

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY
CAMDEN DIVISION**

DENISE GALGANO DBA SHEAR ENVY HAIR
STUDIO and TASHINA DRAKEFORD
individually and on behalf of all others similarly
situated,

Plaintiffs,

v.

TD BANK, N.A.,

Defendant.

CASE NO.: 20-cv-5623-RBK-AMD

CLASS ACTION

**AMENDED CIVIL COMPLAINT FOR
DAMAGES:**

- (1) Breach of Contract;**
- (2) Breach of the Duty of Good-Faith and Fair Dealing**
- (3) Violation of New Jersey's Consumer Fraud Act (N.J.S.A. 56:8-1 *et seq.*)**
- (4) Violation of N.Y. GBL 349**

DEMAND FOR JURY TRIAL

Plaintiffs, Denise Galgano dba Shear Envy Hair Studio and Tashina Drakeford ("Plaintiffs"), by their attorneys, hereby bring this class and representative action through this Amended Complaint against TD Bank, N.A., ("TD Bank" or "Defendant"). All allegations in this Complaint are based upon information and belief except those allegations which pertain to Plaintiffs or their counsel, which are based on personal knowledge. Plaintiffs' information and belief are based upon, *inter alia*, Plaintiffs' own investigation, and the investigations conducted by Plaintiffs' attorneys. Each allegation in this Complaint either has evidentiary support or is likely to have evidentiary support after a reasonable opportunity for further investigation or discovery.

IDENTIFICATION OF PARTIES (LOCAL RULE 10.1)

1. The names and addresses of the named parties to this action are as follows:

Plaintiffs—Denise Galgano dba Shear Envy Hair Studio, Route 25a, Miller Place, NY 11764.

Plaintiffs—Tashina Drakeford, Rodman Place, Bronx, NY

INTRODUCTION

2. Plaintiffs bring this action on behalf of herself and classes of all similarly situated consumers against Defendant TD Bank, N.A. (“TD Bank” or “Bank”) arising from the Bank’s routine practice of causing its accountholders in some circumstances to incur three separate fees for using an out of network ATM to withdraw cash. The practice violates TD Bank’s contract and consumer protection law.

3. ATM fee revenue has risen dramatically in recent years for TD Bank and other banks, and has become one of the primary drivers of bank fee income. TD Bank assesses out of network ATM Fees (“OON Fees”) on its accountholders who withdraw funds from ATMs not owned by TD Bank.

4. These fees add up very quickly—to accountholders’ detriment and surprise. Not only does the out of network ATM operator charge the consumer a fee for use of its ATM, a charge which now averages \$3 nationwide, but TD Bank charges its own out-of-network fee (“OON Fee”) as well, withdrawing an additional \$3 fee directly from consumers’ accounts. This is a punishing double-fee on accountholders who make a simple ATM withdrawal. But it is not what Plaintiffs’ complaint concerns here.

5. Rather, on some out-of-network ATM withdrawals, TD Bank accountholders pay a *third* fee when withdrawing funds at an out-of-network ATM—one fee to the ATM operator

and *two* OON Fees to TD Bank. Specifically, when TD Bank accountholders purportedly check their account balance prior to withdrawing funds at an out-of-network ATM, TD Bank charges its accountholder two OON Fees—*one for the balance inquiry and one for the withdrawal*.

6. For a simple out-of-network ATM withdrawal, for example, Plaintiffs each paid a total of \$9 for three separate fees, including \$6 for two separate fees to TD Bank.

7. This triple-fee violates representations and promises in TD Bank’s Deposit Agreement, Ex. A hereto, and Fee Schedule, Ex. B hereto (collectively, “Account Documents”), both of which promise that a single OON Fee will be assessed on “transactions” undertaken at an out of network ATM.

8. Balance inquiries are not “transactions,” by common meaning or under the terms of the Account Documents and TD Bank repeatedly promised to assess OON Fees only for transactions.

9. Indeed, earlier this year TD Bank updated its Fee Schedule to—for the first time—disclose to its accountholders that it considered balance inquiries to be a “transaction,” and that accountholders could receive multiple OON Fees for multiple transactions during the same ATM use. Prior to this late amendment, its Account Documents said the opposite.

10. Plaintiff, and other TD Bank customers, have been injured by TD Bank’s improper practices. On behalf of herself and the class, Plaintiff seeks damages, restitution, and injunctive relief for TD Bank’s breach of contract and violation of the common law.

JURISDICTION AND VENUE

11. This Court has subject matter jurisdiction of this action pursuant to the Class Action Fairness Act of 2005 (“CAFA”), 28 U.S.C. §§ 1332(d)(2) and (6) because: (i) there are 100 or more class members; (ii) there is an aggregate amount in controversy exceeding

\$5,000,000.00 exclusive of interest and costs; and (iii) there is minimal diversity because at least plaintiff and defendant are citizens of different states. This Court also has supplemental jurisdiction over the state law claims pursuant to 28 U.S.C. § 1367.

12. Venue is proper in this judicial district pursuant to 28 U.S.C. §1391 because Defendant resides and is headquartered in this district, regularly transacts substantial business in this district, and because a substantial part of the events or omission giving rise to the claims asserted herein occurred and continue to occur in this district.

THE PARTIES

A. Plaintiffs

13. Plaintiff Denise Galgano dba Shear Envy Hair Studio (“Galgano”) is an individual who owns a business located in Miller City, New York, and at all times relevant herein maintained her account at a TD Bank branch located in the State of New York. Galgano has been injured as a result of TD Bank’s conduct alleged herein.

14. Plaintiff Tashina Drakeford (“Drakeford”) is an individual who resides in Bronx, New York, and at all times relevant herein maintained her account at a TD Bank branch located in the State of New York. Drakeford has been injured as a result of TD Bank’s conduct alleged herein.

B. Defendant

15. Defendant TD Bank, N.A., is a national bank chartered and supervised by the federal Office of the Comptroller of Currency, and is headquartered in Cherry Hill, New Jersey. TD Bank conducts substantial business with approximately 1,227 branches throughout the Northeast, Mid-Atlantic, Metro D.C., the Carolinas, and Florida. TD Bank reports having \$320 billion in assets.

16. Should Plaintiffs discover the identities and capacities of additional parties that are liable under the claims set forth herein, Plaintiffs will seek leave of Court to amend this Complaint to add these parties as additional defendants.

FACTUAL BACKGROUND AND GENERAL ALLEGATIONS

**TD CHARGES TWO OON FEES FOR CERTAIN OUT OF NETWORK ATM
WITHDRAWALS IN VIOLATION OF ITS CONTRACT**

17. When consumers use ATMs not owned by their own bank, federal law requires the owners of those out of network ATMs to inform users of the amount of the usage fees charged by the ATM owner.

18. Thus, it is standard at ATMs in the United States that when a consumer uses an ATM not owned by his home bank, a message is displayed on the screen stating that usage of the ATM will cost a specified amount to proceed with a withdrawal of funds, and that such a fee is in addition to a fee that may be assessed by a consumer's financial institution for use of the ATM.

19. That message appears only after a user has decided to perform a cash withdrawal and entered the amount of cash she or she would like to withdraw.

20. Through repeated exposure to such fee warning messages, consumers are accustomed to being warned of fee assessments at out of network ATMs, and to being provided with the opportunity to decide whether the fees charged are reasonable—before proceeding with their cash withdrawal.

21. But ATM screens nowhere disclose that a balance inquiry alone will incur a usage fee, and indeed ATM owners in the United States in general do not charge usage fees for balance inquiries.

22. Repeated exposure to such messages—warning of fees for cash withdrawals but

not for balance inquiries—is partly responsible for building the reasonable consumer understanding that a balance inquiry is a common lead-in to a withdrawal; a mere first step to the real business at hand; an informational exercise offered by the ATM to help inform the cash withdrawal.

23. Balance inquiries are also increasingly obsolete, when consumers can easily check their account balance on phone apps or the internet, for free.

24. Reasonable consumers like Plaintiff do not, in sum, understand a balance inquiry to be an independent transaction worthy of a separate fee.

25. TD Bank knows this—that consumers expect a balance inquiry fee to be an included part of a cash withdrawal—and has designed a scheme to assess OON Fees on those balance inquiries. The Bank preys on the common sense that a balance inquiry preceded by a cash withdrawal is not an independent basis for a fee.

26. While ATM owners assess their own surcharges for cash withdrawals—and provide express on-screen warnings that they will do so—ATM owners never charge a fee for a balance inquiry performed at one of their ATMs. As a result, consumers have zero expectation that their home bank will charge a separate fee for a balance inquiry that is part of the same cash withdrawal at the same ATM.

