

Terms and Conditions of Use Agreement

Last updated: February 6, 2015.

The **TD Advisory Panel** ("Website") is an online community for individuals who wish to participate in panels, surveys, forums, chats, regarding TD services and products ("**Initiatives**"). The Website is operated by The Toronto-Dominion Bank ("**TD**", "we", or "our"). This Agreement ("**Agreement**") governs the use of the Website, including without limitation participation in its panels, surveys, bulletin boards, forums, chats, and all other areas of the Website. Please read the rules contained in this Agreement carefully.

This Agreement may be modified from time to time and your continued access of the Website constitutes your acceptance of any changes to this Agreement. The date of the most recent revisions will appear at the top of this page, so check back often.

BY ACCESSING, USING AND/OR REGISTERING TO BECOME A MEMBER ("MEMBER**") OF THE WEBSITE (OR ANY PART OF IT), YOU ACCEPT THE TERMS OF THIS AGREEMENT. IF YOU CANNOT AGREE WITH ANY OF THE TERMS OF THIS AGREEMENT, DO NOT USE THE WEBSITE.**

We take your privacy very seriously. In addition to reviewing this Agreement, please read our Privacy Policy available at: <http://www.td.com/privacy-and-security/privacy-and-security/index.jsp>. Your use of the Website constitutes agreement to our Privacy Policy's terms and conditions as well.

You agree that we have the right at any time to suspend, modify, or discontinue all or any part of this Website, without notice, and that we will not be responsible or liable, directly or indirectly, to you for any loss or damage of any kind incurred as a result of any such suspension, modifications or discontinuance.

1. Registration And Account Creation

In order to participate in panels, surveys, bulletin boards, forums, chats, and any other areas of the Website, you must first register as a Member of the Website. When you register, you will be asked to provide personal and other information and you may be provided, or required to choose, a password, username, and other registration information (collectively, "**Registration Information**"). You must provide accurate, complete and updated Registration Information when registering for the Website.

If you register for the Website, you will be solely responsible for maintaining the confidentiality of your Registration Information. You may not authorize others to use your Registration Information. You may not sublicense, transfer, sell or assign your Registration Information and/or this Agreement to any third party without our prior written approval.

If any of your Registration Information changes, you must update it. In the event that you do not update your Registration Information, or if TD suspects that you have not updated such information, TD has the right to disable your account and prevent you from using the Website, or any portions of the Website. You agree to be responsible for: (a) the accuracy of all information that you provide to TD; (b) maintaining the confidentiality of any passwords or other account identifiers that you choose or that are assigned to you; and (c) all activities that occur under such password(s) or account(s). It is your responsibility to keep your username and any password confidential and secure. In the event that your username or password is used without your consent or that you discover any other breach of security, you agree to promptly contact us at support@tdadvisorypanel.ca. TD is not responsible for your failure to comply with this clause, or for any delay in shutting down your account after you have reported a breach of security to us.

REGISTRATION ON THE WEBSITE IS AVAILABLE ONLY TO PERSONS THAT ARE: I) OVER THE AGE OF MAJORITY IN THEIR JURISDICTION OF RESIDENCE; AND II) A LEGAL RESIDENT OF, AND PHYSICALLY LOCATED WITHIN CANADA (EXCLUDING QUEBEC).

To ensure the integrity of the Website, you may not (i) activate or use more than one Member account; (ii) use a name subject to rights of another person without authorization from that person; (iii) use a false or misleading name, address, or email address to activate or use an account; or (iv) provide any false or misleading information.

Successful registration entitles you to participate in various Initiatives established or offered by TD from time to time in our sole discretion, including promotions and other programs managed and provided by TD and our third party service providers.

Additional terms and conditions may apply to certain Initiatives. For example, if you choose to enter a sweepstakes, it will be subject to rules in addition to this Agreement. You should review specific terms and conditions of each Initiative before you determine whether you wish to participate. The terms and conditions of each Initiative will be posted on the Website.

