends on the circumstances but that we will have acted within a reasonable time if we make your stop payment request effective by the end of the next Business Day following the Business Day on which we receive your stop payment request. If we stop payment, you agree to defend and pay any claims raised against us as a result of our refusal to pay the check or other item on which you stopped payment.

If we recredit your Account after we have paid a check or other item over a valid and timely stop order, you agree to sign a statement describing the dispute you have with the person to whom the check or item was made payable. You also agree to transfer to us all of your rights against the payee and any other holder, endorser or prior transferee of the check or item and to cooperate with us in any legal action taken to collect against the other person(s).

If we are liable for inadvertently paying your check over a stop payment order, you must establish the amount of your loss caused by our payment of the check. We will pay you only the amount of the loss, up to the face amount of the check. You agree that we shall not be liable for any punitive, exemplary or consequential damages.

The Bank has no duty to stop payment on a cashier's check, teller's check or other similar item because items of this type are not drawn on your Account. The Bank may, in its sole discretion, attempt to stop payment on a cashier's check, teller's check or other similar item if you certify to our satisfaction that the item has been lost, stolen or destroyed. You must also furnish any other documents or information we may require, which may include your affidavit attesting to the facts and your indemnification of the Bank. Even if the Bank agrees to attempt to stop payment on a cashier's check, teller's check or other similar item, if the item is presented for payment, the Bank may pay it and you will be liable to us for that item, unless otherwise required by applicable law.

International ACH and Wire Transactions

If your Account receives incoming ACH transactions (either credits or debits) or wire transfers initiated from outside of the United States, both you and we are subject to the Operating Rules and Guidelines of the National Automated Clearing House Association ("NACHA") or the rules of any wire transfer system involved, and the laws enforced by the Office of Foreign Assets Control ("OFAC"). Under such rules and laws, we may temporarily suspend processing of a transaction for greater scrutiny or verification against the OFAC list of blocked parties, which may result in delayed settlement, posting and/or availability of funds. If we determine there is a violation, or if we cannot satisfactorily resolve a suspected or potential violation, the subject funds will be blocked as required by law. If you believe you have adequate grounds to seek the return of any blocked funds, it is your sole responsibility to pursue the matter with the appropriate governmental authorities. Please see the OFAC website for procedures and form required to seek a release of blocked funds. We may impose a fee, as disclosed on the Personal Fee Schedule, for any domestic or international incoming wire transactions.

Incoming Wire Payment Instructions

Please provide the sender of a wire the following information in order for you to receive the funds in a timely manner:

1. For incoming USD international wires from foreign countries, the wiring instructions are as follows:

Wire to: TD Bank N.A.
Wilmington, Delaware
FED ABA#: 0311-0126-6

Credit to: TD Bank Customer Name (Full Name)
Customer's full physical address
(street, city, state, country)
Customer's full Account Number

2. For Incoming Foreign Currency international payment, the wiring instructions are as follows:

Wire to: The Toronto-Dominion Bank
Swift code: TDOMCATTOR
The Toronto-Dominion Bank, Toronto, Ontario,
Canada, M5K 1A2

For Further Credit to Beneficiary Bank, TD Bank N.A.:

Swift code: NRTHUS33XXX
TD BANK, N.A.
TD BANK, N.A. Branch Full Address
(street, city, state, country)

In Favor of:

Beneficiary Full Account Number:
The Customer's full account number

Beneficiary Full Name:
The Customer's full name on the account

Beneficiary Address:
The Customer's full physical address
(street, city, state, country)

Changing Your Account

If we agree to let you make any change to your Account type in the middle of the Account's statement period, without requiring you to open a new Account and without changing your Account number, you agree that the following rules will apply to the statement period in which we agree to let you make this change:

1. **Interest:** The rules for the payment of interest (if any) on the new Account will take effect on the day the type of Account is changed (the "Change Date"). For the days before the Change Date, the rules for the payment of interest (if any) and for any minimum balance that must be maintained in order to qualify for interest (if any) that applied to the old Account will apply.
2. **Fees and Charges:** The rules for all fees and charges that we may charge in connection with the new Account, and for any minimum balance that must be maintained in order to avoid certain fees and charges, will take effect after the Change Date.
3. **Account Statement:** The Account statement you will receive for the statement period that includes the Change Date will show: (1) the total interest earned or accrued during the entire statement period; (2) the corresponding "annual percentage

yield earned" for the entire statement period; and (3) the fees and charges subtracted from your Account during the entire statement period.

Power of Attorney

We may, in our sole discretion (unless we are required by law to recognize a statutory form of power of attorney), recognize the authority of a person to whom you have given a power of attorney to enter into transactions relating to your Account, until and unless we receive written notice or we have actual notice of the revocation of such power of attorney. However, you must show us an original copy or certified copy of the power of attorney, properly notarized, and any other documentation we may ask for from time to time. The power of attorney and all other documents must be in a form satisfactory to the Bank. We will not be liable for damages or penalty by reason of any payment made to, or at the direction of, a person holding a power of attorney.

Adverse Claims; Interpleader; Legal Process

We need not honor any claim against or involving an Account unless we are required to do so by order of a court or government agency that has jurisdiction over us, or pursuant to applicable law. This rule applies to any person asserting any rights or interest regarding an Account, including you and other persons who are authorized to make withdrawals or write checks or who present a power of attorney signed by you.

If we receive notice of any claim or dispute or of any legal proceeding we reasonably believe involves you or any of your Accounts, in our discretion we may suspend transactions on any Account which we believe to be affected until final determination of the claim or proceeding. We may place a hold on any funds in the Account and suspend transactions whether the affected Account is in your name alone or is a joint Account. An Account may be suspended even though the suspension may have been due to inadvertence, error because of similarity of the names of depositors, or other mistake.

You agree that we may comply with any state or federal legal process, including, without limitation, any writ of attachment, adverse claim, execution, garnishment, tax levy, restraining order, subpoena or warrant relating to you or your Account which we believe to be valid, without any liability from us to you. You agree that if we are served with legal process at any of our Stores or offices, we may comply with it, even if it is served at a location other than where your Account was opened. Further, you agree that we may comply with such process as we deem appropriate under the circumstances even if the legal process or document appears to affect the interest of only one owner of a joint Account. In such case, we may refuse to permit withdrawals or transfers from your Account until such legal process is satisfied or dismissed even if such action results in insufficient funds to

pay a check you have written or otherwise satisfy an obligation you may have incurred.

You agree that we are entitled to a processing fee, for which you are liable to us, upon receipt of any legal process. We may deduct such fee, as well as any expenses, including without limitation attorneys' fees, in connection with any such document or legal process, from your Account or any other Account you may have with us without prior notice to you, or we may bill you directly for such expenses and fees. Any garnishment, attachment or other levy against your Account shall be subject to our right of set-off and security interest.

You agree that we will not pay and you shall not be entitled to receive interest on any funds we hold or set aside in connection with or in response to legal process. Finally, you agree that we may accept and comply with legal process, irrespective of how and/or where it was received even if the law requires any particular method of service.

You agree to indemnify us against all losses, costs, attorneys' fees, and any other liabilities that we incur by reason of responding to or initiating any legal action, including any interpleader action we commence involving you or your Account. As part of that indemnity, in the event we incur liability to a creditor of yours as a result of our response or failure to respond to a legal action, you agree to pay us on demand the amount of our liability to your creditor and to reimburse us for any expense, attorneys' fees, or other costs we may incur in collecting the amount from you.

We may, in our sole discretion and without any liability to you, initiate an action in interpleader to determine the rights of the persons making adverse claims to your Account. We may exercise the right regardless of whether the persons making the adverse claims have complied with all statutory requirements pertaining to adverse claims, such as posting a bond or giving other surety. Upon initiation of an interpleader action, we will be relieved and discharged of all further duties and obligations.

If You Owe Us Money

If you withdraw funds from your Account that you do not have a right to withdraw, including the amount of a check or other item which we later charge back to your Account or any amounts that may be credited to your Account in error, you will have to pay us back. If you do not, we can bring a lawsuit against you to get the money back. We can also do this if you owe us any fees or charges in connection with your Account and you do not pay us. If we bring a lawsuit against you, you agree to pay our court costs and reasonable attorneys' fees as awarded by the court and as permitted by law.

Right of Set-Off

Unless we are prohibited by applicable law, the Bank can take any funds in any of your Account(s) to pay any debt you owe us that is in default. This is called the right of set-off and applies to all funds of yours in our possession now or in the future. We can use this right of set-off without giving you any notice (unless notice is required by applicable law) and without going through any legal processes or court proceedings. If this is a joint Account, the right of set-off applies to deposits of each co-owner to pay the debts owed to us by any or all of you. Likewise, we could withdraw money from an Account owned by only one person and apply it to reduce the joint debt of that person and another person. This right of set-off does not apply to your Account if: (a) it is an IRA or a tax-deferred retirement Account, Health Savings Account, or Coverdell Education Savings Account; or (b) the debt is created by a consumer credit transaction under a credit card plan; or (c) the debtor's right of withdrawal arises only in a representative capacity.

We also have a right to place a hold on funds in your Account(s) if we have a claim against you or pending exercise of our right of set-off. If we place a hold on your Account, you may not withdraw funds from the Account and we can refuse to pay checks or other items drawn on the Account.

In addition to any right of set-off, you hereby grant to the Bank a security interest in your deposit Accounts to secure all loans or other extensions of credit, now or in the future.

Death/Incompetence

Your death, or a declaration that you are legally incompetent to handle your affairs, does not end our authority to pay checks signed or other items authorized by you, to accept deposits or to collect items deposited until we receive written notice of your death or declared incompetence. Even after we receive notice, we can pay checks or other items authorized by you before your death or declared incompetence for such period of time permitted under applicable law.

On joint Accounts, your death or declared incompetence does not affect the rights of any other owner of the Account to make deposits, make withdrawals or, if applicable, write checks. We may require the surviving owners and any in-trust-for Account beneficiary to provide reasonable proof of your death or incompetence and, in some jurisdictions, provide any tax releases or other documents or consents needed from government authorities before we pay any checks or other items authorized on your joint Account or allow the surviving owners or your beneficiary to withdraw any funds from the Account. Each of you is responsible for notifying us when any other joint owner of an Account dies.

Certain checks or other items made payable to a deceased joint Account holder (e.g. Social Security checks or electronic deposits) must be returned to the issuer and may not be used, cashed or disposed of in any other way by the surviving Account holders. If such items are used, cashed or disposed of by any one or all of the surviving Account holders, each Account holder remains liable for the amount of the item and any charges incurred as a result of the improper use of the item. In our discretion, we can charge your Account for the amount of these items and remit payment to the issuer of the item.

Limited Liability

UNLESS EXPRESSLY PROHIBITED OR OTHERWISE RESTRICTED BY APPLICABLE LAW, THIS AGREEMENT, OR THE ELECTRONIC FUNDS TRANSFERS DISCLOSURE, THE BANK'S LIABILITY IS LIMITED AS FOLLOWS: THE BANK WILL NOT BE LIABLE TO YOU FOR PERFORMING OR FAILING TO PERFORM OUR SERVICES UNDER OR IN CONNECTION WITH THIS AGREEMENT UNLESS WE HAVE ACTED IN BAD FAITH. WITHOUT LIMITING THE ABOVE, THE BANK WILL NOT BE LIABLE FOR DELAYS OR MISTAKES WHICH HAPPEN BECAUSE OF REASONS BEYOND OUR CONTROL, INCLUDING, BUT NOT LIMITED TO, ACTS OF BANKING AUTHORITIES, NATIONAL EMERGENCIES, ACTS OF GOD, FAILURE OF TRANSPORTATION, COMMUNICATION OR POWER SUPPLY, MALFUNCTION OF OR UNAVOIDABLE DIFFICULTIES WITH THE BANK'S EQUIPMENT. SHOULD A COURT ESTABLISH THE BANK'S LIABILITY TO YOU PURSUANT TO WHAT WAS DONE OR NOT DONE UNDER THIS AGREEMENT, YOU MAY RECOVER FROM THE BANK ONLY YOUR ACTUAL DAMAGES, IN AN AMOUNT NOT TO EXCEED THE TOTAL FEES AND CHARGES PAID BY YOU TO THE BANK PURSUANT TO THIS AGREEMENT DURING THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. IN NO EVENT WILL YOU BE ABLE TO RECOVER FROM THE BANK INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY DAMAGES OR LOST PROFITS, WHETHER OR NOT IT HAS NOTICE THEREOF.