27. Against the backdrop of the reasonable consumer expectations and federal law above, TD Bank’s disclosures deceive consumers and reinforce the reasonable understanding that no fee will be assessed for a balance inquiry when such an inquiry is in conjunction with a cash withdrawal at the same ATM .

28. TD’s Fee Schedule, until very recently, stated:
ATM Fees.....\$0.00 For Using TD ATMs in the US 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.

Ex. B.

29. The operative version of the Fee Schedule reasonably indicates a \$3 fee for each “transaction”—a term that, read in context, means any combination of withdrawals, transfers and balance inquiries undertaken during an ATM use.

30. The Deposit Agreement comports with the operative version of the Fee Schedule, also making clear that fees are charged only for “transactions,” and expressly linking fees assessed by ATM owners for “transactions” with the fees that TD Bank charges for the same “transactions”:

Charges For Electronic Funds Transfers We **may** impose a fee, as disclosed on the Personal Fee Schedule, for **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 reimburse you for these fees at the end of each statement cycle 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.

Ex. A, at 47-48 (emphasis added).

31. TD knows this. That is why, very recently, it has updated its Fee Schedule to state, for the first time, that disclose to its accountholders that it considered balance inquiries to be a “transaction,” and that accountholders could receive multiple OON Fees for multiple transactions during the same ATM use.

32. The Fee Schedule *now* states:

For transactions conducted at non-TD ATMs, the owner and/or operator of the ATM (or the network) may assess a fee (“surcharge”) at the time of your transaction, including for balance inquiries. In certain instances, we will reimburse this surcharge. Additionally,

TD-Bank may impose fees for non-TD ATM transactions which will be reflected in your monthly statement and are charged per transaction. **Each transfer, each withdrawal and each balance inquiry is a separate transaction.** For certain Account types, we may waive these fees as disclosed in the chart below

Exhibit C (emphasis added). Prior to this late amendment, its Account Documents said the opposite.

33. Just as the prior version of the Fee Schedule has been updated to disclose the multiple fee practice for the first time, so has the Deposit Agreement, which *now* reads:

Charges For Electronic Funds Transfers

We will impose a fee, as disclosed on the Personal Fee Schedule, for 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 and are charged per transaction. Each transfer, each withdrawal and each balance inquiry is a separate transaction. **For example, if you make two withdrawals and you obtain a balance at a non-TD ATM, then you will be charged three transaction fees. Currently, the transaction fee is \$3.00. In this example, you would be assessed total transactions fees of \$9.00.** These fees are in addition to any fees (“surcharge”) that the owner and/or operator of the non-TD ATM may charge you. Please note: For non-TD ATM transactions, the owner and/or operator of the ATM (or the network) may assess a surcharge at the time of your transaction, including for balance inquiries. In certain instances, we will reimburse this surcharge.

34. The charging of more than one fee per transaction make the promises in the operative account agreement false and misleading.

35. First, a balance inquiry, especially one undertaken in conjunction with a cash withdrawal, is not reasonably understood as a stand-alone “transaction.” Merriam-Webster defines “transaction” to mean “something transacted; especially: an exchange or transfer of goods, services, or funds.” Transaction, MERRIAM-WEBSTER, <https://www.merriam-webster.com/dictionary/transaction> (last visited June 23, 2019). There is no “exchange or transfer” involved in a balance inquiry; a balance inquiry is merely a precursor to the actual

“transaction”—the cash withdrawal.

36. Second, the ATM owner does not warn the user that there is a separate charge for a balance inquiry undertaken in conjunction with a cash withdrawal, and in fact the ATM owner does not charge a separate fee to the user for a balance inquiry undertaken with a cash withdrawal. Therefore, in light of the Fee Schedule’s promise that “the institution that owns the terminal (or the network) may assess a fee (surcharge) at the time of your transaction, including balance inquiries,” the contract does not authorize a fee for an action that the ATM owner does not charge for.

37. Third, TD’s grammar choices in the Fee Schedule means any combination of withdrawals, transfers and balance inquiries undertaken during an ATM use will incur a single fee, as TD uses a conjunctive list (“and”) instead of a disjunctive list (“or”) to describe what each fee would cover.

38. Fourth, when a consumer initiates a transaction at a non-network ATM in order to withdraw cash, he is immediately presented with a balance inquiry question, with no warning that such an inquiry could cause a fee from either the ATM owner or the consumer’s bank. During that same session, he then proceeds to withdraw cash. When the Fee Schedule promises a \$3.00 fee for a withdrawal, that must be read to include all acts and services incident to that withdrawal. Cash withdrawal transactions at ATMs should be understood to include reasonable *accoutrements*—selecting an account, viewing a balance, receiving a receipt at the end. A balance inquiry, especially one undertaken in conjunction with a cash withdrawal, is not reasonably understood as a stand-alone, fee-worthy event. That is especially true since the Fee Schedule states a “transaction includ[es] balance inquiries.”

39. Fifth, until its recent Fee Schedule amendment, TD Bank never provided itself

express authority to assess for than one OON Fee, and never disclosed it could or would assess \$6 or more on a single, 30-second ATM cash withdrawals. Similarly, TD never disclosed accountholders could or would receive \$9 or more in total fees when withdrawing cash at an out of network ATM.

40. When major industry participants follow this triple-fee policy, they generally make the policy clear. For example, Capital One Bank discloses:

Domestic Non-Capital One Bank ATMs \$2 each

For cash withdrawals, funds transfers, or balance inquiries when you use a Non-Capital One Bank ATM in the U.S. (plus any fees the ATM owner charges). You may be charged a separate fee for each of these actions.

<https://www.capitalone.com/assets/bank/media/essential-checking-pew.pdf> (last visited Aug. 17, 2020) (emphasis added).

41. TD has only recently adopted this industry standard with its amended Fee Schedule.

Plaintiffs' Out of Network ATM Withdrawals

42. On February 6, 2016, Plaintiff Galgano withdrew \$60 in cash from an out of network ATM. As part of her withdrawal transaction, Plaintiff was prompted to check her balance, and she did so. She received no warning that doing so would incur a fee from the ATM owner or from her own bank. The ATM owner charged Plaintiff Galgano \$2.95 for the cash withdrawal, but did not charge a fee for the balance inquiry. Later, TD Bank charged Plaintiff two OON Fees – one for the balance inquiry and one for the cash withdrawal – of \$3 each. Plaintiff would not have proceeded with the balance inquiry or the cash withdrawal if she had been notified by the ATM owner or by TD Bank that she would be charged three separate fees, totaling 9, for her \$60 cash withdrawal.

43. As an example, on October 14, 2014, Plaintiff Drakeford withdrew \$200 in cash

from an out of network ATM. As part of her withdrawal transaction, Plaintiff was prompted to check her balance, and she did so. She received no warning that doing so would incur a fee from the ATM owner or from her own bank. The ATM owner charged Plaintiff Drakeford \$1.50 for the cash withdrawal, but did not charge a fee for the balance inquiry. Later, TD Bank charged Plaintiff two OON Fees – one for the balance inquiry and one for the cash withdrawal – of \$3 each. Plaintiff would not have proceeded with the balance inquiry or the cash withdrawal if she had been notified by the ATM owner or by TD Bank that she would be charged three separate fees, totaling \$7.50, for her \$200 cash withdrawal.

CLASS ACTION ALLEGATIONS

44. Plaintiffs brings this action as a class action pursuant to Rule 23(a) and (b) of the Federal Rules of Civil Procedure on behalf of themselves and all others similarly situated as members of the following Class:

45. **The “Class” is composed of** the owners of bank checking accounts maintained through a TD Bank branch in the U.S. that paid TD Bank two OON Fees during a cash withdrawal transaction at an out of network ATM. Alternatively, Plaintiffs propose the following state-specific classes:

a. The “New York Subclass” is comprised of: The owners of bank checking accounts maintained through a TD Bank branch in New York that paid TD Bank two OON Fees during a cash withdrawal transaction at an out of network ATM.

46. **Excluded from the Class.** Any entity in which TD Bank has a controlling interest, officers or director of TD Bank, any judicial officer assigned to the case, or a customer who has released all of their claims arising from overdraft fees against TD Bank. Subject to additional information obtained through further investigation and discovery, the foregoing Class

definitions may be expanded or narrowed by amendment or amended complaint. Plaintiffs expressly reserve the right to move for class certification of different state classes and subclasses.

