

TD Bank

Terms of Service

Savings Account

August 2018



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Your relationship with TD Bank N.V.

These Terms shall apply to the savings account(s) and any supplemental services (together, the “Services”) which TD Bank N.V. provides to you from 11 August 2018. These are our standard terms and conditions on which we intend to rely. For your own benefit and protection you should read these Terms carefully.

In order to use the Services you will need to access them using our Secure Customer Portal and/or our TD Bank App. The first time you access the Services in this way, you will be asked to confirm that you agree to these Terms and any additional terms that form part of these Terms. In the event that you do not access the Services through the Secure Customer Portal or the TD Bank App and/or do not indicate your agreement to these Terms, you will be deemed to have agreed to these Terms by virtue of us having given you notice of them.

You should also review clause 10 to see the ways in which we may amend these Terms.

Don't know what something means?

These Terms use a number of special words with a particular meaning. You will find a Glossary at the end of these Terms to help you understand what these words mean.

If you do not understand any point, you can contact us for further information in the following ways:

On our Website: <https://tdbanknv.com> by using the 'Contact Us' section

By email: CustomerService@tdbanknv.com

By phone: From the UK: 0345 607 6006

From outside of the UK: 0044 345 607 6006 (please see the Website for when our lines are open)

Calling from within the UK: Local rates from landlines and mobile rates will apply depending on your telephone/mobile phone provider.

Calling from outside of the UK: International rates from landlines and mobile rates may apply depending on your telephone/mobile phone provider.

Core Terms

Key product information for TD Bank N.V. savings account(s)

Account name	TD Bank N.V. Savings Account
Interest rates	We will pay interest on your Account(s) in accordance with the applicable rates as set out from time to time in the Rates and Charges.
Transfers	Transfers (i.e. deposits and withdrawals) can only be made between your Account(s) and their corresponding Nominated Account(s). Transfers can only be made using the Secure Customer Portal and/or the TD Bank App.
Access	<p>Website: https://tdbanknv.com (by using the 'Contact Us' section)</p> <p>Phone: From the UK: 0345 607 6006</p> <p>From outside of the UK: 0044 345 607 6006 (please see the Website for when our lines are open)</p> <p>Calling from within the UK: Local rates from landlines and mobile rates will apply depending on your telephone/mobile phone provider.</p> <p>Calling from outside the UK: International rates from landlines and mobile rates may apply depending on your telephone/mobile phone provider.</p> <p>Email: CustomerService@tdbanknv.com</p>

1. Services

1.1 You will be able to access your Account(s) through the Secure Customer Portal and the TD Bank App, and for limited purposes, by telephone or any other method indicated to you from time to time. When you access your Account(s) you are authorising us to carry out all of your Instructions. In the case of joint Accounts we may act on Instructions from any one Account holder.

2. Accounts

2.1 The transfer of funds from or to your Account(s) may only be made to or from your corresponding Nominated Account(s).

2.2 Interest

We will pay interest on your Account(s) in accordance with the applicable rates as set out from time to time in the Rates and Charges.

2.3 Overdrafts

We do not provide an overdraft service and therefore you will not be able to withdraw an amount which exceeds the funds in your Account(s).

2.4 Cooling-off periods

2.4.1 If within fourteen (14) days of your deemed acceptance of these Terms you decide that you no longer want the Account(s) then we will refund your money. We will ignore any notice periods on the Account(s) and you will not have to pay any additional charges. We will pay you interest on sums refunded at the rates set out from time to time on the Rates and Charges for the period when Cleared Funds were in the Account(s) until the date of the refund.

2.4.2 If you wish to cancel these Terms, you must send a notice in writing to us within the timescales specified at clause 2.4.1 for the attention of Customer Services at the email address detailed in clause 15.4.

2.4.3 If you decide that you no longer want your Account(s) after the cooling-off period described above has ended, you must terminate your Account(s) in accordance with the termination clause at clause 12 of these Terms.

3. Currencies

You may have up to a maximum of four Accounts, each denominated in any one of the following currencies: British Pound

(GBP), Euro, (EUR), US Dollar (USD) and Canadian Dollar (CAD). For the avoidance of doubt, you can only have one Account denominated in each currency. Each Account will be linked to a Nominated Account of the same currency so that you can have a maximum of four Nominated Accounts, each in a different currency.

4. Statements

4.1 The Bank will provide you with statements for each Account held by you under the Services at least once per year. You will notify the Bank as soon as possible of any errors contained in any statement.

5. Account numbers and security

5.1 You may be required to provide us with a number of pieces of identifying information including but not limited to your passport number which we will use to identify you as our customer when you contact us.

5.2 You acknowledge that in relation to each Account:

5.2.1 You (and if applicable the other joint holder) are the sole and exclusive owner of the Account(s) and Authentication Information; and

5.2.2 You will be responsible for the confidentiality and use of the Account(s) and your Authentication Information.

5.2.3 Subject to clause 5.3 below, we may rely on all Instructions and other communications given or entered by you or anyone else using your Account number and Authentication Information, and you will be bound by any agreement entered into or expense incurred in reliance on such orders and communications.

5.3 We will be responsible for losses that you suffer as a result of any agreement entered into or expense incurred referred to in clause 5.2.3 where you tell us that you have not authorised such Instruction and/or communication unless we can show that you have acted negligently, fraudulently or in wilful default or you or anyone else using your Account(s) and Authentication Information has allowed an unauthorised person to give or enter into an order or communication.

6. Charges, taxes and payments

- 6.1 You will pay the charges for the Services that are set out from time to time in our Rates and Charges. Any such amounts due may be deducted from any funds held in or payments made to your Account(s) with us. We will tell you at least fourteen (14) days in advance if we make this kind of deduction.
- 6.2 You will at all times be fully responsible for payment of all other taxes due, for making all claims, for filing any tax returns and for providing any relevant tax authorities with information in relation to the Services we carry out for you or any money in your Account(s).
- 6.3 We will use reasonable endeavours to forward to you any tax documents which we may receive relating to you or any money in your Account(s).
- 6.4 We may impose certain additional charges as set out in the Rates and Charges which you shall be liable for if you do not materially comply with your obligations under these Terms.
- 6.5 If you fail to pay any amount due to us, interest will be payable by you on demand at the rate set out from time to time in the Rates and Charges together with all associated reasonable administrative and recovery costs including legal costs.
- 6.6 Any electronic payment received by us in currencies other than the currency of the relevant Account will not be accepted.