You may also terminate your account at any time by sending a request to support@tdadvisorypanel.ca.

2. Code of Conduct

This Website permits you to upload, post or otherwise send content that you have created (“**User Content**”). You agree that you shall not use the Website to upload, post, communicate or otherwise send any User Content that:

- includes any comments, photos, videos, links or other materials that may be inappropriate (as may be determined by TD). This means that any comments/materials you submit, including linked material, must not be inappropriate, abusive or offensive, and must not contain, depict or involve (without limitation) any of the following, as determined by TD: profanity or offensive language; nudity or pornographic material; derogatory characterizations of any ethnic, racial, gender, professional, age or religious groups; content that endorses or condones any illegal, inappropriate or risky activity or behaviour or any particular political agenda or message; any content that defames, misrepresents or contains disparaging remarks about other people, products, services, or companies; content that endorses any form of hate or hate group; content that communicates messages or images inconsistent with the positive images and/or goodwill with which TD wishes to associate; or any other content that is or could be considered illegal, inappropriate, unsuitable or offensive, all as determined by TD.
- includes any third party materials, including, without limitation, any content that infringes, or may infringe, the intellectual property rights, privacy rights, rights of publicity, or other proprietary rights of others or give rise to any claims whatsoever, unless you have first obtained consent from the owner of such materials.
- includes any personal information about yourself or third parties (e.g. addresses, phone numbers, or email addresses) or discloses any personal financial information pertaining to yourself or others, unless consent has been obtained from each such individual and his/her parent/legal guardian if he/she is under the age of majority in his/her jurisdiction of residence.
- includes any materials that are deemed to contain advertisements, “spam” or junk mail content, or references to other websites.

By providing User Content, you agree that:

- Any User Content you submit is original to you and that you have obtained all necessary rights in and to the User Content and all of its components (if applicable) to post, upload, or otherwise submit it to or through the Website;
- When responding to survey or panel questions, any opinions you provide represent your true and honest opinion and experiences; and
- Any User Content you submit does not violate any law.

You understand and agree that TD does not guarantee the accuracy, reliability or completeness of any User Content.

You shall not use the Website to:

- i. disrupt, place unreasonable burdens or excessive loads on, interfere with or attempt to gain unauthorized access to any portion of the Website;
- ii. collect information about others without their consent;
- iii. make available any content that you do not have the right to disclose or make available; and/or
- iv. engage in prohibited or unauthorized use of the Website or TD systems, including, but not limited to, unauthorized entry into the systems, misuse of passwords, or misuse of any information on the Website.

TD reserves the right, at any time and without notice, to remove or modify any User Content or other content that does not adhere to this Agreement, or for any other reason.

3. Use Of Material Supplied By You, Including Intellectual Property Rights

We collect information from you that you provide when you register to become a Member of the Website, complete surveys or questionnaires, and participate in programs, promotions, or other activities on the Website. Categories of information collected may include but are not limited to your name, age, email address, mailing address, shopping preferences, product interests and opinions. On occasion, we may combine information you provide with other demographic information available to us.

If you no longer wish to receive emails from or participate in the TD Advisory Panel, you may cancel your membership at any time by logging into the Panel Website and updating your preferences. You can log into the TD Advisory Panel at the following link: <https://www.tdadvisorypanel.ca/Portal/default.aspx>. Once logged in, go to 'my Profile' and select "cancel my membership". You will be removed from TD Advisory Panel and any mailing lists associated with TD Advisory Panel.

You may also terminate your membership at any time by sending a request to support@tdadvisorypanel.ca.

We may use this information to administer the Website, monitor the Website composition, evaluate you for participation in our surveys or other Initiatives, contact you concerning opportunities to participate in our surveys or other Initiatives, validate information you have given, provide information about Initiatives and to answer your questions or concerns. We may also use the information to provide you with periodic emails and mailings about TD services and promotions. The information you provide helps us learn more about your preferences and in accordance with our applicable Privacy Policy, we may use the information and/or provide that information to others.