47. **Numerosity of the Class.** The members of the Class are so numerous that a joinder of all members would be impracticable. While the exact number of the members of the Class is unknown to Plaintiffs at this time and can be determined only by appropriate discovery, Plaintiffs believe that the Class is likely to include thousands of members. Inasmuch as the Class members may be identified through business records regularly maintained by TD Bank and its employees and agents, and through the media, the number and identities of Class members can be ascertained. Members of the Class can be notified of the pending action by e-mail and mail and supplemented by published notice, if necessary.

48. **Existence and Predominance of Common Question of Fact and Law.** There are questions of law and fact common to Plaintiffs and the Class. These questions predominate over any questions affecting only individual Class members. These common legal and factual issues include, but are not limited to:

1. Whether Class members had common contracts, or common contract language, with TD Bank;
2. Whether the contracts with TD Bank, including but not limited to the Account Agreement, were contracts of adhesion;
3. Whether TD Bank had a standard policy of charging balance inquiry and withdrawal fees from customers for a single non-TD Bank owned ATM transaction;
4. Whether TD Bank breached its customer agreements by assessing customers multiple ATM fees during the course of a single non-TD Bank

owned ATM transaction; and

5. Whether TD Bank's conduct violated New Jersey's Consumer Fraud Act and New York's GBL 349.

49. **Typicality.** Plaintiffs' claims are typical of all members of the Class. The evidence and the legal theories regarding TD Bank's alleged wrongful conduct are identical or substantially similar to Plaintiffs and all of the Class members.

50. **Adequacy.** Plaintiffs will fairly and adequately protect the interests of the Class members. Plaintiffs have retained competent counsel experienced in class action litigation, and specifically with experience in class action litigation involving bank practices, to ensure such protection. Plaintiffs and their counsel will prosecute this action vigorously.

51. **Predominance and Superiority.** This suit may be maintained as a class action under Federal Rule of Civil Procedure 23(b)(3) because questions of law and fact common to the Class predominate over the questions affecting only individual members of the Class, and a class action is superior to other available means for the fair and efficient adjudication of this dispute. Because the injuries suffered by the Class members may be relatively small, the expense and burden of individual litigation make it virtually impossible for Plaintiffs and Class members individually to seek redress for the alleged wrongful conduct. Even if any individual persons or group(s) of Class members could afford individual litigation, it would be unduly burdensome to the courts in which the individual litigation(s) would proceed. The class action device is preferable to individual litigation(s) because it provides the benefits of unitary adjudication, economies of scale, and comprehensive adjudication by a single court. In contrast, the prosecution of separate actions by individual Class members would create a risk of inconsistent or varying adjudications with respect to individual Class members that would establish

incompatible standards of conduct for the party (or parties) opposing the Class, and thus lead to repetitious trials of the numerous common questions of fact and law involved in this case.

Plaintiffs knows of no difficulty that will be encountered in the management of this litigation that would preclude its maintenance as a class action. As a result, a class action is superior to other available methods for the fair and efficient adjudication of this controversy. Absent a class action, Plaintiffs and the Class members will continue to suffer losses, thereby allowing these violations of law to proceed without remedy and allowing TD Bank to retain the proceeds of its ill-gotten gains.

52. Plaintiffs contemplates the eventual issuance of notice to the proposed Class members setting forth the subject and nature of the instant action. Upon information and belief, TD Bank's own business records and electronic media can be utilized for the contemplated notices. To the extent that any further notices may be required, Plaintiffs would contemplate the use of additional media and/or mailings.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

(For Breach of Contract, including the Covenant of Good Faith and Fair Dealing) On Behalf of the Class

53. Plaintiffs and the Class incorporate by reference each preceding and succeeding paragraph as those fully set forth at length herein.

54. Plaintiffs and each of the Class members entered into a contract with TD Bank that included the Account Agreement and Fee Schedules covering the subject of TD Bank's fees in conjunction with using the TD Bank issued debit card. As described above, Defendant's actions have violated specific terms of the account agreements with customers, including other

documents referenced therein. TD Bank is liable for the losses of Plaintiffs and the Class that have resulted from TD Bank's breaches of the parties' contractual agreements.

55. Plaintiffs and the Class have performed all, or substantially all, conditions, covenants, and promises required by each of them on their part to be performed in accordance with the terms and conditions of the contract, except for those they were prevented from performing or which were waived or excused by TD Bank's misconduct.

56. As a proximate result of TD Bank's breach of the contract, Plaintiffs and the Class have been damaged in an amount to be proven at trial.

SECOND CAUSE OF ACTION

(Violation of N.J. Stat. Ann. §56:8-1, *et seq.*, New Jersey's Consumer Fraud Act) On Behalf of the Class

57. Plaintiffs and the Class incorporate by reference each preceding and succeeding paragraph as those fully set forth at length herein.

58. Plaintiffs who has suffered injury in fact and has lost money or property as a result of TD Bank's violations of New Jersey's Consumer Fraud Act ("NJCFA"), alleges this cause of action as a class action.

59. The NJCFA protects consumers from "any unconscionable commercial practice, deception, fraud, false pretense, false promise, misrepresentation, or the knowing, concealment, suppression, or omission, in connection with the sale or advertisement of any merchandise..." N.J. Stat. Ann. § 56:8-2.

60. TD Bank entered into contracts with its consumer customers in which TD Bank chose the language to bind the parties relating to describing and disclosing the circumstances when TD Bank was authorized to assess and collect fees for use at a non-TD Bank owned ATM.

61. TD Bank has engaged in unlawful conduct as a general business practice by

breaching those contracts and misrepresenting its practices in the contracts.

62. By engaging in the above-described practice and the actions and omissions herein alleged, TD Bank has committed one or more unlawful acts in violation of the NJCFA.

63. Plaintiffs justifiably relied on TD Bank's contracts, disclosures, representations, and omissions in expecting that TD Bank would implement its policies and procedures consistent with its contracts and disclosures.

64. TD Bank intended for customers to rely on the contracts and disclosures with regarding to how it would implement its policies and procedures, including the manner in which it imposes fees on its customers.

65. Had Plaintiffs and the Class known the actual facts or legal implications of those acts, they would have avoided the balance inquiry fees discussed in this complaint. Therefore, a causal relationship exists between TD Bank's unlawful conduct and the ascertainable losses suffered by Plaintiffs and the Class.

66. By reason of the foregoing, TD Bank has been improperly and unjustly enriched to the detriment of Plaintiffs and the Class in an amount to be proven at trial. Plaintiffs and the Class are entitled to have disgorged and restored to Plaintiffs and the Class members all improperly taken monies as a result of their conduct as alleged herein.

67. TD Bank's conduct caused Plaintiffs and Class members to suffer an ascertainable loss. In addition to direct monetary losses, Plaintiffs and the Class have suffered an ascertainable loss in that they received less than what was promised to them by TD Bank in their account agreement and other disclosure forms. Therefore, Plaintiffs and the Class are entitled to recover such damages, together with appropriate penalties, including treble damages, attorneys' fees and costs of suit.

68. As a result, Plaintiffs and the Class have suffered an ascertainable loss of monies and pursuant to NJ Stat. § 56:8-19 is entitled to threefold damages.

THIRD CAUSE OF ACTION

(Violation of New York General Business Law, N.Y. Gen. Bus. Law § 349 *et seq.*)
(On Behalf of the New York Subclass)

69. Plaintiffs reallege and incorporate by reference all the foregoing allegations as if they were fully set forth herein.

70. TD Bank's conduct violates New York General Business Law § 349 ("NYGBL § 349").

71. NYGBL § 349 prohibits deceptive acts or practices in the conduct of any business, trade, or commerce, or in the furnishing of any service in the state of New York.

72. As one of the largest banks in the United States with multiple branch locations in New York, Defendant conducted business, trade or commerce in New York State, and Plaintiff's out of network withdrawals were undertaken there.

73. In the conduct of its business, trade, and commerce, and in furnishing services in New York State, Defendant's actions were directed at consumers.

74. In the conduct of its business, trade, and commerce, and in furnishing services in New York State, Defendant engaged in deceptive, unfair, and unlawful trade acts or practices, in violation of N.Y. Gen. Bus. Law § 349(a), including but not limited to the following:

a. Defendant misrepresented material facts, pertaining to the sale and/or furnishing of banking services, to the New York Subclass; and

b. Defendant omitted, suppressed, and concealed the material fact that it would charge multiple OON Fees with an accountholder made a cash withdrawal at an out of network

ATM.