This Agreement and the deposit relationship do not create a fiduciary, quasi-fiduciary, or special relationship between you and us. Our deposit relationship with you is that of debtor and creditor. The Bank's internal policies and procedures are solely for our own purposes and do not impose on us a higher standard of care than otherwise would apply by law without such policies or procedures.

Default

Your Account may be in default if: (a) you have repeatedly overdrawn your Account; (b) you do not repay immediately any overdraft; (c) you do not comply fully with any term or condition of this Agreement or of any other agreement you may have with us; (d) you give us false or misleading information about yourself

or any of your deposit or credit relationships with us or with others; (e) you file or someone else files against you a petition in bankruptcy; (f) any of your loans with us is past due or otherwise in default; (g) we, in our sole discretion, are not satisfied with your condition or affairs, financial or otherwise; or (h) we, in our sole discretion, believe that your financial condition has suffered an adverse change.

If you are in default, we may close any or all of your Accounts, with or without notice (unless notice is required under applicable law), or we may exercise all available rights and remedies provided elsewhere in this Agreement or other agreements and all rights and remedies available at law or equity.

Indemnity

- a) **In General.** You agree to indemnify, and hold TD Bank harmless from and against any and all losses, liabilities, penalties, damages, costs, expenses (including, but not limited to, attorneys' fees and court costs) or other harm or injury that we may incur as a result of any claim asserted against us by any third party arising out of any action at any time taken or omitted to be taken by (i) you under or in connection with this Agreement, including, but not limited to, your failure to observe and perform properly each and every obligation in accordance with this Agreement and any other agreement which you enter into with us; or (ii) us in reliance upon any certification, evidence of authority, or other document or notice given or purporting to have been given by you to us, or any information or order which you provide to us. This indemnification does not apply to claims that you may assert against us, or to any amounts we are obligated to pay you under the terms of this Agreement or applicable law.
- b) **Your Instructions to Us.** Without limiting the above, if you give us instructions which we believe may expose us to potential liability, we may refuse to follow your instructions. If we decide to follow your instructions, you agree to indemnify us against all losses, costs, attorneys' fees and any other liabilities we incur. In addition, we may ask you for certain protections, such as a surety bond or your indemnity in a form satisfactory to us.

Jury Trial Waiver

YOU AND WE EACH AGREE THAT NEITHER YOU NOR WE SHALL (A) SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM, OR ANY OTHER ACTION BASED UPON, OR ARISING OUT OF, THIS AGREEMENT OR ANY ACCOUNT OR THE DEALINGS OF THE RELATIONSHIP BETWEEN YOU OR US, OR (B) SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THE PROVISIONS OF THIS SECTION SHALL BE SUBJECT TO NO EXCEPTIONS. NEITHER YOU NOR WE HAVE AGREED WITH OR REPRESENTED

TO THE OTHER THAT THE PROVISIONS OF THIS SECTION WILL NOT BE FULLY ENFORCED IN ALL INSTANCES. YOU AND WE EACH ACKNOWLEDGE THAT THIS WAIVER HAS BEEN KNOWINGLY AND VOLUNTARILY MADE.

Miscellaneous

- a) **Our Right to Refuse/Close Accounts:** The Bank reserves the right to refuse to open any Account and to terminate any Account at any time, and for any reason, or no reason without notice to you (unless notice is required under applicable law). This Agreement survives the closing of your Account.
- b) **Our Right to Delay Enforcement:** We can choose to not enforce or delay in enforcing any provisions of this Agreement without losing the right to enforce them in the future.
- c) **Assignment:** Your Account may not be transferred, pledged or assigned without the Bank's prior written consent, to be given or refused at the Bank's sole discretion.
- d) **Items in the Mail:** We are not responsible for any items you mail to us that are lost in transit. Therefore, you may not wish to place currency or coupons in the mail.
- e) **Direct Deposit:** If you have direct deposit, you agree that if a direct deposit must be returned for any reason, you authorize us to deduct the amount from this Account or any other Account you may have with us, without prior notice and at any time.
- f) **Accounts with Zero Balance:** We may consider any Account (excluding CDs) having a zero balance for forty-five (45) Calendar Days to be closed by you.
- g) **Notice of Address Changes:** You must notify us in writing, by phone or at any of our banking offices, of any change of address. Any communication we send to you at the last address as shown on our records will be binding on you for all purposes. You agree we may change your address on our records based on information provided by the United States Postal Service without notice to you.
- h) **Abandoned Accounts:** If your Account is considered to be abandoned under applicable law because you have not used or acknowledged your Account for a time period directed by law, we must turn over the funds in your Account to the appropriate governmental authority. We may give notices as required by law before we do this. You may try to reclaim funds turned over to the governmental authority to the extent permitted by applicable law.
- i) **Account Mailings:** From time to time, the Bank may enclose advertising or promotional materials with any periodic statement that is mailed or otherwise made available to you with respect to your Account(s). These materials may include, without limitation, information regarding new, modified or discontinued products or services, as well as sweepstakes

or other contests sponsored by the Bank. By opening and maintaining an Account with the Bank, you consent to the mailing and receipt of these advertising or promotional materials with your periodic statement.

- j) **Banking Practices:** In the absence of a specific provision in this Agreement to the contrary, your Account will be subject to our usual banking practices and, to the extent not inconsistent therewith, the general commercial banking practices in the area we serve.
- k) **Severability:** If any provision of this Agreement is invalid, changed by applicable law or declared invalid by order of a court, the remaining terms of this Agreement will not be affected, and the invalid provision shall be reformed in order to preserve the original intent of this Agreement to the fullest extent feasible. However, if such reformation is not feasible, this Agreement will be interpreted as if the invalid provision had not been placed in this Agreement.
- i) **Governing Law:** This Agreement is governed by the laws of the jurisdiction in which the Store where you opened your Account is located, except where applicable federal law is controlling.
- m) **Amendments:** We reserve the right to change the terms of this Agreement or change the terms of your Account at any time. We will give you such notice of the change as we determine is appropriate, such as by statement message or enclosure, letter, or as posted in the Store, and as required under applicable law. Where applicable law permits, we can notify you of the changes by posting a new version of this Agreement online, or by making the new version available in our Stores. Your continued use of the Account following the effective date of any such change indicates your consent to be bound by this Agreement, as amended. If you would like a copy of a current Agreement or have questions, please ask any Bank representative or call us at **1-888-751-9000**.
- n) **Maine Disclosure of Complaint Resolution Procedures:** If you have a dispute with TD Bank regarding your deposit account, you may contact us and attempt to resolve the problem directly. If we fail to resolve the problem, you may communicate the problem and the resolution you are seeking to:

Bureau of Financial Institutions
36 State House Station
Augusta, Maine 04333-0036

To file a complaint electronically, you may contact the Bureau of Financial Institutions at the following internet address: www.maine.gov/pfr/financialinstitutions/complaint.htm.

The Bureau of Financial Institutions will acknowledge receipt of your complaint promptly and investigate your claim. You

will be informed of the results of the investigation. When your complaint involves a federally-chartered financial institution or credit union, the Bureau of Financial Institutions will refer it to the appropriate federal supervisory agency and inform you to whom it has been referred.

Part II: Truth in Savings Disclosure

1. **Accounts Covered:** "Accounts" covered by this disclosure include ALL personal deposit Accounts including Checking, interest bearing Checking, Money Market Accounts, Passbook Savings (where applicable), Statement Savings, and Certificates of Deposit (called "CDs"). Your Account will be considered open when you sign a signature card and we receive credit for your initial deposit. You must also complete and sign any other Account documentation that we may require from time to time to maintain your Account. Where applicable, information also pertains to like Private Banking Accounts.
2. **Interest Rate and ANNUAL PERCENTAGE YIELD:** The current interest rate on your Account and the Annual Percentage Yield (or "APY") are as shown on the accompanying Rate Sheet, which is considered part of this disclosure.

Note: If this disclosure was given to you in connection with an inquiry, the Interest Rate(s) and APY(s) shown are rates that the Bank has offered within the seven (7) most recent Calendar Days, and are accurate as of the date shown on our Retail Rate Sheet. Current rates may be obtained by calling Customer Service at the toll-free number listed on the back of this disclosure.

TD Convenience Checking, TD Student Checking, TD Simple Checking and Savings Transaction Accounts: These are non-interest bearing Accounts and have no APY.

All interest bearing Checking, Savings, and Money Market Accounts: The interest rate and APY may change daily and are adjusted periodically by the Bank based on various economic factors. There is no limit on changes up or down and the rates are subject to change at any time without notice.

To Obtain the Annual Percentage Yield ("APY") Disclosed: You must maintain the minimum tier balance in the Account each day in order to obtain the disclosed APY for that particular tier. The APY disclosed assumes the Account remains on deposit for one year at the same interest rate.

TD Relationship Savings: For personal and certain personal Trust TD Relationship Savings accounts, the interest rate and APY applied will also be determined by whether or not TD Bank has on record an eligible TD Bank account linked to that TD Relationship Savings account. An eligible account is a personal TD Bank Checking, Mortgage, Home Equity, or Credit Card account.

Definition of personal and certain personal Trust TD Relationship Savings accounts:

Account Type	Eligibility Requirements	Ownership Requirements
TD Relationship Savings SM	In good standing	Individual, Primary or Secondary Owner, OR Trust set up with a Social Security Number, or be a Trustee of such a Trust account

Eligible accounts you may link:

Account Type	Eligibility Requirements	Ownership Requirements
Mortgage*, Home Equity Line of Credit, Home Equity Loan	In good standing	Individual, Primary or Secondary Owner
Credit Card	In good standing	Individual or Primary Owner
Checking	In good standing and, one Deposit, Withdrawal, Payment or Transfer transaction during the previous calendar month	Individual, Primary or Secondary Owner

*Mortgages that we no longer service are not eligible

In addition, certain personal Trust accounts are eligible to be linked:

Account Type	Eligibility Requirements	Ownership Requirements
Checking	In good standing and, one Deposit, Withdrawal, Payment or Transfer transaction during the previous calendar month	Trust set up with a Social Security Number, or be a Trustee of such a Trust account

On the last Business Day of a calendar month, if you do not have a linked, eligible personal Account (Checking, Mortgage, Home Equity Loan, Home Equity Line of Credit or Credit Card Account), the interest rate and APY applied to your account from the first Business Day of the next calendar month will be adjusted to reflect this change.

For the current interest rate on your account, please refer to the appropriate table on the accompanying Rate Sheet.

Type of TD Relationship Savings account	Table on Rate Sheet
Qualifying TD Relationship Savings accounts with an eligible TD Bank account linked to it	TD Relationship Savings (with linked account)
All other TD Relationship Savings accounts	TD Relationship Savings (without linked account)

Non-personal TD Relationship Savings accounts will receive the interest rate and APY applicable to TD Relationship Savings accounts without a linked account.

Information regarding your linked account may be made available to any other owner or signer on any of the accounts you have linked.