7. Losses

- 7.1 Neither we, our employees, agents, sub-contractors or any member of the TD Group shall be liable for any losses, costs, damages, liabilities or expenses suffered by you under these Terms (including without limitation any loss that may arise directly or indirectly from your inability to access the Services for any reason or for any delay in, or the failure of, the transmission or receipt of any Instructions or notifications sent to us through any electronic medium) except where caused directly by the negligence, wilful default, fraud or breach of these Terms by us or our employees, agents, sub-contractors or any TD Group company. This clause is entered into by us as trustee for our employees, agents, sub-contractors and TD Group companies.
- 7.2 Nothing in these Terms shall limit or exclude our liability for personal injury or death caused by our negligence.
- 7.3 We will be responsible for any foreseeable losses, costs, liabilities or expenses which you incur in connection with the Services or these Terms as a result of a breach of a material obligation of these Terms committed by us where we have failed to remedy the breach within a reasonable time of us becoming aware of such a breach (unless caused by your breach of these Terms, negligence, wilful default or fraud).
- 7.4 You will be responsible for any foreseeable losses, costs, liabilities or expenses which we incur in connection with the Services or these Terms as a result of a breach of a material obligation of these Terms committed by you where you have failed to remedy the breach within a reasonable time of us requesting you to do so (unless caused by our breach of these Terms, negligence, wilful default or fraud).

8. Your obligations

- 8.1 Each time you use the Services you will be confirming that:
- 8.1.1 You have all necessary power, authority and approvals to enter into and perform your obligations (and/or the obligations of the person(s) on whose behalf you are acting) under these Terms;
- 8.1.2 Your entering into and performance of these Terms and each transaction does not (as far as you are aware) violate, contravene, conflict with or constitute a default under any law, regulation, rule, judgement or contract; and
- 8.1.3 In accepting these Terms, we have not made, and you are not relying upon, any statements, representations, promises or undertakings that are not contained in these Terms.
- 8.2 You accept full responsibility for monitoring your Account(s). You agree to notify us immediately if you become aware of:
- 8.2.1 The loss, theft or unauthorised use of your username or Authentication Information or Account number; or

- 8.2.2 Any inaccurate information in the balances, statements, records or money held or transaction history relating to your Account(s).
- 8.3 You must make sure that your Authentication Information remains confidential at all times and you must take all responsible steps to:
- 8.3.1 Stop any other person using your Authentication Information;
- 8.3.2 Not disclose your Authentication Information to any other person including any of our employees (whether over the telephone or otherwise);
- 8.3.3 Not use your Account number in full or in part as your Authentication Information;
- 8.3.4 Not be overheard when contacting us by telephone; and
- 8.3.5 Not leave your Computer or Mobile Device unattended whilst you are logged on.
- 8.4 You must inform us if there is any change to any of your personal details such as your address, email address, telephone number or mobile telephone number.
- 8.5 You must provide us with information which we reasonably request in order to enable us to comply with our legal obligations in relation to providing the Service. This may include information about yourself and your transactions that we use in order to reduce the risk of your Account(s) being used for money laundering and other financial crime.

9. Circumstances beyond our reasonable control

- 9.1 We shall not be liable to you in any manner or be deemed to be in breach of any contract for the Services because of any delay in performing or any failure to perform any of our obligations due to any circumstances beyond our reasonable control.
- 9.2 For the purposes of this clause 9, "circumstances beyond our reasonable control" means any cause preventing us or you from performing any or all of our or your obligations which arises from any cause beyond our or your reasonable control including without limitation:
- 9.2.1 Failure, malfunction or unavailability of telecommunications, data communications and computer systems and services including the Secure Customer Portal and the TD Bank App;
- 9.2.2 Government actions (whether national, foreign or international authority), war or threat of war, acts of terrorism, national emergency, riot, civil disturbance, sabotage or requisition;
- 9.2.3 Act of God, fire, explosion, flood, epidemic or accident;
- 9.2.4 Labour disputes not including disputes involving our workforce;
- 9.2.5 Non-performance of any third party to perform its obligations; or
- 9.2.6 Inability to obtain or delay in obtaining supplies of adequate or suitable material, fuel, parts, machinery or labour.
- 9.3 In the event that we are unable to carry out our obligations under these Terms due to circumstances beyond our reasonable control as detailed above, we shall for so long as such circumstances continue, be relieved of our obligations under these Terms. We shall, as soon as possible after the end of such case or event, resume performance of our obligations under these Terms.

10. Variation of Terms

- 10.1 We can change, amend, supplement or delete any part of these Terms and, in particular but without limitation, we can:
- 10.1.1 Amend, suspend and/or terminate any or all of the Services and the Secure Customer Portal and the TD Bank App and/or change the hours and time of operation of any of our Services at any time when we have a valid reason to do so; and/or
- 10.1.2 Change the rates or amounts of interest that we pay you; and/or
- 10.1.3 Change the amounts that we charge you; and/or
- 10.1.4 Introduce new or different interest rates or make new or different charges to those set out from time to time in the Rates and Charges where there is a valid reason for doing so. Valid reasons may include but are not limited to one or more of the following:
- (a) in the case of interest:
- (i) to take account of the introduction of new rates of interest or changes to interest rates which other