By uploading or otherwise providing User Content, you grant us a world-wide, perpetual, irrevocable, transferable, sub-licensable, royalty-free, non-exclusive, and unrestricted license to use, reproduce, modify, adapt, translate, enhance, transmit, distribute, sell, publicly perform, display, or sublicense any such User Content (including your identity and information about you) in any medium (now in existence or hereinafter developed) and for any purpose, including commercial purposes, and to authorize others to do so. You agree to waive all moral rights in and to all User Content that you post on, upload or otherwise submit to or through, the Website in favour of TD.

Without limiting the generality of the foregoing, you hereby grant to each user of the Website a world-wide, perpetual, irrevocable, royalty-free, non-exclusive license to share any and all User Content (in any format or media) that you post on, upload or otherwise submit to or through, the Website via any share functionality that may be available on the Website.

Please be aware that information you disclose in publicly accessible portions of the Website will be available to all users of the Website, so you should be mindful of personal information and other content you may wish to post.

4. Intellectual Property Rights (Re: Site Content)

The Website consists of various graphics, texts, icons and buttons that have been provided by TD and/or other entities under our direction (e.g. site designers). All such content is owned by TD and/or the applicable third party. For greater certainty, TD and applicable third parties hold all right, title, and interest in and to any and all content provided by such parties for the Website, including, without limitation, all such information in text, graphical, video and audio formats, images, icons, designs, trade-marks, brand names and software (collectively, the "Site Content"). You hereby acknowledge that the Site Content is protected by all copyright, trade-mark, and other applicable intellectual property laws. Your use of the Website does not grant or transfer to you any ownership or other rights in the Site Content, and except as expressly provided, nothing herein or within the Website shall be construed as conferring on you or any other person any license under any of TD or any third party's intellectual property rights, including, without limitation, any right to download, display, reproduce, distribute, modify, edit, alter or enhance any of the Site Content in any manner whatsoever. Any rights not expressly granted to you in this Agreement are expressly reserved by TD. For greater certainty, you agree that you will not take any action that is inconsistent with TD ownership of the Website and/or TD ownership of, or any third party's ownership of, any Site Content. Without limiting the generality of the foregoing, users of this Website shall be entitled to copy Site Content contained within this Website only for their own personal and non-commercial use, but may not republish or reproduce any such Site Content in any manner without the prior written consent of TD. TD hereby grants each user of this Website a limited, non-exclusive and revocable license to make personal and non-commercial use of the Website and its Site Content. For greater certainty, this limited license only allows you to view, download or print materials from this Website for your own personal and non-commercial use (provided all original copyright, trade-mark and other notices are preserved in their original form). This limited license does not include any rights not specifically enumerated herein, and, for greater certainty, does not include permission to copy, redistribute, reproduce or republish, in any form, any content contained within this Site.

Certain names, graphics, logos, icons, designs, words, titles or phrases contained within the Site may constitute trade names, registered or unregistered trade-marks or service marks (collectively, “**Trade-marks**”) of TD or other

entities. Trade-marks may be registered in Canada and in other countries as applicable. All Trade-marks not owned by TD are the property of their respective owners, and, where used by TD are used under license or with permission. All Trade-marks are and shall remain the sole and exclusive property of their respective owner(s). Any use of such Trade-marks, except as expressly provided for herein, without the express written consent of the applicable owner is strictly prohibited. Nothing contained herein or on this Website may be construed as granting, by implication, estoppel, or otherwise, any license to use any Trade-mark(s). You agree that you will not take any actions inconsistent with TD ownership of, or any third party's ownership of, the Trade-marks.