If you choose to link your personal account to an account for which you serve as trustee, either of your accounts may receive a financial benefit, which could be a violation of your fiduciary duties.

TD Growth Money Market: For personal and certain personal Trust TD Growth Money Market accounts, the interest rate and APY applied will also be determined by whether your account meets all of the following criteria:

a. Whether or not your TD Growth Money Market account qualifies, as defined below:

Account Type	Eligibility Requirements	Ownership Requirements
TD Growth Money Market SM	In good standing	Individual, Primary or Secondary Owner, OR Trust set up with a Social Security Number, or be a Trustee of such a Trust account

b. Whether or not we have on record an eligible, personal TD Bank Checking account linked to your TD Growth Money Market account. Eligible accounts you may link include:

Account Type	Eligibility Requirements	Ownership Requirements
Personal Checking	In good standing	Individual, Primary or Secondary Owner
Personal Checking (Trust)	In good standing	Trust set up with a Social Security Number, or be a Trustee of such a Trust account

c. Whether or not your TD Growth Money Market has grown by \$50 or more during your current statement cycle. This is determined by comparing the closing balance on your current statement to the closing balance on your previous statement.

- d. Whether or not you made at least one qualifying transfer into your TD Growth Money Market account during your current statement cycle.
 - i. A qualifying transfer is a recurring transfer of any amount from a TD Bank account. Eligible transfers include recurring transfers set up by phone or at a TD Bank Store, or through Online Banking. Transfers set up using ATMs, voice response units, overdraft protection transfers, and sweeps are not eligible.
 - ii. In addition, an Immediate transfer completed through Online Banking will also qualify.
 - iii. To be eligible, your qualifying transfer must post during the period starting the first business day and ending the last business day of your current statement cycle. Please be aware of the available balance in your accounts - transferring funds from an account with an insufficient balance may result in an Overdraft and a fee may be charged. Please refer to the Overdraft section for details.

On the last business day of your statement cycle, we will determine whether you meet the above requirements, and the interest rate and APY applied to your account from the first business day of the next statement cycle will be adjusted, if necessary, to reflect your account qualification status.

For the current interest rate on your account, please refer to the appropriate table on the accompanying rate sheet

Type of TD Growth Money Market	Table on Rate Sheet
Qualifying TD Growth Money Market accounts with a linked eligible Checking account, net balance growth of at least \$50, and a recurring transfer into the account	TD Growth Money Market (with Qualifying Activity)
All other TD Growth Money Market accounts	TD Growth Money Market (without Qualifying Activity)

Non-personal TD Growth Money Market accounts will receive the interest rate and APY applicable to TD Growth Money Market accounts without qualifying activity.

Information regarding your linked account may be made available to any other owner or signer on any of the accounts you have linked.

If you choose to link your personal account to an account for which you serve as trustee, either of your accounts may receive a financial benefit, which could be a violation of your fiduciary duties.

Fixed Rate CDs: The interest rate and APY are fixed for the term of the certificate and may only be changed at maturity.

Step Rate CD: Three (3) and five (5) year terms are available. The APY will increase every year on the anniversary of the Account open date. At maturity, the Step Rate CD will renew to a one (1) year term.

2A. TD Relationship Checking, TD Relationship Savings and Private High Yield Savings Accounts: The Chart which follows indicates the balance tier levels used to determine the variable interest rate and APY being applied to your Account. The interest rate and annual percentage yield for the appropriate tier will be paid on the full balance in the Account.

Balance Tier Structure:

\$ 0.01 – \$ 999.99	\$ 50,000.00 – \$ 99,999.99
\$ 1,000.00 – \$ 9,999.99	\$ 100,000.00 – \$ 249,999.99
\$ 10,000.00 – \$ 24,999.99	\$ 250,000.00 – \$ 499,999.99
\$ 25,000.00 – \$ 49,999.99	\$ 500,000.00 – \$ 999,999.99
	\$ 1,000,000.00+

2B. TD Growth Money Market: The Chart below indicates the balance tier levels used to determine the variable interest rate and APY being applied to your Account. The interest rate and annual percentage yield for the appropriate tier will be paid on the full balance in the Account.

Balance Tier Structure:

\$ 0.01 – \$ 999.99	\$ 10,000.00 – \$ 24,999.99
\$ 1,000.00 – \$ 1,999.99	\$ 25,000.00 – \$ 49,999.99
\$ 2,000.00 – \$ 4,999.99	\$ 50,000.00 – \$ 99,999.99
\$ 5,000.00 – \$ 9,999.99	\$ 100,000.00 – \$ 249,999.99
	\$ 250,000.00+

2C. TD Premier Checking: The Chart below indicates the balance tier levels used to determine the variable interest rate and APY being applied to your Account. The interest rate and annual percentage yield for the appropriate tier will be paid on the full balance in the Account.

Balance Tier Structure:

\$ 0.01 – \$ 2,499.99	\$ 50,000.00 – \$ 249,999.99
\$ 2,500.00 – \$ 49,999.99	\$ 250,000.00+

2D. Private Tiered Checking Account: The Chart below indicates the balance tier levels used to determine the variable interest rate and APY being applied to your Account. The interest rate and annual percentage yield for the appropriate tier will be paid on the full balance in the Account.

Balance Tier Structure:

\$ 0.01 – \$ 9,999.99	\$ 25,000.00 – \$ 249,999.99
\$ 10,000.00 – \$ 24,999.99	\$ 250,000.00 – \$ 499,999.99
	\$ 500,000.00+

2E. Health Savings Account: The Chart on page 31 indicates the balance tier levels used to determine the variable interest rate and APY being applied to your Account. The interest rate and annual percentage yield for the appropriate tier will be paid on the full balance in the Account.

Balance Tier Structure:

\$ 0.01 -- \$2,499.99	\$10,000.00 -- \$24,999.99
\$2,500.00 -- \$9,999.99	\$25,000.00 -- \$49,999.99
	\$50,000.00+

2F. NOTICE: Applicable to Certificates of Deposit ONLY:

(i) **Early Withdrawal Penalties:** No part of the principal may be withdrawn prior to maturity without the Bank's consent. No withdrawals will be permitted during the first seven (7) days of the CD term. If the Bank does allow an early withdrawal, the following penalties will apply:

CD Term (Including Basic, No Catch and IRA Add-Vantage CDs)	Penalty
7 – 89 days	All interest
90 days < 1 year	3 months' interest
1 year < 2 years	6 months' interest
2 years +	9 months' interest
Step Rate CD Term	Penalty
3 years	9 months interest
5 years	12 months interest

In certain circumstances, such as the death or incompetence of an owner of the CD, the penalty may be waived. In no circumstances can the amount withdrawn bring the balance to below the Minimum to Open, as disclosed in the accompanying Account Maintenance Information grid.

Step Rate CD: Partial and full withdrawals may be made without penalty during a ten (10) day grace period that begins on each anniversary of the account opening date.

"No Catch" CD: At no cost to you, you will have the option to withdraw principal funds without penalty once during the term of the CD. Therefore, if you choose to withdraw principal funds, there will be no penalty for that withdrawal. More than one withdrawal of principal during the term of this CD may result in a penalty. The interest rate and APY remain the same for the term. No withdrawals will be permitted during the first seven (7) days of the CD term.

(ii) **Withdrawal of Interest Prior To Maturity:** The APY disclosed assumes interest and principal will remain on deposit until maturity. A withdrawal will reduce earnings. For CDs of less than one (1) year, the APY assumes the CD remains on deposit for one (1) year at the current rate.

(iii) **Renewal Policies:** Unless otherwise noted, CDs will automatically renew to the same term at maturity. At maturity, the Step Rate CD will renew to a one (1) year CD.

At maturity you will have ten (10) Calendar Days after the maturity date to withdraw the funds without penalty. Interest not withdrawn will be converted to principal upon the renewal of the certificate.

(iv) **Interest Computation:** Interest is accrued on all deposits as of the day the Account is opened on a 365/365-day basis (366/366-day basis during a leap year), and is compounded monthly on the cycle date. The APY for the Account assumes that interest will remain on deposit until maturity; a withdrawal will reduce earnings. The daily balance method is used to calculate the interest on the Account. This method applies a daily periodic rate to the principal in the Account each day. Interest is credited monthly for all CDs.

3. **Frequency of Compounding and Crediting of Interest (Applicable to All Interest Bearing Accounts):** With the exception of Holiday Club and Club Saver Accounts, the Bank compounds interest monthly. Interest is credited on a monthly basis. For Holiday Club and Club Saver Accounts, the Bank compounds interest daily and credits the interest at maturity. If you or we close your interest bearing Account before the date of interest posting, accrued interest in the amount of \$10 or more will be paid. Accrued interest in an amount under \$10 will not be paid except at the discretion of the Bank.

4. **Minimum Balance Requirements (All Accounts):**

(i) **To Open Accounts:** To open an Account, you must deposit the amount shown in the accompanying Account Maintenance Information grid.

(ii) **To Avoid Imposition of Monthly Maintenance Fees:** To avoid the imposition of monthly maintenance fees, you must maintain the minimum required daily balance specified for your type of Account for that particular monthly cycle. See the accompanying Account Maintenance Information grid for your type Account.

(iii) **TD Simple Savings:** The monthly maintenance fee for TD Simple Savings accounts will be waived in each service charge cycle (a monthly period based on your statement date) that the account meets all of the criteria specified below. This waiver is only available for 12 months from the date you open your account, or 12 months from the date when you switch your account to TD Simple Savings.

a. Your TD Simple Savings account must qualify, as defined below:

Account Type	Eligibility Requirements	Ownership Requirements
TD Simple Savings SM	In good standing	Individual, Primary or Secondary Owner, OR Trust set up with a Social Security Number, or be a Trustee of such a Trust account

- b. We must have on record an eligible, personal TD Bank Checking account linked to your TD Simple Savings account. Eligible accounts you may link include:

Account Type	Eligibility Requirements	Ownership Requirements
Personal Checking	in good standing	Individual, Primary or Secondary Owner
Personal Checking (Trust)	in good standing	Trust set up with a Social Security Number, or be a Trustee of such a Trust account

- c. There must have been at least one qualifying transfer into your TD Simple Savings account.
- i. A qualifying transfer is a recurring transfer of at least \$25 from a TD Bank account. Eligible transfers include recurring transfers set up by phone or at a TD Bank Store, or through Online Banking. Transfers set up using ATMs, voice response units, overdraft protection transfers, and sweeps are not eligible.
 - ii. In addition, an immediate transfer completed through Online Banking will also qualify.
 - iii. To be eligible, your qualifying transfer must post during the period starting the last business day of your previous service charge cycle and ending the second-to-last business day of your current service charge cycle (See example in chart below). Please be aware of the available balance in your accounts – transferring funds from an account with an insufficient balance may result in an Overdraft and a fee may be charged. Please refer to the Overdraft section for details

Previous Service Charge Cycle	Monday, April 1 – Tuesday, April 30, 2013
Current Service Charge Cycle	Wednesday, May 1 – Friday, May 31, 2013
Dates you can make a qualifying transfer	Tuesday, April 30 – Thursday, May 30, 2013

We will determine whether your account qualifies for this monthly maintenance fee waiver on the second-to-last business day of your current service charge cycle.

- (iv) **Monthly Maintenance Fee Discount:** For all personal checking, savings, money market and health savings accounts that are charged a monthly maintenance fee, except for Private Banking Accounts, the monthly fee will be reduced by \$1.00 when you choose to stop receiving printed and mailed statements and switch to online statements only. The fee reduction is not applicable to passbook accounts.