75. Defendant systematically engaged in these deceptive, misleading, and unlawful acts and practices, to the detriment of Plaintiff and members of the New York Subclasses.

76. Defendant willfully engaged in such acts and practices, and knew that it violated NYGBL § 349 or showed reckless disregard for whether they violated NYGBL § 349.

77. As a direct and proximate result of Defendant's deceptive trade practices, members of the Subclasses suffered injury and/or damages, and the loss of the benefit of their respective bargains with TD Bank.

78. The above unfair and deceptive practices and acts by TD Bank were immoral, unethical, oppressive, and unscrupulous. These acts caused substantial injury to consumers that these consumers could not reasonably avoid; this substantial injury outweighed any benefits to consumers or to competition.

79. Further, TD Bank's conduct was substantially injurious to Plaintiffs and members of the putative Subclass.

96. TD Bank's actions in engaging in the above-named unfair practices and deceptive acts were negligent, knowing and willful, and/or wanton and reckless with respect to the rights of members of the New York Subclass.

97. Had Plaintiffs known he could be charged more than one OON Fee on a single cash withdrawal, they would have chosen to bank elsewhere so as to avoid incurring such fees.

98. As a result of TD Bank's violations of the NYGBL § 349, Plaintiffs and members of the putative Subclass have paid and will continue to pay excessive OON Fees. Accordingly, they have suffered and will continue to suffer actual damages.

99. Accordingly, Plaintiffs and New York Subclass Members are entitled to relief

under N.Y. Gen. Bus. Law § 349(h), including, but not limited to, actual damages, treble damages, statutory damages, injunctive relief, and/or attorney's fees and costs

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs and the Classes pray for judgment as follows:

1. For an order certifying this action as a class action;
2. For an order appointing Plaintiffs as representatives of the Class and their counsel of record as Class counsel;
3. For an award of actual, general, special, incidental, statutory, compensatory and consequential damages on all applicable claims and in an amount to be proven at trial;
4. For an award of exemplary and punitive and treble damages on all applicable claims and in an amount to be proven at trial;
5. For an order requiring Defendant to disgorge, restore, and return all monies wrongfully obtained together with interest calculated at the maximum legal rate;
6. For costs;
7. For interest;
8. For attorneys' fees under applicable law;
9. For such other relief as the Court deems just and proper.

KEEFE LAW FIRM

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EXHIBIT A

Personal Deposit Account Agreement



America's Most Convenient Bank®

This is an important document that contains the information governing your deposit relationship with the Bank and required legal disclosures. Please have it translated.

Este es un documento importante. Contiene el contrato que rige su relación de depósitos con el Banco y declaraciones de información exigidas por ley. Por favor, mande a hacer la traducción de este documento.

Ce document est important. Il contient le contrat régissant vos rapports avec la Banque en votre qualité de déposant ainsi que les informations exigées par la loi. Veuillez le faire traduire.

Este documento é importante. Contém o contrato que governa a sua relação para depósitos com o banco e as declarações requeridas por lei. Por favor mande traduzir.

هذه وثيقة مهمة تحتوي على عقد يحكم علاقتكم الإيداعية مع البنك والمعلومات المطلوب الإفصاح عنها بموجب القانون. الرجاء ترجمتها.

這是一份重要文件，其中包含有關您與銀行之間存款關係的合約，以及所需的法律披露事宜。請翻譯此文件。

"នេះជាឯកសារមួយសំខាន់ណាស់ ១ ឯកសារនេះមានព័ត៌មានស្តីពីកិច្ចសន្យាស្របច្រកលើ
ទំនាក់ទំនងការងារស្របច្រករបស់អ្នកជាមួយធនាគារ ហើយក៏រួមមានការបញ្ចេញព័ត៌មាន
ស្របច្បាប់ ។ សូមឱ្យគេបកស្រាយឯកសារនេះ ។"

Ini adalah dokumen penting. Dokumen ini berisi kontrak yang mengatur hubungan simpanan Anda dengan Bank serta pengungkapan legal yang dibutuhkan. Harap diterjemahkan.

본 문서는 중요합니다. 여기에는 은행과의 예금관계 계약과 법적으로 요구되는 공시가 실려있습니다. 본 문서를 번역 하시기 바랍니다.

Это важный документ. В нем содержится договор, который регулирует ваши взаимоотношения с Банком по вопросу депозита, а также необходимые юридические оговорки. Пожалуйста, попросите, чтобы этот документ перевели для вас.

"Đây là tài liệu quan trọng. Tài liệu này bao gồm hợp đồng chỉ phối tương quan giữa việc ký thác tiền bạc của quý vị với Ngân Hàng và việc tiết lộ nội dung hoạt động theo đòi hỏi của pháp luật. Vui lòng nhờ dịch tài liệu này sang tiếng Việt để hiểu rõ."

Welcome to TD Bank, America's Most Convenient Bank®

We are pleased to offer you this Personal Deposit Account Agreement ("Agreement") that governs the terms and conditions of your personal deposit Account(s) with us. This Agreement consists of Parts I-VI below, as well as the Deposit Rate Sheet(s), Personal Fee Schedule(s) and Account Maintenance Information grid(s) published by the Bank from time to time. This Agreement provides you with information you will want to know about your personal deposit Account(s). If you have any questions, or would like to learn more about our personal deposit Account products and services, please contact any of our Stores or call us at 1-888-751-9000. We will be happy to assist you.

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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

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you and the Bank. If we receive notice of a 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.

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.

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.

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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

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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 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.

Processing Order for Payment of Checks, Debit Card Transactions, and Other Items

The following describes how we pay or charge to your Account checks, debit card transactions, and other items presented for payment or deposit. 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 to or from Accounts at TD Bank or external transfers to other institutions, online bill payment instruction, payment to or from other people (Popmoney® transaction), withdrawal or deposit slip, in-person transfer or withdrawal, cash ticket, deposit adjustment, wire transfer, and any other instruction or order for the payment, transfer, deposit or withdrawal of funds.

For purposes of determining your available 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 Saturdays, Sundays and federal holidays). Each Business Day, your starting available Account balance is determined in accordance with our Funds Availability Policy. Please read the Funds Availability Policy for a detailed discussion of how and when we make funds available to you.

For (i) Checking Accounts and (ii) Money Market Accounts with check access, items are processed as follows:

- a) First, items, including both deposits and withdrawals, are added to and deducted from your available Account balance in chronological date and time order based on the information that we receive for each item. The following transaction fees also will be deducted in date and time order based on when they are assessed: wire transfer fees, deposit return fees, returned item fees, and overdraft fees. For some items, we do not receive date and time information. We assign these items a date and time, which may vary from when the transactions

we will post the items to your available Account balance. Items that are not cashed at a TD Bank Store are assigned a time of 11pm on the date we receive them. If multiple items have the same date and time information, they will be processed in the following order: (i) deposits first; (ii) checks drawn upon your account next, from lowest to highest check number, and then (iii) other withdrawals, from lowest to highest dollar amount. For purposes of this section (a), withdrawals include transactions that have been presented for payment as well as pending debit card, ATM or electronic transactions that have been authorized but not yet presented to us for payment. Please see the additional details below for more information regarding pending transactions. Deposits are made available to you in accordance with our Funds Availability Policy.

- b) Second, we add to or deduct from your available Account balance any interest credits or fees not described in (a) above. Examples of these fees include non-TD ATM fees, monthly maintenance fees, and overdraft protection transfer fees.

For (i) Savings Accounts, (ii) Money Market Accounts with no check access, and (iii) CD Accounts, items are processed as follows:

- a) First, deposits that have become available to you that Business Day in accordance with our Funds Availability Policy are added to your available Account balance.
- b) Next, the total amount of any "pending" debit card, ATM and other electronic transactions that have been authorized but not yet presented to us for payment is deducted from your available Account balance. Please see the additional details below for more information regarding pending transactions.
- c) We then deduct items from your available Account balance by category, in the following order:
- i. Outgoing wire transfers, return deposit items, and debit adjustments to your available 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 highest to lowest dollar amount.

Additional details regarding our processing order of items for all Accounts:

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 transaction may not be equal to the amount of the actual transaction that is subsequently 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 transactions from your available Account balance for certain categories of 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).

Additional details regarding our processing order of items for all Accounts:

The order in which items are processed may affect the total amount of overdraft fees incurred. See "Overdrafts" and "Sustained Fee for Overdrawn Accounts" below, as well as the Personal Fee Schedule, for more information.

