



## TD Auto Finance Automatic And Recurring Payment Agreement

Please read these terms and conditions of this Automatic and Recurring Payment Agreement ("Agreement") carefully and keep a copy for your records. By accepting this Agreement, you agree that you have already been provided a copy of the Online Account Service Agreement. The Online Account Service Agreement can also be found at [Frequently Asked Questions](#).

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

**Automatic Payment service.** The Automatic Payment service allows you to set up Automatic Payments, which are defined in the Online Account Service Agreement as regularly recurring future dated payments for the monthly installment due on an automatic basis. The Automatic Payment will be the Current Amount Due reflected on your monthly statement. This amount will include your principal and interest for the monthly installment due under your Account Agreements. This is the amount that will be debited from your Payment Account. You understand and agree the monthly Automatic Payment amount will not include accrued and unpaid fees. Accrued and unpaid fees will be included in the final Automatic Payment of your Auto Finance Account to be deducted from your Payment Account.

Automatic Payments will be deducted from your Payment Account and paid to your Auto Finance 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 processed on the next Business Day. If your Automatic Payment is returned for any reason, you will be unenrolled in the Automatic Payment service.

Upon enrollment into the Automatic Payment service, you will be enrolled into paperless statements. You understand and agree that the Automatic Payment amount will be your scheduled payment amount reflected on your statement and that the monthly statement will be the only notice of the Automatic Payment amount to be deducted. You also understand and agree the final payment on your Auto Finance Account may vary and include accrued and unpaid amounts, and your final monthly statement will be the only notice of the final Automatic Payment amount to be deducted from your Payment Account.

**Recurring Payment service.** The Recurring Payment service allows you to set up Recurring Payments, which is defined in the Online Account Service Agreement as regularly recurring future dated payments for the set amount designated by you on an automatic monthly or bi-weekly basis. The Recurring Payment will be the amount set by you upon enrollment in the Recurring Payment Service and will be applied to your Auto Finance Account in accordance with the payment instructions you provide upon enrollment. Recurring Payments may be set up for the following amounts and frequencies:

**Amount Due (Monthly):** Recurring Payments set to deduct your monthly scheduled installment under your Auto Finance Account on your monthly due date.

**Amount Due Plus Principal (Monthly):** Recurring Payments set to deduct your monthly scheduled installment due under your Auto Finance Account plus an additional principal amount set by you on your monthly due date.

**Principal Only (Monthly):** Recurring Payments set to deduct a principal payment amount set by you on a monthly date designated by you. This will be a supplementary payment applied directly to the principal of your Auto Finance Account and is in addition to the principal amount due under your scheduled monthly installments.

**Amount Due (Bi-weekly):** Recurring Payments set to deduct your total monthly scheduled installment due under your Auto Finance Agreement every 14 days from the date of the first bi-weekly Recurring Payment.

**Amount Due Plus Principal (Bi-Weekly):** Recurring Payments set to deduct your monthly scheduled installment due under your Auto Finance Account plus an additional principal amount set by you every 14 days from the date of the first bi-weekly Recurring Payment.

Principal Only (Bi-weekly): Recurring Payments set to deduct a principal payment amount set by you on a monthly date designated by you every 14 days from the date of the first bi-weekly Recurring Payment. This will be a supplementary payment applied directly to the principal of your Auto Finance Account and is in addition to the principal amount due under your scheduled monthly installments.

Recurring Payments cannot be edited or altered upon enrollment. If you would like to make changes to the Recurring Payment, you must cancel the Recurring Payment service and set up a new Recurring Payment.

Final Monthly Installment of Recurring Payments. The final Recurring Payment will vary depending upon the type and frequency of the Recurring Payment you set up. The final Recurring Payment schedules are as follows:

Principal Only (Monthly or Bi-weekly): If your Recurring Payment is a monthly or bi-weekly principal only payment, the Recurring Payment service will end with the scheduled installment immediately preceding the final installment due under your Account Agreements.

Amount Due or Amount Due Plus Principal (Monthly): For monthly Recurring Payments that are the amount due or amount due plus principal on a monthly basis, the final monthly installment under your Auto Finance Agreement will be deducted. Accrued and unpaid fees will be included in the final monthly Recurring Payment of your Auto Finance Account to be deducted from your Payment Account.

Amount Due or Amount Due Plus Principal (Bi-weekly): Bi-weekly Recurring Payments that are monthly amount due or monthly amount due plus principal, accrued and unpaid fees will be included in the final bi-weekly Recurring Payment of your Auto Finance Account to be deducted from your Payment Account. You also understand and agree the final installment due on your Auto Finance Account may vary and include accrued and unpaid amounts. You will receive a notice 10 days prior to the final scheduled payment date of the final amount to be deducted from your Payment Account.

**Your Payment Account.** To use Automatic or Recurring Payment service, you must designate a Payment Account, as defined in the Online Account Service Agreement, from which you authorize us or our Service Provider to debit funds and to transfer such funds to your Auto Finance 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 Agreement and the Online Account Service 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 Auto Finance Account agreement.

#### **Receipts and Notices.**

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 or Termination of Automatic or Recurring Payments.** If you wish to cancel an Automatic Payment, you can cancel your transaction online or by notifying us at least three (3) Business Days before the scheduled date of the payment. If you wish to cancel a Recurring Payment, you may cancel the payment online no later than 3:00pm EST the day the payment is scheduled to be processed. If you choose to call or send written cancellation, such cancellation must be provided no later than 3 Business Days from the scheduled payment date. You may notify the Bank by timely cancelling the payment through the Online Payments Service, contacting us at TD Auto Finance, ATTN: Customer Resolution Department, P.O. Box 9223, Farmington Hills, MI 48333-9223, or by calling 1-800-556-8172. If you call, the Bank may also require you to present your request in writing within fourteen (14) days after you call.

We may terminate your Automatic Payments if your payment is returned for any reason. If your Auto Finance Account becomes fifteen (15) days past due, we may terminate your Recurring Payments. We may terminate this Agreement at any time for other reasons with notice to you.

**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 Frequently Asked Questions. You understand and agree that the terms and conditions of the Online and Mobile Electronic Disclosure and Consent Agreement apply to the Automatic and Recurring Payment service.

**Consent to Automatic and Recurring Payments.** By agreeing to these terms on the enrollment page, you are authorizing TD Bank to enroll you into the Automatic and/or Recurring Payment service and debit Automatic and/or Recurring Payments from your Payment Account you provided to TD Bank to your Auto Finance Account until cancelled in accordance with this Agreement.

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