5. **Balance Computation Method:** We use the daily balance method to calculate interest on your Account. This method applies a periodic rate to the principal in the Account each day.
6. **Accrual of Interest:** For all deposit accounts (except CDs), interest begins to accrue no later than the Business Day we receive credit for the deposit of non-cash items (for example, checks).
7. **Fees & Charges:** Monthly maintenance fees are shown in the accompanying Account Maintenance Information grid. You agree to pay all fees applicable to the Account including those detailed in the Personal Fee Schedule. You will be notified at least thirty (30) days in advance of any changes to these fees.
8. **Account Opening Bonus Promotions:** From time to time, we may offer cash bonus promotions for opening a new non-interest bearing checking account with an initial deposit of \$100 or more. If we are offering such a promotion, and if you open a new non-interest bearing checking account with an initial deposit of at least \$100 during the promotional period, you will receive a \$25 cash bonus when you open the account. This bonus will be credited to your checking account on the business day it is opened. These promotions cannot be combined with any other offer and are limited to one bonus per Customer. The value of this bonus may be reported to the Internal Revenue Service.

In addition, from time to time, we may offer a TD Bank Visa® Gift Card bonus promotion for opening a new non-interest bearing checking account with an initial deposit of \$250 or more. If we are offering such a promotion, and if you open a new non-interest bearing checking account with an initial deposit of at least \$250 during the promotional period, you will receive a \$25 TD Bank Visa® Gift Card bonus when you open the account. This bonus will be provided on the business day it is opened. These promotions cannot be combined with any other offer and are limited to one bonus per Customer. The value of this bonus may be reported to the Internal Revenue Service.

Also, from time to time, we may offer cash bonus promotions for enrolling in Direct Deposit in conjunction with opening a new non-interest bearing checking account with an initial deposit of \$100 or more. If we are offering such a promotion, and if you open a new non-interest bearing checking account with an initial deposit of at least \$100 and enroll in Direct Deposit on the spot during the promotional period, you will receive a \$25 cash bonus when you open the account. This bonus will be credited to your checking account on the business day it is opened. These promotions cannot be combined with any other offer and are limited to one bonus per Customer. The value of this bonus may be reported to the internal Revenue Service.

9. **Promotional CD Interest Rates:** From time to time, we may offer Promotional CD interest rates which may have different account opening requirements than our non-promotional (Basic) CD terms. These requirements will be disclosed on the Retail Deposit Rate Sheet. If we are offering such a promotion and you are opening a new account, you must deposit the required initial minimum balance to open the account in money not already on deposit at TD Bank to qualify. If we are offering such a promotion and you have a renewing CD, you may be eligible for the promotional rate by making a deposit of new to bank money to the renewing CD that is equal to or greater than the new account minimum balance requirement. Maximum deposit limits may apply.

Promotional CDs will automatically renew at maturity to the same term at the non-promotional (Basic) CD interest rate and APY in effect at the time of renewal unless we notify you otherwise. Promotional CD interest rates and/or Special Offers apply only until the promotional CD's first maturity date.

10. **Grand Opening Bonus CD Rate:** We may offer a special Grand Opening Bonus CD rate at new TD Bank Store locations. If we are offering such a promotion, you must deposit the required initial minimum balance to open the account in money not already on deposit at TD Bank to qualify. The maximum deposit is \$1,000,000. The offer is valid for new CD accounts only and does not include IRA CDs. A TD Bank personal checking account is required.

Grand Opening Bonus CDs will renew at maturity to the same term at the non-promotional (Basic) CD interest rate and APY in effect at the time of renewal unless we notify you otherwise. Grand Opening Bonus CD interest rate and/or Special Offers apply to the initial CD term only.

11. **Additional Deposits ("IRA Add-Vantage CD" only):** You may make additional deposits of not less than \$500.00 per deposit at any time during the term up to a maximum of \$250,000 in additional deposits.

Part III: Funds Availability Policy

Your ability to withdraw funds you have deposited at the Bank will be determined according to this policy.

This disclosure applies to all transaction accounts such as Checking and Interest Bearing Checking Accounts, and to Money Market, Savings, and Time Accounts.

The Bank's general policy is to make funds from your deposits available to you no later than the first (1st) Business Day after the day we receive your deposit. Electronic direct deposits and wire transfers will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written.

Determining the Availability of a Deposit

To determine the availability of your deposits, every day is a Business Day, except Saturdays, Sundays and federal holidays. On Business Days that we are open, the earliest time that we stop accepting deposits in our Stores for same-day credit is 8pm. Thus, if you make a deposit with a bank teller before 8pm on a Business Day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 8pm or on a day we are not open, we will consider that the deposit was made on the next Business Day we are open.

If you mail funds to us, the funds are considered deposited on the Business Day we receive them. Funds deposited in a night depository or Store lockbox are considered deposited on the next Business Day the Bank or Store lockbox is open.

If you make a deposit at a Bank ATM before 8pm on a Business Day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit at a Bank ATM after 8pm or on a day we are not open, we will consider that the deposit was made on the next Business Day we are open. Funds from any deposits (cash or checks) made at ATMs we do not own or operate may not be available until the fifth (5th) Business Day after the day of your deposit.

The length of the delay varies depending on the type of deposit and is explained below:

Same Day Availability

Funds from the following deposits are available on the same day they are deposited:

- Cash deposits made at the Bank's teller station;
- Funds received for deposit by an electronic payment (including ACH credits and transfers);
- Wire transfers;
- \$100.00 from non-cash deposits made at the Bank's teller station;
- \$100.00 from deposits made at the Bank's ATM (for accounts opened longer than 90 days).

Longer Delays May Apply

In some cases, we will not make all the funds that you deposit by check available at the times shown in this Policy.

Depending on the type of check you deposit, funds may not be available until the second (2nd) Business Day after the day of your deposit. The first \$200 of your deposit, however, will be available no later than the first (1st) Business Day after the day of your deposit. If we are not going to make all of the funds from your deposit available on the first (1st) Business Day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our

employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

In addition, funds deposited by check may be delayed for a longer period under the following circumstances:

- you deposit checks totaling more than \$5,000 on any one day (Note: The first \$200 will be made available no later than the first (1st) Business Day after the day of your deposit);
- we believe a check you deposited will not be paid;
- you re-deposit a check that has been returned unpaid;
- you have overdrawn your Account repeatedly, or would have overdrawn your account if checks had been honored in the last six (6) months;
- there is an emergency, such as failure of communications or computer equipment. (Note: The first \$200 will be made available no later than the first (1st) Business Day after the day of your deposit).

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh (7th) Business Day after the day of your deposit.

Special Rules For New Accounts

If you are a new Customer, the following special rules may apply during the first thirty (30) days your account is open.

- Funds from in-Store cash deposits, electronic direct deposits, and wire transfers to your Account will be available on the day we receive the deposit.
- The first \$100 of your daily in-Store non-cash deposits will be available to you on the day we receive the deposit.
- Funds from the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state, and local government checks will be available on the first (1st) Business Day after the day of your deposit.
- The excess over \$5,000 and funds from all other check deposits will be available no later than the seventh (7th) Business Day after the day of your deposit.

For new Customers using an ATM, the following additional special rules may apply during the first ninety (90) days your account is open.

- Cash deposits and the first \$100 of a check deposit made at a TD Bank ATM will be available to you on the first (1st) business day after the day of your deposit.
- Cash deposits made at an ATM the Bank does not own or operate will be available no later than the fifth (5th) business day after the day of your deposit.

- Check deposits made at an ATM the Bank does not own or operate will be available no later than the seventh (7th) business day after the day of your deposit.

Holds on Other Funds

If we accept for deposit or we cash a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately, but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another Account with us. The funds in the other Account would then not be available for withdrawal in accordance with the time periods that are described in this policy.

Non-U.S. Financial Institutions

We reserve the right to send any checks drawn on a foreign financial institution (including Canadian financial institutions) for collection. For each item sent, we will assess a collection charge plus any collection fees charged to us by other financial institutions which process the item as listed in our most recent Personal Fee Schedule. While the funds represented by checks that are sent for collection are generally available within thirty (30) Calendar Days or subject to payment by the Drawee bank, items sent for collection will be credited to your Account in U.S. dollars, with the amount of U.S. dollars credited calculated using our applicable exchange rate that is in effect on the date when we credit the funds to your Account and not when the deposit is made. If we do not enter any item (Canadian only) for collection, the funds will be available no later than the third (3rd) Business Day after the day of deposit.

Checks or Other Items Returned Subsequent to Funds Being Made Available

If a check or other item you deposited to your Account is returned to us unpaid after the funds have been made available to you, the amount of the check or other item will be deducted from your Account. If there are insufficient funds in your Account, we reserve the right to demand payment directly from you and to charge you for the overdraft as posted in our most recent Personal Fee Schedule.

Endorsements

Endorsements on items deposited to your Account are restricted, under federal law, to the first 1.5 inches of the back of the check. The remaining portion of the check is reserved for endorsements by banks. Your endorsement should contain your signature, the words "For Deposit Only," and your Account number. Improper endorsements may delay the check collection process and the subsequent crediting and availability of funds. While we may accept non-conforming endorsements, you agree you will be responsible for any losses.

Part IV: Electronic Funds Transfers Disclosure

The Electronic Funds Transfers ("EFT") we are capable of handling are indicated below. Some of these may not apply to your Account. Please read this disclosure carefully because it tells you your rights and obligations for these transactions. You should keep this notice for future reference.

Use of your ATM or Visa Debit Card may be restricted in certain countries due to security risks.

For security purposes, your card may be cancelled after 13 months of inactivity, except for Health Savings Account Debit Cards, which may be cancelled after 36 months of inactivity.

Direct Deposits

You may make arrangements for certain direct deposits to be accepted into your Checking, Savings or Money Market Deposit Accounts.

Pre-authorized Withdrawals

You may make arrangements to pay certain recurring bills from your Checking, Statement Savings or Statement Money Market Deposit Accounts.

Telephone Transfers

You may make arrangements to have telephone transfers between eligible Checking, Statement Savings or Statement Money Market Deposit Accounts through our telephone banking system.

Electronic Check Conversions

Some Point-of-Purchase terminals may provide you the option of initiating a one-time automatic debit from your Account by authorizing the merchant to obtain the necessary information from a check drawn on your deposit account. A check used in this way is treated as an EFT and is not a negotiable instrument in its own right. The check cannot be subsequently used and should be voided.

You may authorize a merchant or other payee to make a one-time electronic payment from your Checking Account using information from your check to:

- (i) Pay for purchases
- (ii) Pay bills

ATM Transaction Types

You may access your Account(s) by ATM using your ATM card or Visa Debit Card and Personal Identification Number (PIN) to:

- make deposits to Checking, Statement Savings, and Statement Money Market Accounts at TD Bank ATMs;

- get cash withdrawals and/or transfer funds from and between Checking, Statement Savings, and Statement Money Market Accounts linked to your card;
- make envelope-free deposits at many TD Bank ATMs;
- get information about the Account balance(s) in the Checking, Statement Savings, and/or Statement Money Market Account(s) linked to your card.

Note: Some of these services may not be available at all terminals.

Visa Debit Card Transaction Types

In addition to the ATM transaction types listed above, with your Visa Debit Card, you may:

- purchase goods online, via phone or in person, or pay for services wherever Visa Debit Cards are accepted;
- get cash from a merchant, if the merchant permits, or from a participating financial institution.

Note: If a merchant receives authorization for a purchase, TD Bank cannot return that transaction unpaid even if your account is not in good standing.

Visa Debit Card Limits

The standard daily limits (per card) are:

- ATM cash withdrawals -- \$750;
- POS (PIN) transactions -- \$2,000;
- Visa signature transactions and Visa cash advances -- \$5,000 each.