- organisations pay to customers; or
- (ii) to reflect actual or expected changes in any relevant base rate,
- (b) in the case of charges:
 - (i) to enable us to harmonise our banking charging arrangements;
 - (ii) to reflect changes in the costs or administrative overheads we incur or reasonably expect to incur, and/or to take into account inflation; or
 - (iii) to reflect changes in the financial strength of the Bank, and
- (c) in the case of interest, charges and general terms:
 - (i) to reflect general banking practice or a change in general banking practice;
 - (ii) ensure that our banking business is run prudently;
 - (iii) to maintain the competitiveness of our banking business taking into account actual or expected changes;
 - (iv) to reflect changes in market conditions;
 - (v) to reflect changes, or anticipated changes, to the law, or interpretation of the law, codes of practice or the way that we are regulated;
 - (vi) to reflect a decision or recommendation made by, or a requirement of, a court, ombudsman, regulator or similar body or an undertaking given to any regulator;
 - (vii) to reflect changes in technology, or to provide for the introduction of new or improved systems, methods of operation, services or facilities;
 - (viii) to correct mistakes; or
 - (ix) to make these Terms easier for you to understand or fairer to you.
- 10.2 We will give you notice of any change made under clause 10.1 and the reason for that change as set out in clause 10.1. We will give that notice by any one or more of the following methods:
 - 10.2.1 Writing to you;
 - 10.2.2 Emailing you at your email address that you have previously provided us;
 - 10.2.3 Sending a message to your Personal Archive; or
 - 10.2.4 Placing a notice on the Website.
- 10.3 In the case of any change under clause 10.1.4 we will give you at least thirty (30) days' prior notice provided that changes made to reflect a change of law or regulation may, if necessary, take effect immediately.
- 10.4 Upon receipt of any such notice under clause 10.2, you may close your Account(s) without penalty or loss of credit interest within 30 days of receipt of that notice, but you must repay any interest or charges or other indebtedness outstanding on your Account(s). If you do nothing, you will be deemed to have accepted any change of which you have been notified by us.
- 11. Your personal data**

We may obtain information (including personal data) from you during the course of our relationship with you. We refer to our privacy statement published on our Website which describes in detail how we use your personal data <https://tdbanknv.com/privacy>.
- 12. Termination**
 - 12.1 We may terminate any part of these Terms and our obligation to provide the Services by giving notice to you, which will take effect immediately or after such period as may be specified in the notice, in accordance with these Terms.
 - 12.2 You may terminate these Terms at any time by providing written notice to us.
 - 12.3 If termination occurs, we will, as soon as reasonably practicable, subject to these Terms, arrange the delivery to you of any money in

- your Account(s) subject to any applicable charges as set out in the Rates and Charges.
- 12.4 Notwithstanding the provisions of clause 12.1 of these Terms, we will give you at least two (2) months' prior written notice of the closure of any Account(s) opened by us for you provided that there are no exceptional circumstances such as suspected fraud in relation to the Account(s). Interest will not accrue on an Account once it has been closed.
- 12.5 We may terminate these Terms with immediate effect by notice to you if you commit a material breach of these Terms which cannot be rectified by you on reasonable notice given to you by us.
- 12.6 We reserve the right to close your Account(s) without providing you with notification should it lay inactive and hold a zero money balance for a period of six (6) months or more.
- 12.7 We will not charge you for the termination of these Terms. However where charges for Services are applied on a regular basis, such charges will be apportioned up until the time of the termination of these Terms and any charges paid in advance will be reimbursed by us proportionally.
- 13. Our security interests**
 - 13.1 All of the money in your Account(s) is subject to a pledge (which is a type of security interest) in our favour to cover any outstanding amounts you may owe us for provision of the Services and we have a right of set-off. We may enforce these rights against your money in accordance with this clause 13 and, where it is reasonable to do so, we may enforce these rights against your representatives. For more details please refer to articles 24 and 25 of the Dutch General Banking Conditions 2017: <https://www.nvb.nl/english/2253/general-banking-conditions-algemene-bankvoorwaarden.html>
- 14. Assignment**
 - 14.1 We may at any time transfer or assign absolutely our rights, benefits and/or obligations under these Terms to another party (the assignee) by delivering to you a notification in writing. Any such transfer or assignment shall be subject to the assignee undertaking in writing to be bound by and perform our obligations under these Terms. If we do assign our rights, benefits and/or obligations under these Terms, we will only do so to a third party who is competent to carry out those functions and responsibilities and who will provide the same standard of service that we do.
 - 14.2 Our rights and obligations under these Terms are personal to you. This means that you cannot assign them.
- 15. Communications**
 - 15.1 All communications from us to you will be in English and either in writing, which shall include email and include any messages sent to your Personal Archive, or over the telephone and will take effect once dispatched to you (except as otherwise specified in these Terms, for example in clauses 10 and 12).
 - 15.2 You agree that we and/or any associate and/or our or their representatives or employees may communicate with you over the telephone, by email or by a message sent to you through your Personal Archive, even where you have not requested us to communicate with you. We will only do this in compliance with Applicable Law.
 - 15.3 All Instructions you give us should be in English, made using our Secure Customer Portal and/or the TD Bank App. They will take effect on the same Business Day if received before the applicable cut-off time set out in the Appendix, otherwise they will take effect on the next Business Day. Any written Instruction to take such action shall be at your risk and may not be processed unless and until acknowledged by us. If no such acknowledgement is received please contact us by telephone in accordance with clause 15.4.
 - 15.4 All other communications from you to us can be made in the following ways:
 - 15.4.1 On our Website by using the 'Contact Us' section;
 - 15.4.2 By email at CustomerService@tdbanknv.com; or
 - 15.4.3 By phone on 0345 607 6006 (from the UK) or 0044 345 607 6006 (from outside of the UK) (please see the Website for when our

lines are open). If you are calling from within the UK, local rates from landlines and mobile rates will apply depending on your telephone/mobile phone provider. If you are calling from outside of the UK, international rates for landlines and mobile rates may apply depending on your telephone/mobile phone provider.