5. Links To Third Party Websites

This Website may contain links to websites that are independently owned and operated by third parties. These other websites may have their own privacy policies and terms and conditions that are not governed by this Agreement. TD is not responsible for the privacy practices or the content of any website(s) owned and operated by any such third parties. Other websites may collect and treat information collected differently, so we encourage you to carefully read and review the privacy policy for each website you visit. Any links from this Website to other websites, or references to products, services or publications other than those of TD, do not imply the endorsement or approval of such websites, products, services or publications by TD.

6. Website Monitoring

We may monitor activity on the Website, including in the surveys, bulletin boards, forums, and chats, to foster compliance with this Agreement. All users of the Website hereby specifically agree to such monitoring. Nevertheless, we do not make any warranties or guarantees that: (i) the Website, or any portion thereof, will be monitored for accuracy or unacceptable use, (ii) apparent statements of fact will be authenticated, or (iii) we will take any action in the event of a dispute regarding compliance or non-compliance with this Agreement.

7. Indemnity

By using or accessing this Website, you agree to indemnify TD, its affiliates, third party service providers, agents, employees, directors, successors, and assigns from any loss, liability, claim, demand, damage or expense asserted by any entity relating in any way to your use or access of the Website, User Content, and/or breach of this Agreement, including, without limitation, any and all claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trade-mark infringement or any other cause of action.

8. Disclaimer Of Warranty And Limitation Of Liability

THE WEBSITE AND ALL INFORMATION CONTAINED ON OR ACCESSED FROM THE WEBSITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND WITHOUT ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE ARE HEREBY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE RELEASEES MAKE NO REPRESENTATION OR WARRANTY THAT: (I) THE WEBSITE WILL BE COMPATIBLE WITH YOUR COMPUTER AND SOFTWARE; (II) THE WEBSITE WILL BE AVAILABLE OR WILL FUNCTION WITHOUT INTERRUPTION OR ERROR; (III) THE USE OF THE WEBSITE, INCLUDING, WITHOUT LIMITATION, THE BROWSING AND DOWNLOADING OF ANY INFORMATION, WILL BE FREE OF ANY VIRUSES, TROJAN HORSES, WORMS OR OTHER DESTRUCTIVE, INTRUSIVE OR DISRUPTIVE COMPONENTS; (IV) THE TRANSMISSION OF INFORMATION TO AND FROM THE WEBSITE WILL BE SECURE; (V) THE USE OF THE WEBSITE WILL NOT INFRINGE THE RIGHTS (INCLUDING, WITHOUT LIMITATION, INTELLECTUAL PROPERTY RIGHTS) OF ANY PERSON; OR (VI) THE USE OF THE WEBSITE WILL NOT CAUSE ANY DAMAGE TO YOUR COMPUTER SYSTEMS, SOFTWARE OR ELECTRONIC FILES.

COMMENTS OR OPINIONS EXPRESSED ON THE WEBSITE ARE THOSE OF THEIR RESPECTIVE USERS ONLY. THE VIEWS EXPRESSED ON THE WEBSITE AND IN USER CONTENT DO NOT NECESSARILY REPRESENT OR REFLECT THE VIEWS OF TD. THE RELEASEES ARE NOT RESPONSIBLE FOR, AND DISCLAIM ALL LIABILITY IN RELATION TO, THE USER CONTENT POSTED, UPLOADED OR OTHERWISE SUBMITTED TO OR THROUGH THE WEBSITE.

ANY PRODUCTS AND/OR SERVICES DESCRIBED ON THE WEBSITE ARE OFFERED IN JURISDICTIONS WHERE THEY MAY BE LEGALLY OFFERED. THE INFORMATION ON THE WEBSITE IS NOT AN OFFER OR SOLICITATION BY ANYONE IN ANYONE IN ANY JURISDICTION IN WHICH AN OFFER OR SOLICITATION CANNOT LEGALLY BE MADE, OR TO ANY PERSON TO WHOM IT IS UNLAWFUL TO MAKE A SOLICITATION.