Visa Platinum Debit Card Limits

The standard daily limits (per card) are:

- ATM cash withdrawals -- \$1,000;
- POS (PIN) transactions -- \$2,000;
- Visa signature transactions -- \$10,000;
- Visa cash advances -- \$5,000.

ATM Card Limits

The standard daily limits (per card) are:

- ATM cash withdrawals -- \$750;

Personal Identification Number (PIN)

The PIN issued to you is for your security purposes. The numbers are confidential and should not be disclosed to third parties or recorded on the card. You are responsible for safekeeping your PIN(s). You agree not to disclose or otherwise make your PIN available to anyone not authorized to sign on your Account.

Termination

You may terminate the Electronic Funds Transfer Agreement by calling us and subsequently providing written notice. The Bank may terminate the Electronic Funds Transfer Agreement by notifying you in writing.

Charges for Electronic Funds Transfers

We may impose a fee, as disclosed on the Personal Fee Schedule, for personal account transactions you conduct at an ATM that we do not own or operate. Such transactions are referred to as "non-TD" ATM transactions. Fees imposed by TD Bank for non-TD ATM transactions will be reflected in your monthly statement. For certain account types we will waive the fee for some non-TD ATM transactions as disclosed on the Personal Fee Schedule.

Please note: For non-TD ATM transactions, the institution that owns the ATM (or the network) may assess a fee (surcharge) at the time of your transaction, including for balance inquiries. For some Checking Account types, we will reimburse you for these fees at the end of each statement cycle as disclosed on the Personal Fee Schedule.

International ATM Surcharge Fee for Accounts that Qualify for Surcharge Refunds: When we process an international ATM transaction and the fee is presented separately, we will refund the ATM surcharge fee assessed. If we do not receive the fee separately, we will refund the surcharge fee assessed if you bring us your ATM receipt within 90 calendar days of the transaction. Reimbursement is subject to the balance requirements as disclosed on the Personal Fee Schedule.

International ATM Card or Visa Debit Card Transactions: The exchange rate between the transaction currency and the billing currency used for processing international ATM Card or Visa Debit Card transactions is a rate selected by Visa from the range of rates available in wholesale markets for the applicable central processing date, which may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date.

Right To Documentation

Terminal Transactions

You can get a receipt at the time you conduct a transaction using automated teller machines or point-of-sale terminals, unless your transaction totals \$15.00 or less.

Direct Deposits

If you have arranged to have direct deposits made to your Account at least once every sixty (60) Calendar Days from the same person or company, you can call us at **1-888-751-9000** to find out whether the deposit has been made. With the exception of Passbook Savings Accounts, if the only possible transfers to or from your Account are direct deposits, you will get a monthly statement from us.

Periodic Statements

You will get a monthly Account statement from us for your Checking, Statement Savings, and/or Statement Money Market

Accounts unless there are no checks written or no electronic transfers in a particular month. If your Account is not a Holiday Club, Club Saver, IRA, Passbook or CD Account, in all cases you will receive a statement at least quarterly, unless we determine that your Account has been inactive for more than one year.

Passbook Accounts Where the Only Possible Electronic Funds Transfers Are Direct Deposits

If you bring your passbook to us, we will record any electronic deposits that were made since the last time you brought in your passbook. Passbook accounts are not available in all states.

Notice of Varying Amounts

If these regular payments may vary in amount, the person (or organization) you are going to pay will tell you, at least ten (10) Calendar Days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

Stop Payment Procedures and Notice of Varying Amounts

Right to Stop Payment and Procedures for Doing So

Pre-authorized transfers from your Account(s) can be discontinued, for a fee (see Personal Fee Schedule), by calling us at **1-888-751-9000** or by writing to:

Transaction Services Department
P.O. Box 1377
Lewiston, ME 04243-1377

To be effective, a stop payment request must be received at least three (3) Business Days prior to the regularly scheduled payment date, and must precisely identify the account number, date and amount of the payment, and the payee.

Your stop payment request will be effective after the request has been received by the Bank and the Bank has had a reasonable opportunity to act on it. If your stop payment request has been made orally, the Bank will send you a written confirmation. If your stop payment request is made in writing, you must use a form that is supplied by the Bank; this form will constitute written confirmation of your request. In either case, it is your responsibility to ensure that all of the information supplied on your written confirmation is correct and to promptly inform the Bank of any inaccuracies.

Unlike checks, you cannot place stop payments for purchases made by telephone, on the internet, or with your Visa Debit Card.

Liability for Failure to Stop Payment of Pre-authorized Transfer

If you order us to stop one of these payments three (3) Business Days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

Additional Information Required By Massachusetts Law

1. Any documentation provided to you which indicates an electronic fund transfer was made shall be admissible as evidence of the transfer and shall constitute prima facie proof that the transfer was made.
2. Unless otherwise provided in the Agreement, you may not stop payment of electronic fund transfers, therefore you should not employ electronic access for purchases or services unless you are satisfied that you will not need to stop payment.

Customer Safety Information Required By New York Law

Each time you use an Automated Teller Machine (ATM) keep the following safety tips in mind:

- (a) The activity of the ATM facility is being recorded by a surveillance camera or cameras;
- (b) Close the entry door completely upon entering and exiting;
- (c) Do not permit any unknown persons to enter after regular banking hours;
- (d) Place withdrawal cash securely upon your person before exiting the ATM facility.

Complaints concerning security in the ATM facility should be directed to your bank's security department at **1-888-751-9000** or NYS at 1-877-BANK-NYS, and the nearest available public telephone should be used to call the police if emergency assistance is needed.

Customer Safety Information Required By New Jersey Law

Please keep the following safety tips in mind while using an automated teller machine:

- (a) Be alert to your surroundings and to defer transactions if circumstances cause you to be apprehensive for your safety;
- (b) Close the entry door of any automated teller machine (ATM) facility equipped with a door;
- (c) Place withdrawn cash securely on your person before exiting any ATM facility

You should direct any complaints concerning automated teller machine security to the Corporate Security and Investigations Department of TD Bank at **1-888-751-9000** or to the New Jersey Department of Banking at 1-609-272-7272.

Our Liability

If we do not complete a transfer to or from your Account on time or in the correct amount according to our Agreement with you, we will be liable for losses or damages. However, there are some exceptions. We will NOT be liable for instance:

- 1) if, through no fault of ours, you do not have enough money in your Account to make the transfer.
- 2) if the transfer would go over the credit limit on your overdraft line.
- 3) if the automated teller machine where you are conducting the transfer does not have enough cash.
- 4) if the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- 5) if circumstances beyond our control prevent the transfer, despite reasonable precautions we have taken. Such circumstances include telecommunications and power outages or interruptions, postal strikes, delays caused by payees, fires and floods.
- 6) if the funds are subject to legal process or other encumbrances restricting such transfer.
- 7) if the transfer would result in your daily withdrawal limit being exceeded.
- 8) if the Bank has reason to believe that you or someone else is using the automated teller machine or other electronic banking service for fraudulent or illegal purposes.
- 9) if you do not give proper, complete or correct instructions for the transfer, or you do not follow the procedures in this Agreement or any other Agreement with us for requesting the transfer.
- 10) if your ATM or Visa Debit Card and/or your PIN has been reported lost or stolen, or we have canceled your PIN, your card, or otherwise terminated this Agreement.

There may be other exceptions stated in our Agreement with you.

Disclosures of Account Information To Third Parties

In order that your privacy may be protected, we will not disclose any information about you or your Account to any person, organization, or agency except:

- 1) for certain routine disclosures necessary for the completion of a transfer or to resolve errors; or
- 2) for verification of the existence and condition of your Account for a credit bureau or merchant; or
- 3) to persons authorized by law in the course of their official duties; or
- 4) to our employees, auditors, service providers, attorneys or collection agents in the course of their duties; or

- 5) pursuant to a court order or lawful subpoena; or
- 6) to a consumer reporting agency; or
- 7) to certain third parties with whom we have joint marketing agreements; or
- 8) to our affiliates as permitted by law; or
- 9) by your written Authorization which, for Massachusetts customers only, shall automatically expire forty-five (45) days after our receipt of your authorization.

For Massachusetts customers only: If an unauthorized disclosure has been made, we must inform you within three (3) days after we have discovered that an unauthorized disclosure has occurred.

Unauthorized Transfers:

Tell us AT ONCE if you believe your card, your PIN, or both has been lost, stolen or used without your permission, or if you believe that an electronic funds transfer has been made without your permission using information from your check. You could lose all the money in your Deposit Account, plus your available overdraft protection. Telephoning is the best way of keeping your possible losses down. If you notify us within two (2) Business Days after you learn of the loss or theft of your card or PIN, you can lose no more than \$50 if someone uses your card or PIN without your permission. If you do not notify us within two (2) Business Days after you learn of the loss or theft of your card or PIN, and we can prove we could have prevented someone from using your Card and/or PIN without your permission if you had told us, you could lose as much as \$500 (\$50 if you are a resident of Massachusetts and this Agreement is governed by Massachusetts law). You will not be liable for unauthorized purchases made with your Debit Card when used as if it were a Visa Credit Card. However, you can be held liable for fraudulent use of your Card and/or PIN when PIN-based transactions are made with your ATM or Debit Card.

Also, if your statement shows transfers that you did not make, notify us at once. If you do not notify us within sixty (60) Calendar Days after the statement was mailed to you, you may not get back any money you lost after the sixty (60) Calendar Days if we can prove that we could have stopped someone from taking the money if you had told us in time. (If you are a resident of Massachusetts and this Agreement is governed by Massachusetts law, the maximum amount of money you could lose is \$50.) If a good reason (such as a long trip or hospital stay) kept you from notifying us, we will extend the time periods.

If you believe your card and/or your PIN has been lost or stolen, someone has transferred or may transfer money from your Account without your permission, or a transfer has been made using the information from your check without your permission, call us at **1-888-751-9000**, or write:

Customer Service Department
 Mail Stop NJ5-002-215
 6000 Atrium Way
 Mt. Laurel, NJ 08054

Business Days: Monday through Friday, excluding federal holidays.

In Case Of Errors Or Questions About Your Electronic Funds Transfer

If you need information about an electronic funds transfer or if you believe there is an error on your bank statement or receipt relating to an electronic funds transfer, telephone the Bank immediately at **1-888-751-9000** or write to:

Transaction Services Department
 P.O. Box 1377
 Lewiston, ME 04243-1377

We must hear from you no later than sixty (60) Calendar Days after we sent you the FIRST statement on which the problem or error appeared. When contacting the Bank, please provide us with the following information:

- 1) Tell us your name and Account number.
- 2) A description of the error or transaction you are unsure about. Please explain as clearly as you can why you believe there is an error or why more information is needed.
- 3) The dollar amount of the suspected error.

When making a verbal inquiry, the Bank may ask that you send us your complaint in writing within ten (10) Business Days after the verbal inquiry. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Account.

We will complete our investigation within ten (10) Business Days after we hear from you (or within twenty (20) Business Days after we hear from you if your notice relates to a transfer that occurred within thirty (30) Calendar Days after your first deposit to the Account). If we need more time, however, we may take up to forty-five (45) Calendar Days to investigate your complaint or question. We may take up to ninety (90) Calendar Days to investigate your complaint or question if it relates to a transaction you initiated through point-of-sale, from outside the United States, or a transaction which occurred within thirty (30) Calendar Days after your first deposit to the Account. If we decide to do this, we will credit your Account for the amount you think is in error within ten (10) Business Days (or, twenty (20) Business Days if your complaint or question relates to a transfer which occurred within thirty (30) Calendar Days after your first deposit to the Account), so that you will have use of the money during the time it takes us to complete our investigation.

We will correct any error promptly after we complete our investigation. We will send you a written explanation within three

(3) Business Days after completing our investigation. You may ask for copies of the documents that we used in our investigation and we must make these available to you for inspection.