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 available 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 overdraft 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. Please call 1-888-751-9000 for additional information about our processing order.

Reasons Why We May Refuse to Pay an Item:

- 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 responsible for 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 that exceeds your available Account balance, made by us to you, at our sole discretion. Overdrafts may include, but are not limited to, advances to cover a check, in-person withdrawal, ATM withdrawal, debit card point-of-sale transaction, 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).

For (i) Checking Accounts and (ii) Money Market Accounts with check access, you will not be charged an overdraft fee on items presented for payment that result in your available Account balance being overdrawn by \$5 or less. Overdraft fees may be charged on items presented for payment regardless of your available Account balance at the end of the day.

Overdraft fees are not charged on "pending" transactions, although pending transactions reduce your available Account balance to pay other transactions and may result in the assessment of overdraft fees for those transactions. Overdraft fees may be charged on any item, including checks and debit card transactions (see "Important Information for Consumers about your TD Bank Checking Account" brochure for more information).

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 may be a crime to intentionally withdraw 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.

Sustained Fee for Overdrawn Accounts

We may charge you a fee, as disclosed on 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, bank fees 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.

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We are entitled to give you 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 a return of funds or a loss of 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.

Periodic Statements; Time Limit to Report 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 or deliver electronically 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 Checking Account has been inactive for more than 6 months or your Savings Account has been inactive for more than 9 months.

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, or the date on which electronic statements are available for viewing. 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 the combined statement to us by the time 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 or electronic delivery 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

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

Important Information 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 related to the servicing of your Account to your cell phone from us and our agents. For any service related 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 Accounts

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 Accounts – 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:

- a) **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

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check or other withdrawal. For certain checks, such as those payable by the government, we may require all payees to endorse the check for deposit.

- b) **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.
- c) **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

- a) **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 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.

- b) **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, we will apply the 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.

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.

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, and the information so reported is applied 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.

Changing Your Account

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

- a) **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.
- b) **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.
- c) **Account Statement:** If you receive statements, 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.

Adverse claim or proceeding. Legal Document 1-1

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.

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Under the applicable law, we may be liable for 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 made from any joint 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

OTHERS WHICH ARE 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

the Agreement, including, but not limited to, the obligation 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.

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 (6th) transfer is needed, we

the transaction sub-Account balance to the non-transaction sub-Account at the end 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.

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. Other fees may still apply; see the Personal Fee Schedule and Personal Account Maintenance Information grid for any applicable fees.
- 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 of our records. You agree that we may change our terms or 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.
- l) **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

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 to copy a current version of our Terms and Conditions, 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: 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

- a) **Accounts Covered:** "Accounts" covered by this disclosure include ALL personal deposit Accounts including Checking, interest bearing Checking, Money Market Accounts, 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.
- b) **Minimum Balance Requirements (All Accounts):**
 - i) **To Open Accounts:** To open an Account, you must deposit the amount shown in the accompanying Personal 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 Personal Account Maintenance Information grid for your Account type.
- c) **Fees & Charges:** Monthly maintenance fees are shown in the accompanying Personal 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.

- i) **Paper Statement Fee:** We may impose a fee based on the Personal Fee Schedule, for certain Account types that choose to receive paper statements.

The Paper Statement Fee is charged per Account, not per statement; therefore a combined statement with more than one Account could receive multiple fees.

- d) **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 Deposit 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 accurate as of the date shown on our Deposit 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.

- i) **TD Step Rate CDs:** 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 TD Step Rate CD will renew to a one (1) year term.
- ii) **All other CDs:** The interest rate and APY are fixed for the term of the certificate and may only be changed at maturity.
- iii) **To Obtain the Annual Percentage Yield ("APY") Disclosed:** For Checking, Savings, and Money Market Accounts, you must maintain the minimum tier balance in the Account each day in order to obtain the disclosed APY for that particular tier. For CDs, the initial Interest Rate is determined by the balance at account opening. Interest Rates for subsequent terms is determined by the CD balance at the end of the grace period. The APY disclosed assumes the Account remains on deposit for one year at the same interest rate.
- iv) **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.
- v) **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 on Savings and Money Market Accounts, interest is accrued each day on the full collected balance. The collected balance is the available balance in your Account as determined by our Funds Availability policy.

- vi) **Frequency of Compounding and Crediting of Interest (Applicable to All Interest Bearing Accounts):** The Bank compounds interest monthly. Interest is credited on a monthly basis. 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.

e) **Checking Balance Tier Structures**

- i) **TD Relationship Checking:** The chart below indicates the balance tier levels used to determine the variable interest rate and annual percentage yield (APY) being applied to your Account. The interest rate and APY 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+

- ii) **TD Premier Checking:** 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 – \$ 2,499.99	\$ 50,000.00 – \$249,999.99
\$2,500.00 – \$49,999.99	\$250,000.00 +

- iii) **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+

- iv) **Health Savings 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

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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+

f) Checking Account Information

i) TD Relationship Checking

1) Account Information: The monthly maintenance fee for TD Relationship Checking Accounts will be waived in each service charge cycle (a monthly period based on your statement date) that the Account maintains a minimum daily combined deposit, outstanding loan and/or mortgage balance (excluding credit card) in Accounts you choose to link as specified in the Personal Account Maintenance Information Grid.

If you link a mortgage, it must be in good standing in order to count toward the minimum combined balance requirement. In order for a Mortgage to be considered "in good standing" it must meet the following criteria:

The mortgage is a personal TD Bank mortgage Account.

The mortgage is not an FHA loan.

Your Account is not more than 90 days Past Due (Next Payment Date is in the future OR not more than 90 days before the previous month end).

TD Relationship Checking Accounts are eligible for monthly maintenance fee waivers on one additional personal Checking Account and all personal Savings Accounts (including Health Savings Accounts) that you choose to link to your TD Relationship Checking Account. You must request these waivers; they are not automatically applied. Waivers expire when the TD Relationship Checking Account is closed.

Linked Accounts that are not eligible for monthly maintenance fee waivers will need to meet the balance requirements to avoid the monthly maintenance fee on those Accounts.

2) Combined Balances: You can designate your TD Relationship Checking Account as your primary Checking Account and then link certain other Accounts to it for Relationship Pricing. With Relationship Pricing, balances in those Accounts are included in your daily combined balance which is used to determine if the monthly maintenance fee on your TD Relationship Checking Account is waived.

You must tell us what other Accounts you want us to link to your TD Relationship Checking Account for Relationship Pricing. We do not link your Accounts unless you tell us to

link. The Personal Account Maintenance Grid lists the required daily combined balance for a TD Relationship Checking Account and the types of Accounts that can be linked for Relationship Pricing. Restrictions apply.

Once you have selected which Accounts to be included in the combined balance, we will look at the end-of-Business-Day-balance of each selected Account and add them together to get the total combined daily balance. If your end-of-Business-Day-balance in one of the selected Accounts is negative, it will have a negative effect on the total combined daily balance requirement.

When an existing Account is closed and a new Account is opened to replace the existing Account, we do not automatically link the new Account to your TD Relationship Checking Account, even if the existing Account was linked. You must tell us to link the new Account for Relationship Pricing.

ii) TD Private Tiered Checking: TD Private Tiered Checking Accounts are eligible for monthly maintenance fee waivers on one additional personal Checking Account and all personal Savings Accounts that you choose to include in a combined statement with your Private Tiered Checking Account. You may also request waivers for any TD Health Savings Account(s) you own. You must request these waivers; they are not automatically applied. Waivers expire when the Private Tiered Checking Account is closed.

iii) Account Opening Bonus Promotions: From time to time, we may offer cash bonus promotions for opening a new Checking Account with an initial deposit of \$100 or more. If we are offering such a promotion, and if you open a new 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 Checking Account with an initial deposit. If we are offering such a promotion, and if you open a new Checking Account with an initial deposit during the promotional period, you will receive a 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 Checking Account with an initial

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promotion, and if you open a new 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.

g) **Savings Balance Tier Structures**

- i) **TD Select Savings and TD Private Tiered Savings:** 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 APY for the appropriate tier will be paid on the full collected balance in the Account.