YOU AGREE TO RELEASE TD, ITS AFFILIATES, AND THIRD PARTY SERVICE PROVIDERS, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS, AND ASSIGNS (“**RELEASEES**”) FROM CLAIMS, LOSSES, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED (“**CLAIMS**”), ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF THE WEBSITE.

THE RELEASEES WILL NOT UNDER ANY CIRCUMSTANCES BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DAMAGES WHATSOEVER ARISING FROM, CONNECTED WITH, OR RELATING TO THE WEBSITE. YOU EXPRESSLY ACKNOWLEDGE THAT TD HAS ENTERED THIS AGREEMENT WITH YOU AND MAKES THE WEBSITE AVAILABLE TO YOU IN RELIANCE UPON THE LIMITATIONS AND EXCLUSIONS OF LIABILITY AND THE DISCLAIMERS SET FORTH HEREIN, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE AGREEMENT BETWEEN YOU AND TD. YOU EXPRESSLY AGREE THAT THE LIMITATIONS AND EXCLUSIONS OF LIABILITY AND THE DISCLAIMERS SET FORTH HEREIN WILL SURVIVE, AND CONTINUE TO APPLY IN THE CASE OF A FUNDAMENTAL BREACH OR BREACHES, THE FAILURE OF ESSENTIAL PURPOSE OF CONTRACT, THE FAILURE OF ANY EXCLUSIVE REMEDY, OR TERMINATION OF THIS AGREEMENT.

9. Electronic Transmissions

The transmission of data over the internet may not be secure, and is subject to possible loss, interception or alteration. TD or our third party service provider who develops/hosts the Website do not assume any liability for any damage you may experience or costs you may incur as a result of any electronic transmissions over the internet or within the Website. In no event will the information you provide on or through the Website be deemed to be confidential, create any fiduciary obligations or liability to you on the part of TD in the event that such information is released or accessed by third parties without your consent. You should take appropriate precautions to scan for computer viruses, and ensure compatibility of the software with your computer system. You should ensure that you have a complete and current backup of the information contained on your computer system prior to installing any software.

10. Refusal Of Membership And Termination Or Suspension Of Access To The Website

Your failure to follow any of the rules, whether listed herein, in bulletins posted at various points in the Website, or email or other communication to you may result in suspension or termination of your access to the Website, without notice, in addition to TD's other remedies. TD is not obligated to offer any Initiatives on the Website, may restrict the access or participation of any Members or groups of Members in any Initiatives at any time. We reserve the right to refuse membership to anyone for any reason and to cancel membership at any time for anyone for any reason.

11. Termination

If you breach any provision of this Agreement you may no longer use this Website. If this Agreement or your permission to use this Website is terminated for any reason, the Agreement formed when you accepted this Agreement will continue to apply and be binding upon you in respect of your prior use of the Website and anything relating to or arising from such use. If you are dissatisfied with this Website or with this Agreement, then you should discontinue using this Website.

12. Governing Law And Jurisdiction

This Agreement, your use of the Website, and all related matters shall be governed solely by the laws of the Province of Ontario, Canada and the applicable federal laws of Canada, without regard to the conflicts of law provisions of any jurisdiction. You hereby irrevocably submit to the exclusive jurisdiction of the courts of the Province of Ontario in the City of Toronto in relation to all disputes arising from or related to this Agreement, your use of the Website and any related matters.

13. General

If any provision of this Agreement is held invalid or unenforceable by any court having competent jurisdiction, such provision shall be enforced to the maximum extent permitted by law, and the remaining provisions of this Agreement shall continue in full force and effect. No failure to exercise or waiver of any provision of this Agreement shall be deemed a further or continuing waiver of such provision or any other provision of this Agreement. This Agreement is binding upon you, your heirs, executors, beneficiaries, successors and assigns and you may not assign this Agreement to any other party without our prior written consent, which consent may be withheld in our sole and absolute discretion.

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