Part V: Substitute Checks and Your Rights

What is a substitute check?

To improve the way checks are processed, federal law permits banks to replace original checks with "substitute checks". These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check. Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your Account. However, you have rights under other law with respect to those transactions.

What are my rights regarding substitute checks?

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your Account (for example, if you think that we withdrew the wrong amount from your Account or that we withdrew money from your Account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your Account and fees that were charged as a result of the withdrawal (for example, bounced check fees). The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You are also entitled to interest on the amount of your refund if your Account is an interest-bearing Account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law. If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your Account earns interest) within 10 Business Days after we received your claim and the remainder of your refund (plus interest if your Account earns interest) not later than 45 Calendar Days after we received your claim. We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your Account.

How do I make a claim for a refund?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your Account, please contact us at **1-888-751-9000**. You must contact us

within 40 Calendar Days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the Account statement showing that the substitute check was posted to your Account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances. Your claim must include:

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check and/or the following information to help us identify the substitute check: check number, the name of the person to whom you wrote the check, the amount of the check and the date posted on your statement

Part VI: Night Depository Agreement

This Agreement governs the use of the night depository service of TD Bank, N.A. after September 1, 2011. By using this service after September 1, 2011, you agree to the terms of this Agreement. In this Agreement, the terms "you" and "your" refer to the Depositor and the terms "we", "us" and "our" refer to TD Bank, N.A.

Bags And Containers

- a) Disposable Bags – Effective September 1, 2011, all new Depositors using the night depository service must make deposits using the two-part disposable bags supplied by us or by our vendor. The bags must only be used for the deposit of currency, coin and negotiable instruments owned by you.
- b) Locking Bags, Zipper Bags, Envelopes and Other Containers – Existing Depositors using the night depository service may continue to use their existing locking bags, envelopes or other containers.
- c) All Bags, Envelopes and Containers -- You must record the contents of each bag, envelope or container on a deposit slip supplied or approved by us and place the deposit slip in the bag, envelope or container.

Method Of Deposit

Deposits made pursuant to this Agreement are to be either (i) placed in a night depository facility ("night depository") at one of our offices, or (ii) given directly to our employee at one of our offices during regular business hours without waiting for our employee to verify the amount of the deposit ("subject to count deposit"), or (iii) delivered to us via an armored carrier or by a courier service (a "Carrier").

Receipt Of Bags And Keys

You acknowledge receipt of any bank-supplied bags and any keys necessary to operate the exterior door of the night depository. Any lost keys must be reported to us immediately.

Third Party Carriers

We may arrange for and pay for a Carrier to collect deposits from you and deliver the deposits to us for processing. For any deposits made via a Carrier, you acknowledge and agree that (i) we do not own or control the Carrier, the Carrier's employees or the Carrier's facilities; (ii) the Carrier retains discretion to determine what customers and geographic areas it will serve and maintains the ultimate responsibility for scheduling, movement and routing; (iii) the Carrier acts as your exclusive agent when items are in transit and is responsible for the bags and their contents during transit, and (iv) the Carrier is responsible for maintaining adequate insurance covering theft, employee fidelity and other in-transit losses. The items transported by the Carrier are considered deposited only when actually received by us and verified and credited to your account.

Liability of Bank

You expressly agree that the use of the night depository service is at your own risk. We will not be responsible for any loss or damage sustained by you in the use of the night depository service resulting from any cause whatsoever, including mechanical defects or a malfunction of the night depository itself, unless such loss or damage is directly caused by our negligence or willful misconduct. In no event will we be liable for damages resulting from causes beyond our control or for consequential, special or punitive damages or for any lost profits.

Contents Not Insured

We do not insure the contents of any bag, envelope or container.

Processing Deposits

You give us authority to open the bags and process for deposit any coin, currency or negotiable instruments found in the bags. You acknowledge and agree that the deposit slip you provide is not conclusive as to the contents of the bags and the determination of our employee is conclusive as to the contents of the bags. Our Funds Availability Policy, as it may be amended from time to time, applies to all deposits. We may take up to two Business Days following the day the bag is received to count the cash in the bag and to credit your account based on our verified cash count. We will use ordinary care and adhere to the reasonable commercial standards of the banking business in connection with the receipt and processing of the contents of the bags.

Fees And Service Charges

You agree to pay all fees associated with this service as described in the Personal Fee Schedule. We may change those fees from time to time by giving you notice of such changes in the manner specified in the Deposit Account Agreement or as may be required by applicable law.

Termination

This Agreement may be terminated by either you or by us immediately by giving oral or written notice to the other. Upon termination of this Agreement, you agree to return any key(s) to the night depository facility.

Entire Agreement; Conflict Of Terms; Governing Law

This Agreement constitutes the entire agreement between you and us with respect to the use of the night depository service. In the event of any conflict between any provision of this Agreement and any provision of the Deposit Account Agreement relative to the night depository service, the provision of this Agreement shall control. This Agreement shall be governed by the state laws that apply to your primary deposit account.

EXHIBIT B

Important Information for Consumers about Your TD Bank Checking Account



America's Most Convenient Bank®

What you need to know about overdrafts and overdraft fees.

As a convenience to our valued Customers, we offer an overdraft service called **TD Debit Card AdvanceSM** with our personal checking accounts. With this option, we may authorize debit card purchases or ATM transactions even when you do not have enough money available in your account so you may be able to complete your transaction, but it may result in a fee. **We do not authorize and pay such overdrafts unless you choose to enroll in TD Debit Card Advance. If you want TD Bank to authorize and pay overdrafts on your ATM and one-time debit card transactions (or change your enrollment status at any time), stop by any TD Bank, call us at 1-888-751-9000, or connect to tdbank.com.** Please read below for information about our overdraft practices.

Overview

An overdraft occurs when you do not have enough money available in your account to cover a transaction, but we pay it anyway. We can cover your overdrafts in two different ways:

1. We have standard overdraft practices that come with your account.
2. We also offer overdraft protection plans, such as a link to a savings account which may be less expensive than our standard overdraft practices. To learn more, ask us about these plans.

This notice explains our standard overdraft practices.

Standard Overdraft Practices

What are the standard overdraft practices that come with my account?

We may, at our discretion, authorize and pay overdrafts for the following types of transactions:

- Checks and other transactions made using your checking account number
- Automatic bill payments
- Online Banking transfers and payments made through Bill Pay
- Recurring debit card transactions
- External transfers to other institutions and payments to other people
- Telephone transfers

We may not authorize and pay overdrafts for the following types of transactions unless you ask us to:

- One-time debit card transactions
- ATM transactions

If you want TD Bank to authorize and pay overdrafts on these transactions, enroll in TD Debit Card Advance.

If we do not authorize and pay an overdraft, your transaction will be declined.

If a merchant receives authorization for a purchase, TD Bank can not return that transaction unpaid even if your account is not in good standing.

We pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction.

For example, we typically do not pay overdrafts if your account is not in good standing, or you are not making regular deposits, or you repeatedly overdraw.

Overdraft Fees

What fees will I be charged if my overdraft is paid?

- We will charge you a \$35 fee each time we pay an overdraft, up to 5 overdraft fees per day.
- You may overdraw your account by up to \$5 without being charged a fee. If your negative balance exceeds \$5 we will charge you for each transaction that overdraws your account.
- Please note, you are obligated to repay overdrafts immediately.
- Transactions are processed at the end of each Business Day in the following order;
 1. Deposits, withdrawals (including pending items) and some fees are processed in chronological order based on their date and time information.
 - a. These fees are: overdraft, wire transfer, deposit returned item, and other returned item fees.
 - b. Checks drawn upon your account and not cashed at a TD Bank store are processed from lowest to highest check number, after all transactions listed above
 2. Then, interest credits and all other fees are processed.The order in which transactions are processed may affect the total amount of overdraft fees incurred. Please refer to your Personal Deposit Account Agreement for more information.



America's Most Convenient Bank®

1-888-751-9000 | tdbank.com

EXHIBIT C

TD Simple CheckingSM Account Guide

An ideal account if you want a low and predictable monthly fee with no minimum daily balance requirement. We've created this easy to follow outline of services, fees and policies to help you understand how this account works. All of our accounts also include convenient services such as online and mobile banking with free bill pay, free Visa[®] debit card and Live Customer Service 24/7.

Account opening and usage	Minimum deposit needed to open account	\$0.00
	Monthly maintenance fee	\$5.99
	Minimum daily balance to waive monthly maintenance fees	None
	Pays interest	No
	ATM fees	\$0.00 For using TD ATMs in the U.S. and Canada
\$3.00 For each withdrawal, transfer, and balance inquiry conducted at a non-TD ATM. The institution that owns the terminal (or network) may assess a fee (surcharge) at the time of your transaction, including balance inquiries.		
Overdraft information and fees	Overdraft-paid fee	\$35.00 For each item we pay
	Overdraft-return fee (non-sufficient funds)	\$35.00 For each item we do not pay
	Maximum number of overdraft fees per Business Day	5 Per account
	Sustained overdraft fee	\$20.00 Applied on the 10th consecutive Business Day of overdraft status. You will be charged even if your account balance at end of Business Day is overdrawn by \$5 or less.
	Overdraft protection transfer fee	\$10.00 For each day we transfer available funds from an overdraft protection such as TD Bank Moneyline SM Overdraft Protection or a savings account.
	Overdraft fee threshold	If your account balance at end of Business Day is overdrawn by \$5 or less, you will not be charged overdraft-paid, overdraft-return or overdraft protection transfer fees.
Overdraft options for Customers with debit cards	<p>TD Debit Card AdvanceSM</p> <p>We offer an overdraft service called TD Debit Card Advance with our personal checking accounts. To enroll in TD Debit Card Advance, stop by a TD Bank near you, call us at 1-888-751-9000 or connect to tdbank.com/tdadvance. For more information on TD Debit Card Advance, please see this important information. We also offer overdraft protection plans, such as a link to a savings account or to an overdraft line of credit, which may be less expensive.</p>	



America's Most Convenient Bank[®]

1-888-751-9000

Overdraft options for Customers with debit cards (continued)	Option A (default) – You do not enroll in TD Debit Card Advance SM	This means your account is set up to decline any ATM or one-time debit card transactions that may overdraw your account. Since these transactions will be declined when you have insufficient available funds, you will not be charged the overdraft-paid fees for ATM or one-time debit card transactions. We may authorize and pay overdrafts for other transaction types.
	Option B – You enroll in TD Debit Card Advance	This means you choose to allow TD Bank to authorize one-time debit card purchases and ATM transactions when you do not have enough money available in your account. Whether an overdraft will be paid is at our discretion, and we reserve the right not to pay. \$35 each time we pay an overdraft, up to 5 overdraft fees per Business Day.

