



**America's Most Convenient Bank®**

## **AUTOPAY ADDENDUM TO ONLINE PAYMENT AGREEMENT**

**Please read these terms and conditions of this AutoPay Addendum to the Online Payment Agreement ("Addendum") carefully and keep a copy for your records.** By accepting this Addendum, you agree that you have already been provided a copy of the Online Payment Agreement. The Online Payment Agreement can also be found at [https://www.tdbank.com/exc/html/terms\\_of\\_use.html](https://www.tdbank.com/exc/html/terms_of_use.html).

As a subscriber to the Service governed by the Online Payment Agreement, this Addendum includes additional terms and conditions to the Online Payment Agreement and amends and becomes part of the Online Payment Agreement upon your acceptance of this Addendum. Unless otherwise defined in this Addendum, capitalized terms used in this Addendum will have the same meaning they do in the Account Agreements. Upon your acceptance, you agree to be enrolled into the Automatic Payment service ("AutoPay Service") and agree to this Addendum. To complete your request to enroll the AutoPay Service, review and accept these terms and conditions of this Addendum, on the enrollment page.

**AutoPay Service.** The AutoPay Service allows you to set up Automatic Payments, which are defined in the Online Payment Agreement as regularly recurring future dated payments on an automatic basis

The AutoPay Service offers two options for Automatic Payments: a) Minimum Payment Due or b) New Balance Due. Each of these amounts will be shown on your statement. Whichever option you choose in the enrollment of the AutoPay Service will be the amount debited from your Payment Account

Automatic Payments will be deducted from your Payment Account and paid to your Credit Card Account on the payment due date shown on your statement. If that due date should fall on a weekend or holiday, the Automatic Payment will be deducted on the next business day. If your Automatic Payment is returned for any reason and it is late, a late fee will be reflected on your next monthly billing statement.

**You understand and agree that the Automatic Payment amount may vary each month and that the monthly statement will be the only notice of the Automatic Payment amount to be deducted.**

**Your Payment Account.** To use AutoPay Service, you must designate a Payment Account, as defined in the Online Payment Agreement, from which you authorize us or our Service Provider to debit funds and to transfer such funds to your Credit Card Account as a payment.

You authorize us to debit or charge your designated Payment Account for all Automatic Payments that you initiate. You agree to have sufficient funds or available credit in your Payment Account on the payment date for each scheduled payment. If there are insufficient available funds (or available credit) to cover an Automatic Payment or our request to debit funds is otherwise rejected by the provider of

your Payment Account for any reason, we may at our discretion attempt to process the Automatic Payment again within 30 days. If we process an Automatic Payment in accordance with your instructions and this Addendum and the Online Payment Agreement and it overdraws your Payment Account, we are not responsible for any fee or charge you incur from any third party. We are not responsible for any Automatic Payment if there is not enough money in the designated Payment Account or you provide us with incorrect information regarding your Payment Account. You may also be subject to an insufficient funds fee or other charge in accordance with your Credit Card Account agreement.

**Receipts and Notices.** You are also agreeing to receive a confirmation for each payment deduction via a monthly billing statement message. The payment will appear on your credit card statement as "RECURRING AUTOMATIC PAYMENT". You agree that you will receive an email notification/confirmation for any changes you make online. You also agree that no prior notification will be provided unless the date or amount changes, in which case you will receive notice from us at least 10 days prior to the payment being collected.

**Cancellation of Automatic Payments.** If you wish to cancel an Automatic Payment, you can cancel your transaction by notifying us at least 3 business days before the scheduled date of the payment. You may notify the Bank by timely cancelling the payment through the Online Payments Service, by calling the phone number on the back of your credit card, or by writing to [TD Bank N.A. P.O. Box 100290, Columbia, SC 29202-3290](mailto:TD Bank N.A. P.O. Box 100290, Columbia, SC 29202-3290). If you call, the Bank may also require you to present your request in writing within fourteen (14) days after you call.

**Electronic Disclosures and Consent.** As a subscriber to the Online Banking Service, you have previously agreed to the Online and Mobile Electronic Disclosure and Consent Agreement, which can be found at [https://www.tdbank.com/exc/html/terms\\_of\\_use.html](https://www.tdbank.com/exc/html/terms_of_use.html). You understand and agree that the terms and conditions of the Online and Mobile Electronic Disclosure and Consent Agreement apply to the AutoPay Service.

**Consent Automatic Payments.** By agreeing to these terms on the enrollment page, you are authorizing TD Bank to enroll you into the AutoPay Service and debit Automatic Payments from your Payment Account you provided to TD Bank to your Credit Card Account until cancelled in accordance with this Addendum.