16. Death or incapacity

- 16.1 In the event of the death of a sole Account holder, that Account holder's legal personal representatives must provide us with formal notice in the form of the original death certificate of the Account holder or a copy certified by a solicitor or another regulated professional person. We will then hold the existing monies in the Account(s) but will not carry out any transactions.
- 16.2 In the event of your death or in the event that your mental capacity is diminished or impaired, and your personal representatives (e.g. executors, trustees or those who have power of attorney) require funds to be withdrawn from your Account(s); provided that such request is in writing and supported by the relevant legal documentation (e.g. a will which is accompanied by the "Grant of Probate" document(s) or a registered power of attorney) we will allow the requested monies to be withdrawn from your Account(s).
- 16.3 We will also allow Cleared Funds to be withdrawn from your Account(s) for the purposes of paying inheritance tax.
- 16.4 In circumstances where probate has not yet been granted but your personal representatives as outlined above require funds from your Account(s) to pay for funeral expenses we will allow Cleared Funds to be withdrawn from your Account(s) provided that the request is in writing and supported by a letter from a solicitor.
- 16.5 Once we have received the grant of representation for your estate, we will then carry out the written instructions from your legal personal representatives. If we have not received any instructions after six (6) months we may re-register your Account(s) into the name(s) of your legal personal representative(s).
- 16.6 If your estate is too small to warrant a grant of representation, an indemnity form must be completed by the beneficiary(ies).
- 16.7 We shall not be responsible for any losses that result from us being unable to operate your Account(s) following your death other than caused by our wilful default, fraud or negligence. If you have a joint Account(s) and one of you dies, we will transfer the funds and the responsibility for any obligations connected with the Account(s) into the survivor's sole name. These Terms will remain in force between us and the survivor. Unless you have notified us otherwise, we will be entitled to treat that person as the only person with any interest in the Account(s).
- 16.8 Any applicable charges as detailed within the Rates and Charges will still be charged until the Account(s) is closed.

17. Joint Accounts

- 17.1 Where Accounts are in the name of more than one person each of you will be jointly and separately liable to us under these Terms. This means that each of you is separately responsible for keeping to these Terms. If either of you do not keep to them, we can take action against any of you, singularly or together. On the death of one of you, we may treat the survivor as the only person entitled to your money.
- 17.2 We will normally act on Instructions from either of you. If you give us conflicting Instructions, we will not have to act on them. Where Instructions can be given to us by either of you, you will be bound by the Instruction given by another joint Account holder.
- 17.3 We can contact either of you in relation to a joint Account(s) and any such communication with one of you will be treated as a communication with both of you.
- 17.4 If we become aware of divorce proceedings between joint Account(s) holders or there is a disagreement between either of you as to the running of the Account(s), we may, but are not obliged to, freeze your Account(s) or resort to joint authorisation for each Instruction on your Account(s).
- 17.5 If either of you give notice to end these Terms, we will close your Account(s) in accordance with the Instructions received. In such a case or if we give notice to end these Terms, we will transfer your money into your joint names, unless otherwise instructed.

18. Protection and compensation

Deposits are protected by the Dutch Deposit Guarantee Scheme (the "Dutch Scheme"). This Dutch Scheme guarantees an amount of €100,000 per person per bank (regardless of the number of Accounts held). Two persons holding a joint Account(s) each qualify for full compensation. For further information about the Dutch Deposit Guarantee Scheme (including the amounts covered and eligibility to claim) please contact us or refer to <http://www.dnb.nl/en/> or email info@dnb.nl.

19. General

- 19.1 All references to times in these Terms are to London time.
- 19.2 You should assume that all telephone calls, Website use, and emails between us will be recorded and use of the Secure Customer Portal and the TD Bank App will be monitored. These recordings will be our sole property and may be used for training purposes, as evidence in the event of a dispute or as may be required by a regulator. We will retain telephone call recordings for the time specified by the Rules.
- 19.3 Our relationship with you is subject to these Terms, so that if there is any conflict between these Terms and other terms, conditions, information or agreement produced by us from time to time in respect of the Services these Terms will take precedence. In addition to these Terms, the Dutch General Banking Conditions 2017 apply to our relationship (please see <https://www.nvb.nl/english/2253/general-banking-conditions-algemene-bankvoorwaarden.html>). The Dutch Banking Association has filed the text with the Registry of the District Court in Amsterdam under number 60/2016 on 29 August 2016. In case of any inconsistencies, the Dutch General Banking Conditions 2017 will prevail.
- 19.4 If any provision of these Terms is held to be invalid or ineffective, it will not affect the enforceability or validity of any other provisions.
- 19.5 We reserve the right, at all times acting reasonably, to refuse a deposit or to close an Account(s) without giving reasons for any such decision. We reserve the right to require references from you. In any event, in order to protect you and the banking system, we may suspend or withdraw the provision of all or part of the Services to you, if:
- 19.5.1 An Account(s) is being operated in breach of these Terms;
- 19.5.2 If required by Applicable Law;
- 19.5.3 If your Account(s) is operated in a manner that is unsatisfactory to us;
- 19.5.4 If we reasonably believe an Account(s) may be used negligently, illegally or fraudulently; or
- 19.5.5 If we believe the security of our systems used to provide the Services has been compromised.
- 19.6 We reserve the right to recall or reverse any deposit or transfer which you have made if it is not within the contemplation of these Terms or if we reasonably believe the deposit or transfer has been made fraudulently or illegally.
- 19.7 Any of the Services may be provided using the services of third parties, including members of the TD Group, who may act as agent for us.
- 19.8 Sale of business
- 19.8.1 In the event of a partial transfer of the business operations of the Bank you agree that your legal relationship with the Bank shall be transferred to a third party.
- 19.8.2 In the event that the Bank (or a part thereof) is (i) subject to negotiations for the sale of its business including the assignment of your Account(s) to a third party or (ii) is sold to a third party or undergoes a re-organisation, you agree that any of your personal information which it holds may be disclosed to such party (or its advisors) as part of any due diligence process or transferred to that re-organised entity or third party and used for the same purposes or for the purpose of analysing any proposed sale or re-organisation.

