



America's Most Convenient Bank®

ONLINE PAYMENT AGREEMENT

This Online Payment Agreement (this "Online Payment Agreement") sets forth the terms and conditions that govern your use of TD Bank, N.A.'s online payment service (the "Service") Your Credit Card Accounts(s), as well as your use of the Online Banking Service, are also governed by any other agreements you have with us (such as your Credit Card Agreement and Online Banking Service Agreement) in respect of such accounts (collectively referred to herein as the "Account Agreement(s)").

Definitions.

Business Days: Monday through Friday, excluding Federal Holidays.

Payment Account: the account from which the Online Payment will be debited and credited to your Eligible Credit Card Account.

Service Provider: third parties which are or will be engaged by TD Bank or its affiliates that provides a service to, or acts on behalf of, the Bank related to the Online Banking Service, including this Service for Online Payments.

"we", "us", "our", "TD Bank", and the "Bank": TD Bank, N.A. and its affiliates.

"you" and "your": a user of any service available through our Online Banking Service, including this Service for Online Payments.

General Terms. You may use the Service to make one-time or recurring electronic payments to your Eligible Credit Card Account ("Online Payments"). Online Payments includes One Time Payments, Preauthorized Payments, and Automatic Payments, as defined below. When you use, or allow another to use, the Service to make Online Payments through the Service, you agree to the terms of this Online Payment Agreement. You understand that an Online Payment may be an Electronic Funds Transfer ("EFT"). You agree that you will not use Online Payments for International Automated Clearing House (ACH) transactions, which are prohibited under this Agreement. All of your payments made through Online Payments will appear on your credit card statement for your respective Credit Card Accounts. Certain payments available through the Service may be subject to terms and conditions in agreements separate from this Agreement that apply to such other services. You agree to be bound by and comply with other written requirements that we may furnish to you in connection with your use of Online Payments, including without limitation, notice provided to you at the time of your payment authorization, your Account Agreement(s), any other agreement(s) and other terms and conditions governing your Credit Card Accounts. We reserve the right to limit eligibility for Online Payments to certain types of Credit Card Accounts and to change such eligibility from time to time.

Cutoff Times. Unless otherwise provided to you at the time of your payment authorization, Online Payments will be effective in accordance with the cutoff times and payment instructions specified in your Account Agreement(s) and statements.

Your Payment Account. To use the Service to make Online Payments, you must designate an account from which you authorize us or our Service Provider to debit funds (the "Payment Account") and to transfer such funds to your Credit Card Account as a payment. You authorize us to debit or charge your designated Payment Account for all Online Payments that you initiate. You agree to have sufficient funds or available credit in your Payment Account on the payment date for each Online Payment you schedule. If there are insufficient available funds (or available credit) to cover an Online Payment or our request to debit funds is otherwise rejected by the provider of your Payment Account for any reason, we may at our discretion attempt to process the Online Payment again within 30 days. If we process an Online Payment in accordance with your instructions and this Online Payment Agreement and it overdraws your Payment Account, we are not responsible for any fee or charge you incur from any third party. We are not responsible for any Online Payment request if there is not enough money in the designated Payment Account or you provide us with incorrect information regarding your Payment Account. You may also be subject to an insufficient funds fee or other charge in accordance with your Account Agreement.

Payment Instructions. We will process Online Payments in accordance with this Online Payment Agreement and the instructions you provide to us through the Service. We may specify reasonable requirements for such instructions. If we do not complete an Online Payment you authorize on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages only to the extent required by federal law. However, we or our Service Provider will not be liable to you in the following circumstances:

- (a) if, through no fault of ours, you do not have enough money in your deposit account to make the transfer;
- (b) if the system was not working properly and you knew about the breakdown when you started the transfer; or
- (c) if circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.

There also may be other exceptions stated in our agreements with you or provided by applicable law.

REQUIREMENT TO HAVE MEANS TO PRINT OR SAVE. IF YOU DO NOT HAVE A MEANS TO PRINT OR SAVE A COPY OF YOUR PAYMENT AUTHORIZATION MADE THROUGH THE SERVICE, YOU AGREE TO NOT AUTHORIZE ANY PAYMENT UNTIL YOU HAVE MEANS OF PRINTING OR SAVING A COPY OF YOUR AUTHORIZATION FOR YOUR RECORDS.

One Time Payments. You may use Online Payments to authorize an electronic payment to be made on the same day (or the next business day if authorized after applicable cutoff times) (a "One Time Payment").

Preauthorized Payments. You may authorize an Online Payment to be made on a future date on a one-time basis (a "Preauthorized Payment"). If the scheduled future date falls on a weekend or Federal holiday, the effective date of the Online Payment will be the date of the scheduled payment, but you understand and agree that the Online Payment may be executed on the next business day.

Automatic Payments. You may authorize Online Payments to be made on regularly recurring future dates on an automatic basis ("Automatic Payments"). These payments will appear on your credit card statement as "RECURRING AUTOMATIC PAYMENT". We may impose restrictions on Automatic Payments, including but not limited to:

- Eligible Accounts;
- Available payment dates (for example, we may only allow such payments to be set up for the Account payment due date);
- Amount of payment (for example, we require such payments always be at least equal to the amount of the minimum payment due), or;
- Other restrictions we provide to you.

If you choose to set up Automatic Payments, you will be required to review and accept the Automatic Payments Addendum in addition to this Online Payment Agreement.

Timing of Debits from Payment Account. Funds may be withdrawn from your Payment Account as soon as the scheduled payment date(s) specified in your Online Payment instructions. For One Time Payments, that is the date submitted. For Preauthorized Payments, that is the date specified. For Automatic Payments, that is as soon as the date specified in your payment authorization or the minimum payment due date specified on your periodic statement. Your Payment Account may not be debited for up to 3 Business Days after the scheduled payment date(s) depending on your Payment Account provider's processing times. **For Automatic Payments, your periodic statement serves as your notice of the amount to be debited, which will be your Minimum Payment Due or New Balance as shown on your statement.**

Canceling One Time, Preauthorized and Automatic Payments. One Time, Preauthorized and Automatic Payment instructions remain in effect unless you cancel the authorization. If you wish to cancel a One Time Payment, you may cancel it up until 5:00 pm Eastern Time on the day on which it is scheduled for payment by accessing the Online Payments Service or calling the phone number on the back of your credit card. If you wish to cancel a Preauthorized or Automatic Payment, you can cancel your transaction by notifying us at least 3 Business Days before the scheduled date of the payment. You may notify the Bank by timely cancelling the payment through the Online Payments Service, by calling the phone number on the back of your credit card, or by writing to TD Bank N.A. P.O. Box 100290, Columbia, SC 29202-3290. If you call, the Bank may also require you to present your request in writing within fourteen (14) days after you call.