Balance Tier Structure:

\$ 0.01 – \$14,999.99	\$ 100,000.00 – \$ 249,999.99
\$15,000.00 – \$24,999.99	\$ 250,000.00 – \$ 499,999.99
\$25,000.00 – \$49,999.99	\$ 500,000.00 – \$ 999,999.99
\$50,000.00 – \$99,999.99	\$ 1,000,000.00 – \$9,999,999.99
	\$10,000,000.00+

- ii) **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 APY for the appropriate tier will be paid on the full collected 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 +

h) **Savings Account Information**

- i) **TD Select Savings:** For personal and certain personal Trust TD Select Savings Accounts, the interest rate and APY applied will also be determined by whether or not we have on record an eligible TD Bank Account linked to your TD Select Savings Account. Eligible Accounts include personal TD Bank Mortgage, Home Equity, Credit Card, or active personal or small business Checking Accounts.

Definition of personal and certain personal Trust TD Select Savings Accounts:

Account Type	Eligibility Requirements	Ownership Requirements
TD Select Savings	Open	Individual, Primary or Secondary Owner, OR Trust set up with a Social Security Number, or be a Trustee of such a Trust Account

Account Type	Eligibility Requirements	Ownership Requirements
Mortgage*	In good standing (Active, and with a Mortgage Payment no more than 90 days past due)	Individual, Primary or Secondary Owner
Home Equity Line of Credit, Home Equity Loan	In good standing (Active)	Individual, Primary or Secondary Owner
Credit Card	Open	Individual or Primary Owner
Personal Checking	In good standing (not Closed or Abandoned) and at least one Deposit, Withdrawal, Payment or Transfer transaction each calendar month to qualify for the rate bump during the following calendar month.	Individual, Primary or Secondary Owner
Small Business Checking	In good standing (not Closed or Abandoned) and at least one Deposit, Withdrawal, Payment or Transfer transaction each calendar month to qualify for the rate bump during the following calendar month.	Primary, secondary, or DBA owner; or authorized signer or controller

*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
Personal Checking (small business checking not eligible)	In good standing (not Closed or Abandoned) and at least one Deposit, Withdrawal, Payment or Transfer transaction each calendar month to qualify for the rate bump during the following 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 your statement cycle, if you have a linked, eligible Account (personal Mortgage, Home Equity, Credit Card, or active personal or small business Checking), 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 Deposit Rate Sheet.

Type of TD Select Savings Account	Table on Rate Sheet
Qualifying TD Select Savings Accounts with an eligible TD Bank Account linked to it	TD Select Savings with Rate Bump
All other TD Select Savings Accounts	TD Select Savings with Standard Rate

Non-personal TD Select Savings Accounts will receive the interest rate and APY applicable to TD Select Savings Accounts with Standard Rate.

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.

- ii) **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:

- 1) Whether or not your TD Growth Money Market Account qualifies, as defined below:

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

- 2) 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 (not Closed or Abandoned)	Individual, Primary or Secondary Owner
Personal Checking (Trust)	In good standing (not Closed or Abandoned)	Trust set up with a Social Security Number, or be a Trustee of such a Trust Account

- 3) 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.

- 4) Whether or not you made at least one qualifying transfer into your TD Growth Money Market Account during your current statement cycle.

- 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.
- In addition, an immediate transfer completed through Online Banking will also qualify.
- 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 Deposit Rate Sheet.

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Type of TD Growth Money Market	Table of 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.

- 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.

1) Your TD Simple Savings Account must qualify, as defined below:

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

- 2) 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 (not Closed or Abandoned)	Individual, Primary or Secondary Owner
Personal Checking (Trust)	In good standing (not Closed or Abandoned)	Trust set up with a Social Security Number, or be a Trustee of such a Trust Account

There may be a limit on the number of recurring transfers into your TD Simple Savings Account.

- 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.
- In addition, an immediate transfer completed through Online Banking will also qualify.
- 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

Example

Previous Service Charge Cycle	Monday, June 1st through Tuesday, June 30th, 2015
Current Service Charge Cycle	Wednesday, July 1st through Friday, July 31st, 2015
Dates you can make a qualifying transfer	Monday, June 29th through Thursday, July 30th, 2015

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.

i) Special Information for Certificates of Deposit:

- i) **TD Choice and Private CDs:** The chart which follows indicates the balance tier levels used to determine the interest rate and APY being applied to your Certificate of Deposit. The balance tier level for your Certificate of Deposit is determined by the opening balance of your CD and will not vary throughout the term of your deposit. After maturity and if your CD auto-renews, the balance tier level for your Certificate of Deposit for subsequent renewed terms will be determined by the balance at the end of your Grace Period.

Balance Tier Structure:

\$250.00 – \$9,999.99	\$50,000 – \$99,999.99
\$10,000 – \$49,999.99	\$100,000+

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 and interest rate:

TD Choice CDs For personal and certain personal trust TD Choice CDs, the interest rate and APY applied will also be determined by whether or not we have on record an eligible TD Bank Personal Checking Account at the time that the CD is opened or matures.

Definition of personal and certain personal Trust TD Choice CDs:

Account Type	Eligibility Requirements	Ownership Requirements
TD Choice CD	Open	Individual, Primary or Secondary Owner, OR Trust set up with a Social Security Number, or be a Trustee of such a Trust Account

Eligible Relationship Accounts:

Account Type	Eligibility Requirements	Ownership Requirements
Personal Checking	In good standing (not Closed or Abandoned)	Individual, Primary or Secondary Owner

In addition, certain personal Trust Accounts qualify your TD Choice CD for the Relationship interest rate:

Account Type	Eligibility Requirements	Ownership Requirements
Personal Checking (small business checking not eligible)	In good standing (not Closed or Abandoned)	Trust set up with a Social Security Number or be a Trustee of such a Trust Account

If you have an eligible TD Bank Personal Checking Account on the date that you open your TD Choice CD, your TD Choice CD will earn the Relationship rate and APY. For the current interest rate on your Account, please refer to the appropriate column on the accompanying Deposit Rate Sheet for your initial term. For subsequent terms, Relationship status will be determined on the business day prior to the maturity of your TD Choice CD.

- iii) **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 be

CD Term	Penalty
7 – 89 days	All interest
90 days < 1 year	3 months' interest
1 year < 2 years	6 months' interest
2 years < 3 years	9 months' interest
3 years < 4 years	12 months' interest
4 years < 5 years	18 months' interest
5 years +	24 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 Personal Account Maintenance Information grid.

TD 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.

TD 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.

- iv) **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.

- v) **Renewal Policies:** Unless otherwise noted, CDs will automatically renew to the same term at maturity. At maturity, the TD Step Rate CD will renew to a one (1) year CD. At maturity you will have ten (10) Calendar Days beginning on the maturity date to withdraw the funds without penalty or make additional deposits. Interest not withdrawn will be converted to principal upon the renewal of the certificate.

For TD Choice CDs, you must have an eligible TD Bank Personal Checking account as of the business day prior to your maturity date in order to earn the Relationship interest rate on your next term. TD Choice CDs that do not have an eligible personal TD Checking Account as of the business day prior to your maturity date will earn the Standard interest rate.

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vi) **Interest on CD Accounts:** Interest is calculated 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.

vii) **Additional Deposits:** We do not accept additional deposits on TD Choice, Private, TD No-Catch or TD Step Rate CDs. Additional deposits on discontinued CD Account types, if permitted, are governed by your original certificate. For TD IRA Add-Vantage CDs, you may make additional deposits of not less than \$500 per deposit at any time during the term up to a maximum of \$250,000 in additional deposits.

viii) **Promotional CD Interest Rates:** We may offer Promotional CD interest rates which may have different Account opening requirements than our non-promotional TD Choice CD terms. These requirements will be disclosed on the 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 TD Choice 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.

ix) **Grand Opening Bonus CD Rate:** In addition to the terms above, a TD Bank personal Checking Account is required. The offer is valid for new CD Accounts only and does not include IRA CDs.

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

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

- a) **Timing:** To determine the availability of your deposits, every day is a Business Day, except Saturdays, Sundays and federal holidays. If you make a deposit on a Business Day we are not open, we will consider the deposit to be made on the next Business Day we are open.
- b) **Deposits in TD Bank Stores:** If you make a deposit with a Store employee before 8pm on a Business Day that we're 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.
- c) **Deposit by Mail:** If you mail funds to us, the funds are considered deposited on the Business Day we receive them.
- d) **Deposits by ATM:** 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. If you make a deposit at a Bank ATM after 8pm or on a day we are not open, we will consider the deposit 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.
- e) **Deposits by Mobile App:** If you make a deposit through TD Bank Mobile Deposit 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 through TD Bank Mobile Deposit after 8pm or on a day we are not open, we will consider the deposit made on the next Business Day we are open.
- f) **Deposits by Night Depository or Store Lockbox:** Funds deposited in a night depository or Store lockbox are considered deposited on the next Business Day the Bank or Store lockbox is open.