Additional account support	Checks	
	Money orders	\$5.00
	Official checks (cashier's check)	\$8.00
	Account services	
	Stop payment fee (per item)	\$30.00
	Monthly paper statement fee	\$1.00
	Printed check images with monthly paper statement (subject to limitations under applicable state laws)	\$2.00
	Copies	
	Statements with check copies and/or deposit slips only, per statement	\$5.00
	Deposit reconstruction, per transaction	\$5.00
	Statements with check copies and deposit reconstructions, per statement	\$25.00
	Other	
	Cashed or deposited item returned (per item)	\$15.00 For each item you deposit or cash that is returned unpaid. Example: You deposit a check from someone who doesn't have enough money in their account to cover the check. The amount of the check will be subtracted from your balance and you will be charged the cashed or deposited item return fee.
Levy/legal order	\$125.00	
ATM/debit card research (per hour)	\$25.00	

Funds transfer	Wires	\$15.00 Incoming wire (domestic and international) \$25.00 Outgoing wire (domestic) \$40.00 Outgoing wire (international), plus exchange rate, taxes and correspondent fee(s)
	Online banking transfers	Free Internal transfers (to/from other TD Bank accounts) Free External transfers from other institutions with 3 day delivery \$3.00 External transfers to other institutions with 3 day delivery \$7.00 External transfers to/from other institutions with next day delivery
	Payments to/from other people (Popmoney [®])	\$1.00 3 Day delivery to others \$7.00 Next day delivery to others \$1.00 Request funds from others



International items	Foreign bank drafts, purchased	\$25.00
	Foreign currency bank notes	\$7.50 Orders of \$250 and above \$17.50 Orders less than \$250
	International collections items, plus correspondent fee(s)	\$17.50
Processing policies	Posting order (The order in which withdrawals and deposits are processed)	<p>Transactions are processed at the end of each Business Day in the following order; which may not be the order in which they occurred:</p> <ol style="list-style-type: none"> 1. Deposits that have become available to you 2. Pending debit card, ATM or electronic transactions that have been authorized but not yet paid 3. Outgoing wire transfers, return deposit items and debit adjustments in highest to lowest dollar order 4. Overdraft fees, other returned item fees and deposit return fees in highest to lowest dollar order 5. Checks, debit card, ATM transactions, online bill payments, transfers and payments to other people, all other account fees (except those in #6 below) and all other items in the highest to lowest dollar order 6. Fees, such as monthly maintenance fees, assessed at the end of a statement cycle
	Funds Availability Policy (When funds deposited to your account are available)	<ul style="list-style-type: none"> • Wire transfers, electronic deposits and transfers between accounts <ul style="list-style-type: none"> – Immediately • Cash deposits made at any TD Bank Store or ATM <ul style="list-style-type: none"> – Immediately • Non-cash deposits made at any TD Bank Store <ul style="list-style-type: none"> – The first \$100 immediately – Remainder the next Business Day • Check deposits made at TD ATMs <ul style="list-style-type: none"> – The first \$100 immediately for accounts opened longer than 90 days – Remainder the next Business Day • Deposits made at non-TD ATMs <ul style="list-style-type: none"> – Fifth (5th) Business Day after the date of your deposit • Deposits made through TD Bank Mobile Deposit <ul style="list-style-type: none"> – Next Business Day after the date of your deposit • If we further delay the ability to withdraw funds <ul style="list-style-type: none"> – We will notify you and funds will generally be available no later than the seventh (7th) Business Day after the deposit date. <p>This represents our general policy. For specific details, please see the Funds Availability Policy in the Personal Deposit Account Agreement.</p>
	Business Day	A "Business Day" is a non-federal holiday weekday. The end of a Business Day varies by Store, but it is no earlier than 8pm EST.
Dispute resolution	<p>If you have questions or would like more information</p> <p>Please visit any of our Stores or call us at 1-888-751-9000. We will be happy to assist you. In addition, the Personal Deposit Account Agreement governs the terms and conditions of personal deposit account(s) with us. Please refer to the Agreement for complete checking account details.</p>	



EXHIBIT D

TD Premier CheckingSM Account Guide

An ideal account if you maintain a higher balance and want to maximize the interest you earn. We've created this easy to follow outline of services, fees and policies to help you understand how this account works. All of our accounts also include convenient services such as online and mobile banking with free bill pay, free Visa[®] debit card and Live Customer Service 24/7.

Account opening and usage	Minimum deposit needed to open account	\$0.00
	Monthly maintenance fee	\$25.00
	Minimum daily balance to waive monthly maintenance fees	\$2,500.00
	Pays interest	Yes
	ATM fees	<p>\$0.00 For using TD ATMs in the U.S. and Canada</p> <p>\$0.00 For each withdrawal, transfer, and balance inquiry conducted at a non-TD ATM. The institution that owns the terminal (or network) may assess a fee (surcharge) at the time of your transaction, including balance inquiries. You are reimbursed for this surcharge fee if you maintain your \$2,500 minimum daily balance.</p>
Overdraft information and fees	Overdraft-paid fee	\$35.00 For each item we pay
	Overdraft-return fee (non-sufficient funds)	\$35.00 For each item we do not pay
	Maximum number of overdraft fees per Business Day	5 Per account
	Sustained overdraft fee	\$20.00 Applied on the 10th consecutive Business Day of overdraft status. You will be charged even if your account balance at end of Business Day is overdrawn by \$5 or less.
	Overdraft protection transfer fee	\$10.00 For each day we transfer available funds from an overdraft protection such as TD Bank Moneyline SM Overdraft Protection or a savings account.
	Overdraft fee threshold	If your account balance at end of Business Day is overdrawn by \$5 or less, you will not be charged overdraft-paid, overdraft-return or overdraft protection transfer fees.
Overdraft options for Customers with debit cards	<p>TD Debit Card AdvanceSM We offer an overdraft service called TD Debit Card Advance with our personal checking accounts. To enroll in TD Debit Card Advance, stop by a TD Bank near you, call us at 1-888-751-9000 or connect to tdbank.com/tdadvance. For more information on TD Debit Card Advance, please see this important information. We also offer overdraft protection plans, such as a link to a savings account or to an overdraft line of credit, which may be less expensive.</p>	



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Overdraft options for Customers with debit cards (continued)	Option A (default) – You do not enroll in TD Debit Card Advance SM	This means your account is set up to decline any ATM or one-time debit card transactions that may overdraw your account. Since these transactions will be declined when you have insufficient available funds, you will not be charged the overdraft-paid fees for ATM or one-time debit card transactions. We may authorize and pay overdrafts for other transaction types.
	Option B – You enroll in TD Debit Card Advance	This means you choose to allow TD Bank to authorize one-time debit card purchases and ATM transactions when you do not have enough money available in your account. Whether an overdraft will be paid is at our discretion, and we reserve the right not to pay. \$35 each time we pay an overdraft, up to 5 overdraft fees per Business Day.

Additional account support	Checks	
	Money orders	Free
	Official checks (cashier's check)	Free
	Account services	
	Stop payment fee (per item)	Free
	Monthly paper statement fee	Free
	Printed check images with monthly paper statement (subject to limitations under applicable state laws)	Free
	Copies	
	Statements with check copies and /or deposit slips only, per statement	\$5.00
	Deposit reconstruction, per transaction	\$5.00
	Statements with check copies and deposit reconstructions, per statement	\$25.00
	Other	
	Cashed or deposited item returned (per item)	\$15.00 For each item you deposit or cash that is returned unpaid. Example: You deposit a check from someone who doesn't have enough money in their account to cover the check. The amount of the check will be subtracted from your balance and you will be charged the cashed or deposited item return fee.
Levy/legal order	\$125.00	
ATM/debit card research (per hour)	\$25.00	

Funds transfer	Wires	Free Incoming wire (domestic and international)
		\$25.00 Outgoing wire (domestic)
		\$40.00 Outgoing wire (international), plus exchange rate, taxes and correspondent fee(s)
	Online banking transfers	Free Internal transfers (to/from other TD Bank accounts)
		Free External transfers from other institutions with 3 day delivery
		\$3.00 External transfers to other institutions with 3 day delivery
Payments to/from other people (Popmoney [®])	\$7.00 External transfers to/from other institutions with next day delivery	
	\$1.00 3 Day delivery to others	
	\$7.00 Next day delivery to others	
		\$1.00 Request funds from others

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International items	Foreign bank drafts, purchased	\$25.00
	Foreign currency bank notes	\$7.50 Orders of \$250 and above
		\$17.50 Orders less than \$250
International collections items, plus correspondent fee(s)	\$17.50	
Processing policies	Posting order (The order in which withdrawals and deposits are processed)	<p>Transactions are processed at the end of each Business Day in the following order; which may not be the order in which they occurred:</p> <ol style="list-style-type: none"> 1. Deposits that have become available to you 2. Pending debit card, ATM or electronic transactions that have been authorized but not yet paid 3. Outgoing wire transfers, return deposit items and debit adjustments in highest to lowest dollar order 4. Overdraft fees, other returned item fees and deposit return fees in highest to lowest dollar order 5. Checks, debit card, ATM transactions, online bill payments, transfers and payments to other people, all other account fees (except those in #6 below) and all other items in the highest to lowest dollar order 6. Fees, such as monthly maintenance fees, assessed at the end of a statement cycle
	Funds Availability Policy (When funds deposited to your account are available)	<ul style="list-style-type: none"> • Wire transfers, electronic deposits and transfers between accounts <ul style="list-style-type: none"> – Immediately • Cash deposits made at any TD Bank Store or ATM <ul style="list-style-type: none"> – Immediately • Non-cash deposits made at any TD Bank Store <ul style="list-style-type: none"> – The first \$100 immediately – Remainder the next Business Day • Check deposits made at TD ATMs <ul style="list-style-type: none"> – The first \$100 immediately for accounts opened longer than 90 days – Remainder the next Business Day • Deposits made at non-TD ATMs <ul style="list-style-type: none"> – Fifth (5th) Business Day after the date of your deposit • Deposits made through TD Bank Mobile Deposit <ul style="list-style-type: none"> – Next Business Day after the date of your deposit • If we further delay the ability to withdraw funds <ul style="list-style-type: none"> – We will notify you and funds will generally be available no later than the seventh (7th) Business Day after the deposit date <p>This represents our general policy. For specific details, please see the Funds Availability Policy in the Personal Deposit Account Agreement.</p>
	Business Day	A "Business Day" is a non-federal holiday weekday. The end of a Business Day varies by Store, but it is no earlier than 8pm EST.
Dispute resolution	<p>If you have questions or would like more information</p> <p>Please visit any of our Stores or call us at 1-888-751-9000. We will be happy to assist you. In addition, the Personal Deposit Account Agreement governs the terms and conditions of personal deposit account(s) with us. Please refer to the Agreement for complete checking account details.</p>	



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EXHIBIT E

TD Convenience CheckingSM Account Guide

An account ideal for everyday banking with a low minimum daily balance requirement. We've created this easy to follow outline of services, fees and policies to help you understand how this account works. All of our accounts also include convenient services such as online and mobile banking with free bill pay, free Visa® debit card and Live Customer Service 24/7.