20. Complaints

- 20.1 If you have a complaint about us you should raise it in the first instance with Customer Services.
- 20.2 We have a written complaints procedure that complies with the requirements of the Rules for the handling of customer complaints, a copy of which is available on request. If you have a complaint you can contact us in the following ways:

On our Website: <https://tdbanknv.com> by using the 'Contact Us' section

By email: CustomerService@tdbanknv.com

By phone: From the UK: [0345 607 6006](tel:03456076006)

From outside of the UK: [0044 345 607 6006](tel:00443456076006)
(please see the Website for when our lines are open)

Calling from within the UK: Local rates from landlines and mobile rates will apply depending on your telephone/mobile phone provider.

Calling from outside of the UK: International rates for landlines and mobiles may apply depending on your telephone/mobile phone provider.

- 20.3 In the event of a dispute remaining unresolved after exhausting these procedures, or if we do not provide you with our final response within eight (8) weeks of receiving your complaint, you may refer your complaint to the Financial Services Complaints Tribunal in the Netherlands, Klachteninstituut Financiële Dienstverlening (Kifid). You can refer your complaint to Kifid either through the complaints form made available on the Kifid's website or by using the cross border complaints form made available on the FIN-NET website. Further information is available on FINNET's website or Kifid website at www.kifid.nl or by contacting them at the Klachteninstituut Financiële Dienstverlening, Mailbox 93257, 2509 AG Den Haag, the Netherlands. Please note that you may wish to use the form and information available on the FIN-NET website if you are an English speaker.

21. Tax

- 21.1 Where we mention tax provisions or a particular tax treatment, you should be aware that the tax treatment depends on your individual circumstances and may be subject to change in the future.
- 21.2 We do not offer tax advice. If you require assistance with your tax affairs with regard to your Account(s), you may wish to take independent tax advice from an appropriate financial adviser or your local tax office.

22. Governing law

These Terms are governed by English law and are subject to the non-exclusive jurisdiction of the English courts.

Appendix

Services

1. Paying in and withdrawing funds

- 1.1 The following methods are available to you to pay in and withdraw funds from your Account(s):
- 1.1.1 Inbound deposits; and
- 1.1.2 Outbound bank transfer.
- 1.2 Inbound deposits
- 1.2.1 This is a credit directly into your Account(s) via an electronic transfer. Deposits can only be made from your Nominated Account(s) of the same currency.
- 1.2.2 Execution Time: We aim for the funds to be credited to your Account(s) by the end of the next Business Day on which we receive a valid Instruction provided that Instruction is received before the cut-off time (15.30). However, in some circumstances this may take up to three (3) Business Days from such cut-off time.
- 1.3 Outbound bank transfer
- 1.3.1 This is the debiting of your Account(s) with an electronic payment directly to your Nominated Account(s) of the same currency.
- 1.3.2 Execution Time: We aim for the funds to be debited from your Account(s) by the end of the next Business Day on which we receive a valid Instruction provided that Instruction is received before the cut-off time (12 midday). However, in some circumstances this may take up to three (3) Business Days from such cut-off time. You will need to check with the bank that holds your Nominated Account(s) for the time by which the funds will be credited to your Nominated Account(s).
- 1.4 We do not accept cheques or provide cheque books.
- 1.5 Receipt of Instructions and information
- If we do not receive an Instruction by the cut-off time indicated for that type of Account Funding Transaction on a Business Day, it will be automatically deemed to have been received on the following Business Day. Providing us with incorrect information can result in a transaction not being executed or being defective in some manner, for which we are not liable. However, in such circumstances we will make reasonable efforts to recover the funds involved in the transaction. Please be advised that interest may not be backdated to what would have been the actual date of receipt of funds had the details been correct unless the error resulted from our negligence, fraud or wilful default.
- 1.6 Revocation of a valid Instruction
- 1.6.1 You may revoke an Instruction at any time before it is deemed to be received by us (see clause 1.5 of this Appendix for details of when an Instruction is received). After your Instruction has been received by us in accordance with clause 1.5 of this Appendix, you may not revoke your Instruction unless we explicitly agree it is to be revoked.
- 1.6.2 Where we agree that the execution of an Instruction is to take place:
- (a) on a specific day;
- (b) at the end of a certain period; or
- (c) on the day on which you place funds at the disposal of us, you may revoke the Instruction no later than the end of the Business Day preceding the agreed date.
- 1.6.3 Any request for revocation must be provided in writing by you to us using the email address set out in clause 15.4 of these Terms.
- 1.6.4 At any time after the time limits for revocation referred to in these Terms, the Instruction may only be revoked if agreed between us.
- 1.6.5 A charge may be applied by us to your Account(s) for the revocation of an Instruction by you but we will notify you in advance if this is the case.

1.7 Refusal of Instruction

- 1.7.1 We may refuse to execute an Instruction for a valid reason such as insufficient funds. We will notify you of our refusal providing you with the following information:
- (a) if possible, the reasons for the refusal; and
- (b) the procedure for rectifying any factual errors that led to the refusal.
- 1.7.2 Please be aware that we are not under a duty to notify you of any refusal where such notification would be deemed unlawful. In the event that an Instruction is refused information may be available and you can contact us in accordance with clause 15.4 of these Terms.
- 1.7.3 A charge may be applied by us to your Account(s) for any Instruction which is refused but we will notify you in advance if this is the case.
- 1.7.4 If an Instruction is refused by us it is deemed not to have been received by us in respect of expected execution times.
- 1.8 Non-execution or incorrect execution of transaction
- 1.8.1 If you become aware of any unauthorised Account Funding Transaction as a result of the unauthorised use of your Account then you must notify us as soon as possible but in any case no later than thirteen (13) months after the debit date for that Account Funding Transaction. We will ensure that appropriate means are available at all times to enable you to notify us of any such unauthorised use.
- 1.8.2 If you notify us as above, we will, upon your request, provide proof that such notification was made at any time during a period of eighteen (18) months after the date of the notification.
- 1.8.3 If an Account Funding Transaction is not executed, or is executed incorrectly by your Nominated Account(s) provider, we will, upon request by you, make efforts to trace the Account Funding Transaction and notify you of the outcome.
- 1.9 Account closure
- If your Account(s) is closed, we will repay any credit balances to you once you have repaid any charges or other indebtedness outstanding on your Account(s).
- 1.10 Transactional information provided
- 1.10.1 Where appropriate, we will make available through the Secure Customer Portal and the TD Bank App the following information with regard to the Account Funding Transactions covered by these Terms:
- (a) the amount of the transaction;
- (b) the date of the transaction;
- (c) the description of the transaction; and
- (d) the debit or credit value date.
- 1.10.2 Where we receive a deposit into your Account(s) we may show it in your Account(s) immediately but you may not be allowed to use it until such time as it is considered to be Cleared Funds.
- ### 2. Fees, charges and rates
- 2.1 You agree to pay such fees and charges, together with any applicable taxes and charges on their due date, and if no due date is specified, on demand by us.
- 2.2 Our fees and charges will be payable by you in accordance with the Rates and Charges from time to time and in accordance with clause 6 of these Terms.
- 2.3 Payment charges
- 2.3.1 A full breakdown of payment charges for a particular interest period is available upon request.

- 2.3.2 You will be responsible for any charges levied by your bank/building society in respect of your Nominated Account(s).
- 2.4 Interest rates
Details of the interest rate applicable to your Account(s) are set out in the Rates and Charges.
- 2.5 Charges for incorrect information
- 2.5.1 A charge may be applied by us to your Account(s) for any Instruction which contains incorrect information unless the error resulted from our negligence, fraud or wilful default.
- 2.5.2 Any additional charges incurred by us whilst attempting to recover the funds for a transaction with any incorrect information, or attempting to amend the instruction, may be applied to your Account(s).
- 2.5.3 Any charge deducted will be charged to your Account(s) at the time of the notification of the incorrect information, or during any investigation period after this time.
- 2.5.4 Any additional information requested by you and which you are entitled to receive may be provided by us subject to payment of an additional charge.
- 3. Account Funding Transactions: Our liability**
- 3.1 Unauthorised Account Funding Transactions
- 3.1.1 Where you deny having given an Instruction to execute an Account Funding Transaction, it is for us to prove that the Account Funding Transaction was authorised and accurately recorded.
- 3.1.2 Where it is agreed by us that the executed transaction was not authorised by you, we will immediately:
- refund the amount of the unauthorised Account Funding Transaction to you; and
 - where applicable, restore your Account(s) to the state it would have been in had the Account Funding Transaction not taken place.
- 3.1.3 You must provide to us written confirmation of any claimed unauthorised Account Funding Transactions.
- 3.2 Execution of Account Funding Transactions
- 3.2.1 We are liable for the correct execution of an Account Funding Transaction unless we can prove that your Nominated Account(s) provider has received the correct amount of the Account Funding Transaction. In this case, your Nominated Account(s) provider will be liable to you for the correct execution of the Account Funding Transaction.
- 3.2.2 However we are not liable if the failure to execute is due to abnormal or unforeseeable circumstances beyond our control, or is due to legal restrictions. If you provide us with incorrect information then we will not be liable for the non-execution or incorrect execution of the Account Funding Transaction. However we will make reasonable efforts to recover the funds involved in the Account Funding Transaction. A charge may be applied by us to your Account(s) for our attempt to recover funds for an Instruction where you have quoted an incorrect unique identifier such as an IBAN number. Where, after thorough investigation, it is deemed that we are liable, we will without undue delay:
- refund the amount of the incorrectly executed Account Funding Transaction to you; and
 - where applicable, restore your Account(s) to the state it would have been in had the Account Funding Transaction not taken place.
- 4. Account Funding Transactions: Your liability**
- 4.1 You are liable for all foreseeable losses incurred in respect of an unauthorised Account Funding Transaction where you:
- 4.1.1 Have acted fraudulently; or
- 4.1.2 Have with intent or negligence failed to comply with your obligations under clause 1.8.1 of this Appendix.
- 4.2 Subject to the above you are liable for any foreseeable losses incurred in respect of unauthorised Account Funding Transactions arising:
- 4.2.1 From the use of a lost or stolen Authentication Information; or
- 4.2.2 Where you have failed to keep confidential the personalised security features of your Account(s) including your Authentication Information; or
- 4.2.3 Where you have failed to comply with your obligations under clause 10 of this Appendix including in relation to your use of Biometrics, where you will be responsible for any transaction carried on through the TD Bank App on your Mobile Device while Biometrics is enabled, regardless of whether the transaction was completed by you or any other person with Biometric Data saved to your Mobile Device.
- 4.3 You are not liable for any losses incurred in respect of unauthorised Account Funding Transactions which arise after any notification you give us under clause 15.4 of these Terms.
- 5. Using the Secure Customer Portal and TD Bank App**
- 5.1 You must be registered with us to use our Secure Customer Portal and/or TD Bank App.
- 5.2 To use our Secure Customer Portal and/or TD Bank App you will need your username and Authentication Information.
- 5.3 We will automatically log you out of the Secure Customer Portal and/or TD Bank App if you are inactive for a period of time.
- 6. Services Available Through the Secure Customer Portal**
- 6.1 All of our Services are available through the Secure Customer Portal so that you can:
- 6.1.1 Check the balance of your Account(s);
 - 6.1.2 Register Nominated Account(s);
 - 6.1.3 Make transfers between your Account(s) and your Nominated Account(s);
 - 6.1.4 View transactions from the last seven (7) years;
 - 6.1.5 View and download statements from the last seven (7) years;
 - 6.1.6 View emails within your Personal Archive;
 - 6.1.7 Update and verify your personal information;
 - 6.1.8 Add and delete mobile devices through which you can access the TD Bank App;
 - 6.1.9 Amend your personal password used to log into the Secure Customer Portal;
 - 6.1.10 Close your Account(s); and
 - 6.1.11 Carry out any other additional service that we may provide in any future update of the Secure Customer Portal.
- 7. Services available through the TD Bank App**
- 7.1 Not all of the Services are available through the TD Bank App; you will need to use the Secure Customer Portal to access all of the Services. You can do the following through the TD Bank App:
- 7.1.1 Check the balance of your Account(s);
 - 7.1.2 Make transfers between your Account(s) and your Nominated Account(s);
 - 7.1.3 Add and delete mobile devices by which you can access the TD Bank App;
 - 7.1.4 View transactions from the last seven (7) years;
 - 7.1.5 Enable or disable fingerprint identification or facial identification (depending on your Mobile Device's capabilities);
 - 7.1.6 View messages within your Personal Archive; and
 - 7.1.7 Carry out any other additional service that we may provide in any future update of the TD Bank App.
- 7.2 A higher level of security may be required for some of the Services. You must not use the Secure Customer Portal and the TD Bank App for any other purpose than as described above.
- 8. Things that you must not do in relation to the Secure Customer Portal and the TD Bank App**
- 8.1 You must not alter, modify adapt or reverse engineer all or any part of the TD Bank App.
- 8.2 You must not copy or reproduce all or any part of the TD Bank App.

- 8.3 You must not upload or provide any information through the Secure Customer Portal which is or could be considered to be illegal, inappropriate, unsuitable or offensive, all as determined by us.
- 8.4 You must not use the Secure Customer Portal and the TD Bank App for any purpose that is illegal, fraudulent or infringes on another person's rights.
- 8.5 You must not sell or distribute or attempt to sell or distribute all or any portion of the Secure Customer Portal and the TD Bank App.
- 8.6 Furthermore, you agree to comply with any other requirements, restrictions or limitations provided by us upon notice to you. You further agree to comply with any requirements, restrictions or limitations provided by a third party (including the app store provider, your Mobile Device provider and your internet service provider, as applicable) relating to your use of the Secure Customer Portal and the TD Bank App.

9. Responsibility and availability of service

- 9.1 While we make reasonable efforts to ensure the full performance of the Secure Customer Portal and the TD Bank App, we will not be liable for any failure to provide these services whatsoever. In particular, we are not responsible for any losses or delays in transmission of Instructions arising out of the use of any internet service provider, your connection to the internet, your Computer or Mobile Device, or caused by any browser software except as provided for in clause 7.1 of these Terms.
- 9.2 We make no express or implied assurances concerning the Secure Customer Portal and the TD Bank App, including but not limited to, any assurances regarding fitness for purpose. We cannot guarantee that viruses or other destructive properties will not be transmitted or that damage will not occur to your Mobile Device or Computer as a result of using the Secure Customer Portal and the TD Bank App. We are responsible for the Secure Customer Portal and the TD Bank App and its content. No other third party has responsibilities or obligations to you in relation to the Secure Customer Portal and the TD Bank App.

10. Security

- 10.1 You are responsible for all transfers that you authorise using the Secure Customer Portal and the TD Bank App and for keeping your Authentication Information safe.
- 10.2 In this regard you must ensure that you comply with the requirements in clauses 8.2 to 8.4 of these Terms and also:
- 10.2.1 Log out as soon as you have finished using the Secure Customer Portal and the TD Bank App;
- 10.2.2 Ensure that your Computer or Mobile Device are password-protected and protect them from access by anyone other than yourself;
- 10.2.3 Not enable Biometrics on your Mobile Device for the TD Bank App if:
- There is any Biometric Data other than your own stored on the Mobile Device;
 - You share your Mobile Device with anyone else; or
 - You have shared your current Mobile Device passcode with anyone else.
- 10.2.4 If you have enabled Biometrics, not permit any Biometric Data other than your own to unlock your Mobile Device and not share your Mobile Device passcode while Biometrics is enabled;
- 10.2.5 Delete the TD Bank App and any login credentials such as your username, Authentication Information and Biometric Data stored on your Mobile Device prior to sharing, transferring or disposing of your Mobile Device;
- 10.2.6 Comply with all reasonable instructions we issue regarding protecting your username and Authentication Information; and
- 10.2.7 Notify us at once by calling us on the number provided in clause 15.4 of these Terms if you believe your Computer or Mobile Device have been lost, stolen or used without your permission.

11. Unauthorised transactions

You will be liable for any unauthorised transactions carried out using the Secure Customer Portal and the TD Bank App pursuant to clause 4 of this Appendix.

12. Access Requirements

- 12.1 In order to use the Secure Customer Portal you will need access to a Computer.
- 12.2 In order to use the TD Bank App you will need to download it to your Mobile Device from either the Google Play Store or the Apple App Store.
- 12.3 You will need to use the soft token feature provided in the TD Bank App in order to access the Secure Customer Portal and to carry out certain activities within the Secure Customer Portal such as making changes to your personal details. To use the secure token you will need to:
- Log in to the TD Bank App;
 - Select the option to 'Generate code' from the 'Menu' tab;
 - Enter your PIN code which you will have created when you registered to use the TD Bank App; and
 - You will then be provided with a unique code which needs to be entered in the 'Verification Code' field on the log in page of the Secure Customer Portal or on the page where you are carrying out the activity.
- 12.4 If you do not have a Mobile Device, you will need to use the email address that you have previously provided to us to access the Secure Customer Portal and to carry out certain activities within the Secure Customer Portal.
- 12.5 You are responsible for the installation, maintenance and operation of your Computer and/or Mobile Device and all related charges. You are responsible for installing and maintaining appropriate virus protection on your Computer and/or Mobile Device.
- 12.6 We are not responsible for any errors or failures caused by any malfunction of your Computer and/or Mobile Device, or your use of the Secure Customer Portal and the TD Bank App. We are not responsible for any viruses, spyware, malware, worms or related problems that may be associated with your Computer and/or Mobile Device. We are also not responsible for any losses or delays in transmission of information that you provide to us or otherwise arising out of or incurred in connection with the use of any internet or other service provider providing your connection to the internet or any browser software.

13. Charges

We do not charge a fee to access or download the Secure Customer Portal and the TD Bank App. Your internet service provider or mobile network provider (as appropriate) may charge you to access the Secure Customer Portal and the TD Bank App and these charges may vary if you access the Secure Customer Portal and the TD Bank App abroad. You are responsible for these charges.

14. Suspension of the Secure Customer Portal and TD Bank App

- 14.1 We can at any time suspend your access to the Secure Customer Portal and/or the TD Bank App. We will only do this where we think it is reasonably necessary because:
- We have concerns about the security of the Secure Customer Portal and/or the TD Bank App;
 - We suspect that the Secure Customer Portal and/or the TD Bank App has been used in an unauthorised or fraudulent way; or
 - In order to meet our legal obligations under Applicable Laws.
- 14.2 We will usually give you advance notice of the suspension unless it could compromise our security measures or it is unlawful to do so.
- 14.3 We will also temporarily suspend your access to the Secure Customer Portal and the TD Bank App where you have entered incorrect log in details on a number of occasions. If this happens, you can reset your log in details by answering our security questions within the Secure Customer Portal.

15. Ending your use of the Secure Customer Portal and the TD Bank App

- 15.1 You can end your rights to use the Secure Customer Portal and/or the TD Bank App by calling us on the number provided in clause 15.4 of these Terms. We will then disable your access to the Secure Customer Portal and/or the TD Bank App. We suggest you also disconnect your Mobile Device from the TD Bank App.
- 15.2 If you end your right to use the Secure Customer Portal and the TD Bank App, you authorise us to continue making transfers that you have previously authorised until such time as we have had a reasonable opportunity to act upon your closing notice.
- 15.3 We may suspend or end your right to use the Secure Customer Portal and the TD Bank App for any reason and at any time without notifying you in advance.
- 15.4 Please note that we will suspend your access to the Secure Customer Portal and/or the TD Bank App if you do not log in to either the Secure Customer Portal or the TD Bank App for a period of six (6) months.
- 15.5 If any of the events specified in this clause 15 of the Appendix occurs, this will not automatically end the Terms although it will mean that your ability to use the Services is significantly reduced. You or we will need to terminate the Terms in accordance with clause 12 of the Terms if you or we want to do so.

16. TD Bank App Store Provider

- 16.1 You acknowledge that these Terms are between you and us and not with the app store provider (i.e. Google LLC or Apple Inc.). You agree that the app store provider and its affiliates, and any other relevant third party:
- 16.1.1 Are not liable to you in any way whatsoever for the distribution, use, performance or non-performance of the TD Bank App;
- 16.1.2 Have no obligation whatsoever to provide any maintenance and support services to you with respect to the TD Bank App; and
- 16.1.3 Are not responsible for addressing any claims you may have relating to the TD Bank App including, but not limited to, any claims that the TD Bank App fails to conform to Applicable Laws.

Glossary

In these Terms, reference to:

“**Account(s)**” means any account held by you in connection with the Services.

“**Account Funding Transaction**” means an act, initiated by you, of placing, transferring or withdrawing funds to or from the Account(s).

“**Applicable Laws**” means all applicable laws, regulations, including any Rules (or the rules or guidance of any other relevant regulator having jurisdiction with respect to the Services).

“**Authentication Information**” means the information which you give us, which we will use to identify you as our customer when you contact us, as you may amend it from time to time.

“**Bank**” means TD Bank N.V. which provides the Services. It is authorised and regulated by the Dutch Central Bank (*De Nederlandsche Bank*). Its business address is Strawinskylaan 1103, 1077 XX Amsterdam, The Netherlands. It is incorporated in the Netherlands and registered at the Chamber of Commerce under number Chamber 33175396.

“**Biometrics**” means any form of biometrics such as touch ID or face ID.

“**Business Day**” means when we will be open and available to receive Instructions or provide the Services to you, this being Monday to Friday between the hours of 09:00 and 17:00, unless the day is a designated official Dutch bank holiday.

“**Cleared Funds**” means money in your Account(s) which is due from the crediting of funds to your Nominated Account(s) and which has cleared the banking process.

“**Computer**” means a personal computer or other Internet-enabled system, and any software and required equipment that can support the internet browser described on our Website.

“**Instruction**” means any instruction by you to us or your Nominated Account(s) provider requesting the execution of an Account Funding Transaction or otherwise relating to your Account(s).

“**Mobile Device**” means a mobile internet-enabled access device, and any software and required equipment that can support the internet browser described on our Website.

“**Nominated Account(s)**” means the bank account(s) in the same currency as your Account(s), held in your name, with a bank other than TD Bank N.V., based in the UK, Republic of Ireland, or the Netherlands (depending on your residency) that you have selected to carry out Account Funding Transactions.

“**Personal Archive**” means the encrypted email service that you can access through the Secure Customer Portal or the TD Bank App.

“**Rates and Charges**” means the details of any interest, costs, fees or other charges, as varied from time to time, which apply to your Account(s) with us and are available on our Website at <https://tdbanknv.com>.

“**Rules**” means the rules and guidance issued by any applicable regulator from time to time.

“**Secure Customer Portal**” means the online banking service provided by us to you which can be accessed via a Computer.

“**TD Bank App**” means our mobile banking application which can be downloaded to your Mobile Device which runs an operating system supported by us.

“**TD Group**” means any company that is in relation to us, our parent undertaking, our subsidiary undertaking or a subsidiary undertaking of such parent undertaking, or any other person controlled by us or under the same control either directly or indirectly as we are.

“**Terms**” means these Terms of Service.

“**We**” or “**us**” means the Bank.

“**Website**” means our website at <https://tdbanknv.com>



TD Bank is registered at the Chamber of Commerce (Kamer van Koophandel) under number 33175396. TD Bank is subject to supervision by the Dutch Central Bank (De Nederlandsche Bank, DNB), the Netherlands Authority for the Financial Markets (Autoriteit Financiële Markten, the AFM) and the European Central Bank (Europese Central Bank, the ECB). More information on DNB can be found at www.dnb.nl. More information on the AFM can be found at www.afm.nl. More information on the ECB can be found at www.ecb.europa.eu.

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