Please note that the Funds Availability may vary depending on the type and method of deposit as explained on the following two pages:

Same Day Availability

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

- a) Cash deposits;

- ### Longer Delays May Apply

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.

- a) 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);
- b) We believe a check you deposited will not be paid;
- c) You re-deposit a check that has been returned unpaid;
- d) You have overdrawn your Account repeatedly, or would have overdrawn your Account if checks had been honored in the last six (6) months;
- e) 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.

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

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- be available to you on the day we receive the deposit.
- c) 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.
- d) 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.

- a) 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.
- b) 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.
- c) 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.

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.

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.

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 Overdraft Term Account is debited 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 canceled after 24 months of inactivity, except for Health Savings Account Debit Cards and Cross Border Customer Debit Cards, which may be canceled after 36 months of inactivity.

Direct Deposits

You may make arrangements for certain direct deposits to be accepted into your Checking, Statement Savings or Statement 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

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:

- Pay for purchases
- Pay bills

Bill Pay

You may use this service to pay your bills online with a Checking Account or Money Market Account with check access.

a) Payments may be made in any amount from \$1 to \$75,000.

External Transfer (Account to Account Transfers) Service and Popmoney® Payments Service

You may use the external transfer service to transfer funds to/from your Accounts and other Accounts you own at other financial institutions. You may also use this service to transfer money to or request money from other people.

External Transfers can be made from an "Eligible Transaction Account;" an Account from which payments and service fees, if any, will be automatically debited, and to which payments and credits will be deposited. Personal Checking, Money Market or Savings Accounts are typically eligible.

Person-to-Person Payments require an "Eligible Transaction Account at TD Bank," from which payments and service fees, if any, will be automatically debited, and to which payments and credits will be deposited. Personal Checking and Money Market Accounts are typically eligible for this service.

The standard limits are:

Delivery Option	Direction	Daily	Monthly
External Transfer			
3 Business Days	Outbound	\$2,000	\$5,000
	Inbound	\$3,000	\$6,000
Next Business Day	Outbound	\$1,500	\$4,000
	Inbound	\$2,000	\$5,000
Popmoney Payment			
3 Business Days	Outbound	\$2,000	\$5,000
	Inbound (request money)	\$2,000	\$5,000
Next Business Day	Outbound	\$500	\$5,000

A \$10,000 global limit applies between External Transfers and Popmoney Payments.

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.

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

For Checking Accounts, 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;
- Make deposits with a merchant, if the merchant permits.

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.

Standard Daily Limits (per Card)

	Visa Debit Card	Visa Private Client Debit Card	ATM Card
ATM Cash Withdrawals	\$750	\$1,000	\$750
POS (PIN) Transactions	\$2,000	\$2,000	N/A
Visa Signature Transactions	\$5,000	\$10,000	N/A
Visa Cash Advances	\$5,000	\$5,000	N/A

Customer Safety Information - NJ

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

- The activity of the ATM facility is being recorded by a surveillance camera or cameras;
- Close the entry door completely upon entering and exiting;
- Do not permit any unknown persons to enter after regular banking hours;
- 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 - NJ

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

- Be alert to your surroundings and to defer transactions if circumstances cause you to be apprehensive for your safety;
- Close the entry door of any automated teller machine (ATM) facility equipped with a door;
- 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 1-609-292-7272.

Termination

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

Charges For Electronic Funds Transfers

We may impose a fee, as disclosed on the Personal Fee Schedule, for 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 reimburse you for these fees at the end of each statement cycle as disclosed on the Personal Fee Schedule.

Please note: For non-TD ATM transactions, the institution that

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 at the time of your transaction, including for balance inquiries.

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 ninety (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 currency 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 ATM 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.

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. You will receive a statement at least quarterly for all Accounts except Club, IRA, Passbook, or CD Accounts, and Checking Accounts that have been inactive for more than 6 months or Savings Accounts that have been inactive for more than 9 months.

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)

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 days before each payment is 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.

Right To Stop Payment

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 visiting one of our TD Bank Stores, calling us at **1-888-751-9000**, using secure online banking at tdbank.com, 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 and unauthorized transfers, 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

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

- a) 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.
- b) 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.

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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:

- a) If, through no fault of ours, you do not have enough money in your Account to make the transfer.
- b) If the transfer would go over the credit limit on your overdraft line.
- c) If the ATM where you are conducting the transfer does not have enough cash.
- d) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- e) 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.
- f) If the funds are subject to legal process or other encumbrances restricting such transfer.
- g) If the transfer would result in your daily withdrawal limit being exceeded.
- h) If the Bank has reason to believe that you or someone else is using the ATM or other electronic banking service for fraudulent or illegal purposes.
- i) 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.
- j) 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:

- a) For certain routine disclosures necessary for the completion of a transfer or to resolve errors; or
- b) For verification of the existence and condition of your Account for a credit bureau or merchant; or
- c) To persons authorized by law in the course of their official duties; or
- d) To our employees, auditors, service providers, attorneys or collection agents in the course of their duties; or
- e) Pursuant to a court order or lawful subpoena; or
- f) To a consumer reporting agency; or
- g) To update your Account or Card information with the card network; or

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to our Cardholder Marketing

agreements; or

- i) To our affiliates as permitted by law; or
- j) 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 or electronically delivered 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.

Error on Electronic Funds Transfer or Check

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:

TD Debit Card Cardholder Services
P.O. Box 7026
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:

- a) Tell us your name and Account number.
- b) 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.
- c) 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

Substitute Checks: This is how you get 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 ten (10) Business Days after we received your claim and the remainder of your refund (plus interest if your Account earns interest) not later than forty five (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 forty (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) A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- b) An estimate of the amount of your loss;
- c) An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- d) 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 1: Night Depository Agreement 1-1

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 (a) we do not own or control the Carrier, the Carrier's employees or the Carrier's facilities; (b) the Carrier retains discretion to determine what customers and geographic areas it will serve and maintains the ultimate responsibility for scheduling, movement and routing; (c) the Carrier acts as your exclusive agent when items are in transit and is responsible for the bags and their contents during transit; and (d) 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.

Part 2: Night Depository Agreement 2-1

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 (2) 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 Personal 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.

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General Information

1-888-751-9000

tdbank.com



America's Most Convenient Bank®

Important Information About Your Account

We've offered you a choice of earning up to a \$300 cash bonus with your new personal checking account, below you'll find the details to qualify for this promotion.

Supplement to TD Bank's Personal Deposit Account Agreement

Effective July 27, 2016

This is a Supplement to TD Bank's Personal Deposit Account Agreement, as is in effect on the date hereof, and as the Agreement may be amended from time to time. All terms and conditions of the Personal Deposit Account Agreement apply, except as outlined below.

This supplement applies to the \$300 cash bonus and \$150 cash bonus awarded to those who participate in the Bank Human Personal Checking Online Promotional Offer and qualify as defined below.

Truth in Savings Disclosure

iii) Account Opening Bonus Promotions

Offer is available to new personal checking Customers who do not have an existing or prior personal checking account at TD Bank, open their account online via the promotional web page and complete the required qualifying criteria. Once the offer criterion is met, the bonus will be credited into the new personal checking account no later than 95 days from account opening. Account must remain open, active, in good standing, and in the same product type through the qualifying period to receive the bonus. Bonus will be reported as taxable income to the IRS on a 1099-MISC. Offer may be withdrawn at any time and is subject to change. One bonus per Customer and cannot be combined with any other offer. TD Bank Employees are not eligible.

To qualify for the \$300 personal checking cash bonus:

New personal checking Customer must open a TD Premier CheckingSM account with cumulative direct deposit funds of \$2,500 or more into the new account within 60 days of account opening. Qualifying direct deposits are recurring electronic deposits of your paycheck, pension or government benefits (such as Social Security) from your Employer or the Government. P2P or bank transfers do not qualify.

To qualify for the \$150 personal checking cash bonus:

New personal checking Customer must open a TD Convenience CheckingSM account with cumulative direct deposit funds of \$500 or more into the new account within 60 days of account opening. Qualifying direct deposits are recurring electronic deposits of your paycheck, pension or government benefits (such as Social Security) from your Employer or the Government. P2P or bank transfers do not qualify.

If you have any questions, visit any TD Bank, call us at 1-888-751-9000 or connect to tdbank.com.



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1-888-751-9000 | tdbank.com

EXHIBIT B

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	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.	



America's Most Convenient BankSM

1-888-751-9000

TD Convenience Checking™ Account Guide

Overdraft options for Customers with debit cards (continued)	Option A (default) – You do not enroll in TD Debit Card Advance™	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
	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



America's Most Convenient Bank®

TD Convenience CheckingSM Account Guide

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 <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 C

Checks

Money orders.....	\$ 5.00
Official checks	\$ 8.00

ATM/Debit Cards

Transactions conducted at TD ATMs in the U.S. and Canada (including mini-statements).....	Free
Each withdrawal, transfer, & balance inquiry conducted at a non-TD ATM.....	\$ 3.00
International Transaction ² : International debit or ATM card purchases, cash advance transactions, and or non-TD International ATM withdrawals.....	3% of Transaction Amount

Funds Transfers

External transfers (to/from other institutions)	Free
3 day delivery from other institutions	Free
3 day delivery to other institutions	Free
Next day delivery to/from other institutions.....	Free

Bill Pay

Scheduled or Next Day Bill Payment.....	Free
Rush Bill Payment ³	\$ 2.00

Send Money with Zelle® (to/from other people)⁴

Delivery to others within minutes.....	Free
Request funds from others	Free
Standard ACH delivery (1 to 3 days)	Free

Wires

Incoming wire (domestic & international).....	\$ 15.00
Outgoing wire (domestic).....	\$ 30.00
Outgoing wire (international)	\$ 50.00

¹ For transactions conducted at non-TD ATMs, the owner and/or operator of the ATM (or the network) may assess a fee ("surcharge") at the time of your transaction, including for balance inquiries. In certain instances, we will reimburse this surcharge. Additionally, TD-Bank may impose fees for non-TD ATM transactions which will be reflected in your monthly statement and are charged per transaction. Each transfer, each withdrawal and each balance inquiry is a separate transaction. For certain Account types, we may waive these fees as disclosed in the chart below.

² Whenever you use your TD Bank Debit Card or TD ATM Card outside of the United States to get cash at any non-TD ATM, or to purchase goods or services, or for cash advances we will charge a foreign exchange fee equal to 3% of the transaction amount. This fee will apply whether the TD Bank Debit Card holder or TD ATM Card holder is physically located inside or outside the United States and the merchant is located outside the United States.

³ Rush Bill Payments may appear on your account statements and account activity as Same Day Payments. A fee applies to all Rush Bill Payments. Beyond Checking accounts will be reimbursed for Rush Bill Payment fees.

⁴ Subject Send Money with Zelle®, is available for most personal checking and money market accounts. To use Send Money with Zelle® you must have an Online Banking profile with a U.S. address, a unique U.S. mobile phone number and an active unique e-mail address. Your eligible personal deposit account must be active and enabled for ACH transactions and Online Banking transfers. To send money for delivery that arrives typically within minutes, a TD Bank Visa® Debit Card is required. Message and data rates may apply, check with your wireless carrier. Must have a bank account in the U.S. to use Send Money with Zelle®. Transactions typically occur in minutes between enrolled users. If a recipient is not yet enrolled with Zelle®, it may take between 1 and 3 business days to receive the money once the enrollment is complete. To receive money in minutes, the recipient's email address or U.S. mobile number must already be enrolled with Zelle. transaction

International⁵

Collections items (plus correspondent fee)	\$ 17.50
Foreign bank drafts (purchased orders \$250 and above)	\$ 25.00
Foreign bank drafts (purchased orders less than \$250).....	\$ 35.00
Foreign currency banknotes (in Store and online orders) ⁶	\$ 7.50
Foreign currency banknotes (orders less than \$250).....	\$ 17.50

Account Services

Check & ACH Stop Payment (per item).....	\$ 30.00
Paper statement (per statement cycle).....	\$ 1.00
Printed check images with paper statement (per statement cycle) ⁷	\$ 2.00
TD FastFunds	3% of Check Amount (min fee of \$5)

Overdraft Services

Overdraft protection transfer fee (per daily transfer)	\$ 3.00
Overdraft - return (NSF)/overdraft - paid (per item) ⁸	\$ 35.00

Other

Levy/legal order	\$125.00
Excess pre-authorized withdrawals, transfers or checks (Money Market/Savings) (per item) ⁹	\$ 9.00
Excess withdrawal (per item - for Club accounts only) ¹⁰	\$ 3.00
ATM/Debit card research.....	\$25.00/hour
Cashed or deposited item returned (per item).....	\$ 15.00

Copies

Statement copies.....	Free
Statements with check copies &/or deposit slips only	\$5.00/statement
Deposit reconstruction.....	\$5.00/transaction
Statements with check copies AND deposit reconstructions.....	\$25.00/statement

Gift Cards

Gift Cards available in amounts from \$25 to \$750 (per card) ¹¹	No purchase fee
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¹ Foreign Exchange (FX) products and services are provided by TD Bank, N.A.'s affiliate, The Toronto-Dominion Bank.

² These fees apply to TD Bank account holder transactions placed in Store and online orders from foreigncurrency.td.com

³ Subject to limitations under applicable state laws.

⁴ The fee applies to a maximum of five (5) items per day per account.

⁵ The fee will be waived for Savings Overdraft Protection transfers. However, Savings Overdraft Protection transfers will be counted in the total number of pre-authorized transactions done in the statement cycle. We may impose a fee for each withdrawal in excess of six (6) that you make in any monthly period (based on your statement date). Please refer to the Personal Deposit Account Agreement for details.

⁶ We may impose a fee for each withdrawal in excess of three (3) that you make in any monthly period. Please refer to the Personal Deposit Account Agreement for details.

⁷ Other fees may apply. See Terms & Conditions for more information.

Some fees are waived (✓) for certain accounts, as described in this chart.

	Official Check Fee and Money Order Fee	Incoming Wire Fee	Stop Payment Fee	Check Image Fee	Excess Pre-Authorized withdrawals, transfers, or checks	Non-TD ATM/ International Trans. Fee	Overdraft Protection Transfer Fee	Paper Statement Fee
TD Beyond Checking	✓	✓	✓	✓		✓	✓	✓
TD 60 Plus Checking	✓							✓
TD Convenience Checking							✓*	
TD Beyond Savings	✓	✓	✓		✓	✓		✓
TD Private Tiered Checking	✓	✓	✓	✓		✓	✓	✓
TD Private Tiered Savings	✓	✓	✓		✓	✓		✓
All Other Personal Savings Accounts								✓
Individual Development Products		✓	✓		✓			✓
Family Development Products		✓	✓		✓		✓	✓

*Overdraft Protection Transfer Fees waived if the primary account holder is age 17 through 23 years of age; upon the primary account holder's 24th birthday, the account will be subject to an Overdraft Protection Transfer fee of \$3 per daily transfer

Some fees are reimbursed for certain accounts, as described in this chart.

Account Type(s)	Non-TD ATM Surcharge Reimbursement*	Overdraft/NSF	Outgoing Wires	Rush Bill Payment
		Eligible Number of Reimbursements		
TD Beyond Checking	Non-TD ATM surcharge fees for Checking Account transactions reimbursed to Customer's Checking Account at statement cycle close. Must maintain a minimum daily balance of \$2,500 to be eligible	2 total per Calendar Year Max: \$70/ Calendar Year	1 per statement cycle (Domestic or International)	Unlimited
TD Beyond Savings	Non-TD ATM surcharge fees for Savings Account transactions reimbursed to Customer's Savings Account at statement cycle close. Must maintain a minimum daily balance of \$2,500 to be eligible	N/A	N/A	N/A
TD Private Tiered Savings	Non-TD ATM surcharge fees for Checking Account transactions reimbursed to Customer's Checking Account at statement cycle close. Must maintain a minimum daily balance of \$0.01 to be eligible	N/A	N/A	N/A
TD Private Tiered Checking	Non-TD ATM surcharge fees for Checking Account transactions reimbursed to Customer's Checking Account at statement cycle close. Must maintain a minimum daily balance of \$0.01 to be eligible	2 total per Calendar Year Max: \$70/ Calendar Year	5 per statement cycle (Domestic or International)	Unlimited

*The minimum daily balance requirement must be maintained for the entire statement cycle to be eligible for the surcharge reimbursement. If you close your Account during a given statement cycle, we will not reimburse you for surcharges incurred during that statement cycle. A 1099-Misc Form will be sent to all Customers who at the end of the year have received a total of \$600.00 or more in ATM surcharge reimbursements. This information will also be provided to the Internal Revenue Service.



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