Account opening and usage	Minimum deposit needed to open account	\$0.00
	Monthly maintenance fee	\$15.00
	Minimum daily balance to waive monthly maintenance fees	\$100.00
	Pays interest	No
	ATM fees	\$0.00 For using TD ATMs in the U.S. and Canada
\$3.00 For each withdrawal, transfer, and balance inquiry conducted at a non-TD ATM. The institution that owns the terminal (or network) may assess a fee (surcharge) at the time of your transaction, including balance inquiries.		
Overdraft information and fees	Overdraft-paid fee	\$35.00 For each item we pay
	Overdraft-return fee (non-sufficient funds)	\$35.00 For each item we do not pay
	Maximum number of overdraft fees per Business Day	5 Per account
	Sustained overdraft fee	\$20.00 Applied on the 10th consecutive Business Day of overdraft status. You will be charged even if your account balance at end of Business Day is overdrawn by \$5 or less.
	Overdraft protection transfer fee	\$10.00 For each day we transfer available funds from an overdraft protection such as TD Bank Moneyline SM Overdraft Protection or a savings account.
	Overdraft fee threshold	If your account balance at end of Business Day is overdrawn by \$5 or less, you will not be charged overdraft-paid, overdraft-return or overdraft protection transfer fees.
Overdraft options for Customers with debit cards	<p>TD Debit Card AdvanceSM</p> <p>We offer an overdraft service called TD Debit Card Advance with our personal checking accounts. To enroll in TD Debit Card Advance, stop by a TD Bank near you, call us at 1-888-751-9000 or connect to tdbank.com/tdadvance. For more information on TD Debit Card Advance, please see this important information. We also offer overdraft protection plans, such as a link to a savings account or to an overdraft line of credit, which may be less expensive.</p>	



America's Most Convenient Bank®

1-888-751-9000

TD Convenience CheckingSM Account Guide

Overdraft options for Customers with debit cards (continued)	Option A (default) – You do not enroll in TD Debit Card Advance SM	This means your account is set up to decline any ATM or one-time debit card transactions that may overdraw your account. Since these transactions will be declined when you have insufficient available funds, you will not be charged the overdraft-paid fees for ATM or one-time debit card transactions. We may authorize and pay overdrafts for other transaction types.
	Option B – You enroll in TD Debit Card Advance	This means you choose to allow TD Bank to authorize one-time debit card purchases and ATM transactions when you do not have enough money available in your account. Whether an overdraft will be paid is at our discretion, and we reserve the right not to pay. \$35 each time we pay an overdraft, up to 5 overdraft fees per Business Day.
Additional account support	Checks	
	Money orders	\$5.00
	Official checks (cashier's check)	\$8.00
	Account Services	
	Stop payment fee (per item)	\$30.00
	Monthly paper statement fee	\$1.00
	Printed check images with monthly paper statement (subject to limitations under applicable state laws)	\$2.00
	Copies	
	Statements with check copies and/or deposit slips only, per statement	\$5.00
	Deposit reconstruction, per transaction	\$5.00
	Statements with check copies and deposit reconstructions, per statement	\$25.00
	Other	
Cashed or deposited item returned (per item)	\$15.00 For each item you deposit or cash that is returned unpaid. Example: You deposit a check from someone who doesn't have enough money in their account to cover the check. The amount of the check will be subtracted from your balance and you will be charged the cashed or deposited item return fee.	
Levy/legal order	\$125.00	
ATM/debit card research (per hour)	\$25.00	
Funds transfer	Wires	\$15.00 Incoming wire (domestic and international) \$25.00 Outgoing wire (domestic) \$40.00 Outgoing wire (international), plus exchange rate, taxes and correspondent fee(s)
	Online banking transfers	Free Internal transfers (to/from other TD Bank accounts) Free External transfers from other institutions with 3 day delivery \$3.00 External transfers to other institutions with 3 day delivery \$7.00 External transfers to/from other institutions with next day delivery
	Payments to/from other people (Popmoney [®])	\$1.00 3 Day delivery to others \$7.00 Next day delivery to others \$1.00 Request funds from others



International items	Foreign bank drafts, purchased	\$25.00
	Foreign currency bank notes	\$7.50 Orders of \$250 and above \$17.50 Orders less than \$250
	International collections items, plus correspondent fee(s)	\$17.50
Processing policies	Posting order (The order in which withdrawals and deposits are processed)	Transactions are processed at the end of each Business Day in the following order; which may not be the order in which they occurred: 1. Deposits that have become available to you 2. Pending debit card, ATM or electronic transactions that have been authorized but not yet paid 3. Outgoing wire transfers, return deposit items and debit adjustments in highest to lowest dollar order 4. Overdraft fees, other returned item fees and deposit return fees in highest to lowest dollar order 5. Checks, debit card, ATM transactions, online bill payments, transfers and payments to other people, all other account fees (except those in #6 below) and all other items in the highest to lowest dollar order 6. Fees, such as monthly maintenance fees, assessed at the end of a statement cycle
	Funds Availability Policy (When funds deposited to your account are available)	<ul style="list-style-type: none"> • Wire transfers, electronic deposits and transfers between accounts – Immediately • Cash deposits made at any TD Bank Store or ATM – Immediately • Non-cash deposits made at any TD Bank Store – The first \$100 immediately – Remainder the next Business Day • Check deposits made at TD ATMs – The first \$100 immediately for accounts opened longer than 90 days – Remainder the next Business Day • Deposits made at non-TD ATMs – Fifth (5th) Business Day after the date of your deposit • Deposits made through TD Bank Mobile Deposit – Next Business Day after the date of your deposit • If we further delay the ability to withdraw funds – We will notify you and funds will generally be available no later than the seventh (7th) Business Day after the deposit date <p>This represents our general policy. For specific details, please see the Funds Availability Policy in the Personal Deposit Account Agreement.</p>
	Business Day	A "Business Day" is a non-federal holiday weekday. The end of a Business Day varies by Store, but it is no earlier than 8pm EST.
Dispute resolution	<p>If you have questions or would like more information</p> <p>Please visit any of our Stores or call us at 1-888-751-9000. We will be happy to assist you. In addition, the Personal Deposit Account Agreement governs the terms and conditions of personal deposit account(s) with us. Please refer to the Agreement for complete checking account details.</p>	



EXHIBIT F



Home **Banking** Investing

Banking
Personal
Small Business
Commercial

Frequently Asked Questions

[What is TD Debit Card AdvanceSM?](#)

[Are there fees for the service?](#)

[If I have Savings Overdraft Protection, do I still need this service?](#)

[Are there alternatives to TD Debit Card Advance?](#)

[How do I get TD Debit Card Advance?](#)

[If I sign up, will my debit card charges always be approved?](#)

[When do I need to make my deposit to avoid an overdraft fee?](#)

[What happens to my debit card withdrawals and purchases if I don't enroll in TD Debit Card Advance?](#)

[Can I change my mind after I make a decision about TD Debit Card Advance?](#)

[Why does posting order matter?](#)

[What if I want all transactions, including checks and recurring Automatic Clearing House \(ACH\) debits, returned or declined when there is not enough money available in my account?](#)

What is TD Debit Card AdvanceSM?

TD Debit Card Advance is a discretionary overdraft service you can use to approve ATM transactions and one-time debit card purchases, available in your account.

Enrollment is not automatic - you must sign up for it. If you want to enroll in TD Debit Card Advance on your checking account, we need to hear from you:

[Log in to Online Banking](#)

Call 888-751-9000

[Visit any TD Bank](#)

Please read this [Important Information about TD Debit Card Advance](#)

Online content and offers just for you

We want to show you information and offers that we think you will enjoy. That's why we use cookies to help us deliver what matters to you.

[Continue banking](#)

[I'd like more information](#)

Are there fees for the service?

You may overdraw your account by up to \$5 without being charged an overdraft fee. If your negative balance exceeds \$5, we will charge you a \$35 overdraft for each transaction that overdraws your account. We will not charge more than 5 overdraft fees per day.

If I have Savings Overdraft Protection, do I still need this service?

Savings Overdraft Protection allows us to access funds from your TD bank savings account to cover transactions that would overdraw your account. However, if you don't have sufficient funds available in this account, your ATM transactions and one-time debit card purchases may be declined. TD Debit Card Advance allows us to approve these transactions at our discretion if you don't have enough money available in your savings accounts.

Are there alternatives to TD Debit Card Advance?

We also offer overdraft protection plans, such as a link to a savings or money market account or to an overdraft line of credit, which may be less expensive. [Learn more about your overdraft options.](#)

How do I get TD Debit Card Advance?

We offer TD Debit Card Advance on our personal checking accounts, so if you'd like to enroll, [stop by any TD Bank](#), call 888-751-9000 or [log in to Online Banking](#).

If I sign up, will my debit card charges always be approved?

Once you are enrolled in TD Debit Card Advance, we take your relationship, account history and spending patterns into account when making a decision to approve or decline a transaction. We typically do not pay overdrafts if your account is not in good standing, you are not making regular deposits, or you repeatedly overdraw.

When do I need to make my deposit to avoid an overdraft fee?

Make your deposit or account transfer before you make any purchases. For information regarding your availability of deposits, [please read our Personal Deposit Account Agreement](#). You may also be able to cover checks drawn on your account if you deposit by the cutoff time of the business day. Cutoff times:

Store deposits - made at a TD Bank Store teller station prior to 8:00 p.m. (Eastern Time)

Phone and online transfers - 11:00 p.m. (Eastern Time)

ATM deposits - 8:00 p.m. (Eastern Time) - Only \$100 is available for accounts opened longer than 90 days.

What happens to my debit card withdrawals and purchases if I don't enroll in TD Debit Card Advance?

If you do not choose to enroll in TD Debit Card Advance, your one-time debit or ATM transactions may be declined the moment you swipe your card if you do not have enough money available in your checking account and no fee will be assessed. We may authorize and pay overdrafts for your other transaction types at our discretion.

Can I change my mind after I make a decision about TD Debit Card Advance?

Yes, you may change our mind at any time – simply let us know. We're here to answer all your questions and discuss your options. You can call 888-751-9000, [stop by any TD Bank](#) to chat or [log in to Online Banking](#) to change your preference in the Service Center.

Why does posting order matter?

Transactions on personal TD Bank checking and money market accounts will generally be processed in the order in which they occurred. Be sure to deposit funds before spending them in order to avoid overdraft fees. For more information about how we process transactions, [please read our Personal Deposit Account Agreement](#) (334k PDF).

What if I want all transactions, including checks and recurring Automatic Clearing House (ACH) debits, returned or declined when there is not enough money available in my account?

Please call us at 888-751-9000 or [stop by any TD Bank](#) to discuss your options.

Important Details About TD Debit Card Advance

By enrolling in TD Debit Card Advance, you authorize us to permit ATM transactions and one-time debit card purchases to overdraw your account. A \$35 fee applies to each transaction presented to us for payment that results in your available account balance being, or remaining, overdrawn by more than \$5, whether that transaction is made by debit card, check, in-person withdrawal, or other electronic means. You are obligated to pay overdrafts immediately. Whether an overdraft will be paid is our discretion, and we reserve the right not to pay. For example, we typically do not pay overdrafts if your account is not in good standing, you are not making regular deposits, or you repeatedly overdraw. TD Debit Card Advance is different from other forms of overdraft coverage in that it does not transfer funds from an approved line of credit, savings account, or home equity line of credit. The order in which transactions are processed may affect the total amount of overdraft fees incurred. For more information [see the Personal Deposit Account Agreement](#).

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS
BRITNEY LAWRENCE, individually and on behalf of all others similarly situated
(b) County of Residence of First Listed Plaintiff Fairfield County, CT
(c) Attorneys (Firm Name, Address, and Telephone Number)
Joseph G. Sauder/Matthew D. Schelkopf, MCCUNE WRIGHT AREVALO
555 Lancaster Ave, Berwyn, PA 19312, telephone (610) 200-0339
jgs@mccunewright.com / mds@mccunewright.com

DEFENDANTS
TD BANK, N.A.
County of Residence of First Listed Defendant Camden County, NJ
NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.
Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)
1 U.S. Government Plaintiff
2 U.S. Government Defendant
3 Federal Question (U.S. Government Not a Party)
4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)
PTF DEF
Citizen of This State 1 1 Incorporated or Principal Place of Business In This State 4 4
Citizen of Another State 2 2 Incorporated and Principal Place of Business In Another State 5 5
Citizen or Subject of a Foreign Country 3 3 Foreign Nation 6 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)
Table with columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

V. ORIGIN (Place an "X" in One Box Only)
1 Original Proceeding
2 Removed from State Court
3 Remanded from Appellate Court
4 Reinstated or Reopened
5 Transferred from Another District (specify)
6 Multidistrict Litigation - Transfer
8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION
Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C. §§ 1332(d)(2) and (6)
Brief description of cause:
Defendant repeatedly charged overdraft fees for one-time debit card transactions

VII. REQUESTED IN COMPLAINT:
CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ 5,000,000.00
CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY (See instructions):
JUDGE DOCKET NUMBER

DATE 12/05/2017 SIGNATURE OF ATTORNEY OF RECORD s/Joseph G. Sauder

FOR OFFICE USE ONLY
RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE