

TERMS AND CONDITIONS FOR TD EQUIPMENT FINANCE PORTAL SERVICE

TD Equipment Finance, Inc. ("TDEF") is providing online services through Odessa which permits you to view and monitor your Account Agreements with TDEF. These terms and conditions govern Your use of the TDEF Portal Service.

1. Definitions

In this Agreement, the following definitions apply:

- "**Account Agreements**" means outstanding Leases you have with TDEF and related Lease Documents and information relating thereto.
- "**Authorized User**" means any authorized person or officer Your PA (defined below) authorized and or registered through the user access process.
- "**Compatible Internet Browser**" means, generally, a recent (as of the date of use) version of the most popular Internet browsers such as Internet Explorer®, Chrome®, Firefox® or Safari®; however, the TDEF Customer Portal Service may not always be compatible with the latest versions of such browsers.
- "**Computer**" means a computer or other Internet-enabled system or device, and any software and required equipment that can support a Compatible Internet Browser
- "**Deposit Accounts**" means those accounts identified in the Account Agreements, as maybe updated from time to time.

- **"Deposit Account Agreement"** means the agreement that governs the Deposit Account You may elect to authorize payments from.
- **"Lease Documents"** means Master Lease Agreement, Equipment Schedules, and all agreements, instruments, riders, and documents executed in connection therewith, as all may be supplemented, restated, superseded, amended or replaced from time to time.
- **"Portal Administrator ("PA")"** means the person(s) You destinate to monitor, administer, and establish authorized users.
- **"TDEF Portal Service"** is an online service offered through Odessa Technologies, Inc. ("Odessa") which is not a party to this agreement. We operate and maintain an internet server application to enable your access to this portal service.
- **"Terms and Conditions"** means the terms and conditions specifically set forth herein.
- **"username"** means an alphanumeric sequence of characters that is assigned and can be modified by You when signing up to use the TDEF Customer Portal.
- **"we," "us," "our,"** means **TDEF.**
- **"You"** and **"Your"** means a TDEF customer and its Authorized Users of services made available through the TDEF Customer Portal.

2. General User Processes and Procedures

1. Initial Access Process: To get started with the Customer Portal, simply follow these steps:

1. You should have received an automated email from Customer Service containing your unique login credentials and URL link to establish a password. The TDEF Portal Service will use multifactor authentication based on Microsoft Authenticator®.
2. You will be required to accept the Terms and Conditions herein to utilize the TDEF Portal Service.

2. Portal Administrator ("PA"): Once initial login steps mentioned above in Section 2 (a) are complete. User management within the portal is straightforward. There are two primary roles: Portal Administrator and Authorized User(s). The Portal Administrator is responsible for managing Your company profile by designating Authorized Users to meet Your business needs. As a Portal Administrator you shall be responsible for:

1. Designating Authorized Users, each of whom shall establish their own unique password and be assigned different levels of access to Your Account Agreements for the purpose of requesting payoffs, making payment(s) and other requests relating to vehicles, asset location or other transactions more specifically set forth in Section 5 below; and
2. Managing and deactivating any Authorized User from the TDEF Portal Service when they terminate employment with You or misuse the TDEF Portal Service.

TDEF may rely upon Your authorization of any Authorized User once given until You, as the PA, revoke authorization or otherwise notify us. TDEF shall not be required to undertake any additional due diligence on Your Authorized Users. Information regarding Your and any Authorized Users access pattern may be collected and validated automatically, and a unique electronic signature may be created based on Your specific access pattern

- 3. Authorized Users:** Once Your PA designates Authorized Users, each Authorized User may establish their own unique password. Authorized Users may access the TDEF Portal Service to access and perform such services as the PA shall designate.
- 4. Password Reset:** Should You forget your password or wish to reset it, the TDEF Portal Service offers a Forgot Password feature. By entering your registered email address, you will receive a temporary password. Additionally, we have implemented security questions as an alternative login method for situations where password retrieval is required, or incorrect credentials have been entered multiple times.
- 5. Access Requirements:** To use the TDEF Portal Service You will need a Computer. You are responsible for the installation, maintenance, operation and use of Your Computer and all related charges (including all telephone, mobile remote access, Internet service provider and other similar charges incurred in connection with Your use of the TDEF Portal Service). You are also responsible for installing and maintaining appropriate virus protection on Your Computer. We are not responsible for:

 1. Any errors or failures caused by any malfunction of Your Computer or Your use of, or any inability to use TDEF Portal Service;
 2. Any viruses, spyware, malware, worms or related problems that may be associated with Your Computer;
 3. Any losses or delays in transmission of information that You provide to us or otherwise arising out of or incurred in connection with the use of any Internet or other service provider providing Your connection to the Internet or any browser software.

3. Online Service Requests and Functions

1. TDEF Portal Service Functions: You may perform the following functions (although certain options and restrictions may apply depending upon the type of business account You have):

1. Review Account Agreements;
2. Review balances, invoices and payment history for all of Your Account Agreements;
3. Review equipment relating to each of Your Account Agreements;
4. Request address changes for Your business and Your equipment locations;
5. Request payoff amounts for Your Account Agreements; and
6. Authorize payment from Your Deposit Account(s) for Your specific Account Agreement(s).

2. Limitations: Service features of the TDEF Portal Service are limited and will not be honored to the extent such requests for payment violates any law, statute, ordinance or regulation, and any payment related to any illegal activity is prohibited through this portal service.

3. Account Agreement Information. The information that You access such as balances and transaction activities will generally be current as of the day before the current Business Day.

4. Business Days: Our Business Days are every day, except Saturdays, Sundays and federal holidays as defined in Your Lease Documents. You may use Your Computer or other internet access device to access the TDEF Portal Service twenty-four (24) hours a day, seven (7) days a week, except during any special or scheduled maintenance period.

4. Authorizations and Denial Rights

1. You (the PA and each Authorized User) must be authorized to transact business using the TDEF Portal Service. You agree we are entitled to act on the transaction, or any other instructions received under Your username(s), and You agree that any actions taken under Your username will have the same effect as Your signature (or the signature of Your PA or an Authorized User) authorizing the transaction or other action. We reserve the right to deny transactions or any other actions through the TDEF Portal Service if any of the following exceptions exists:

1. You do not have enough money in Your Deposit Account(s) to support Your payment request;
2. If the TDEF Customer Portal Service is undergoing maintenance;
3. If circumstances beyond our control prevent us from making a transfer or payment (such circumstances include, but are not limited to, Your Computer malfunctions, telecommunication outages or interruptions, postal strikes, labor difficulties, power outages, delays caused by payees, fires, war and floods or acts of God);
4. If the money in Your Deposit Account(s) is subject to legal process or other encumbrance restricting the transfer;

5. Payment requests denied in accordance with the terms of Deposit Account Agreement;
6. If You do not give proper, complete or correct instructions for the payment transfer, or You do not follow the procedures in this or any other Deposit or Account Agreement with us for requesting a payment transfer;
7. If Your username(s) and/or password(s) have been reported compromised, or we have canceled or disabled Your username and/or password or otherwise terminated your access to the TDEF Portal Service;
8. If we have reason to believe that You or someone else is using the TDEF Portal Service for fraudulent or illegal purposes, or if we believe that a party other than You is using Your login credentials to access Your account; and
9. An Event of Default exists and is continuing under any of Your applicable Account Agreements.

5. Customer Agreements:

1. You agree that any transaction made using any username(s) and password(s) assigned to Your PA and Authorized Users will be deemed an authorized transaction until You have terminated such authorization within the Portal Service or have otherwise notified us, in writing or by secure e-mail, of the unauthorized use or theft of Your username(s) and/or password(s). You will cause Your Authorized Users to keep their usernames and passwords secured and not share with anyone. You agree to abide by these security rules.

2. You agree that any interception of data that occurs notwithstanding the security measures We have implemented is beyond our control. We are not responsible for any such interception due to Your disclosure of your password. You also agree that if we abide by the security procedures applicable to Your Account(s) and Deposit Account Agreements, You are liable for any losses that occur through unauthorized use of Your Account(s), unless otherwise expressly required by law. Any physical access to Your Computer obtained by any person will be deemed authorized use and authorized access resulting in an authorized transaction. Your username and password are Your signature authorization for any transactions, including payments made through the TDEF Portal Service.

3. By enrolling in TDEF Customer Portal service, You acknowledge that You have received and read these Terms and Conditions and agree to its terms and conditions.

6. Limit of Our Responsibilities

1. We agree to make reasonable efforts to ensure the full performance of the TDEF Portal Service subject to reasonable down times and service upgrades, as well as our right to not offer the portal service at any time in our sole discretion. We will be responsible for acting only on those instructions which are actually received and cannot assume responsibility for malfunctions in communications facilities not under our control that may affect the accuracy or timeliness of messages You send.

2. TDEF Portal Service gives You access to services and information which may be presented with a distinctive "look and feel." These services, information and "look and feel" are our proprietary property. You may not reproduce, sell or distribute all or any portion of TDEF Customer Portal Service.

3. You are responsible for payment requests, and other transactions You authorize using the TDEF Portal Service. If you designate Authorized Users or permit others to use Your username and password to access the Banks TDEF Customer Portal Service, You shall be responsible for

any resulting transactions from Your Account or Deposit Account Agreements.

4. We do not encourage You sharing Your username and password with third parties. In the event you chose to do so, You are responsible for any transactions initiated by your third party contact. We shall not be liable for and will not reimburse You for any losses that occur as a result of others using Your username, password and enhanced log-in security answers by persons You have provided such information to or have otherwise authorized. You are responsible for keeping your username, password and account data confidential at all times.

5. WE MAKE NO REPRESENTATION OR WARRANTY, WHETHER STATUTORY, OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICE.

7. Data Protection and Disclosures of Account Information to Third Parties

We take the protection of Your assets and data seriously and maintain safeguards to ensure Your information is protected. You should be aware that, when You or Your PA or any Authorized User disclose their usernames and passwords to any other party, including, but not limited to, third parties such as Your attorneys, accountants, advisors, or vendors, TDEF is not responsible for losses resulting from this disclosure or the use of such services.

In order that Your privacy may be protected, we will not disclose any information about You, Your Account Agreement or Deposit Account to any person, organization, or agency except:

1. to third party service providers for everyday business purposes as necessary to effect, administer or enforce Your transactions or otherwise service Your Deposit Account or Account Agreements;

2. to service providers for our marketing purposes, to offer our products and services to You;
3. to other financial companies with whom we have joint marketing agreements;
4. to our affiliates for their everyday business purposes as permitted by law;
5. pursuant to a court order or other legal process; or
6. as otherwise required or permitted by this Agreement, or as otherwise permitted by law, such as to regulatory or consumer reporting agencies, or to protect against fraud.

8. Unauthorized Use

Notify us immediately if You believe Your username or password been stolen or used without Your permission. Telephoning is the best way of reducing Your possible losses. If You believe someone has accessed Your Account Agreements without Your permission, that someone has transferred or may transfer money from Your Deposit Account or without Your permission, or if You believe a transfer has been made without Your permission call or write:

TD Equipment Finance, Inc.

Customer Service

Mail Stop NJ5-134-403

1200 Horizon Way

Mt. Laurel, NJ 08054

Phone: 1-888-937-5690

Please do not contact us via email if You believe Your Computer or username, password, or both have been stolen or used without Your permission or to report unauthorized transfers. You may also use the above contact information to report any errors or make other inquiries relating to your Account agreements.

9. Terminating TDEF Portal Service

- 1. You May Initiate Termination:** In the event You wish to discontinue Your right to use the TDEF Portal Service, You may contact Customer Service at the address or phone provided above in Section 8. If You terminate Your use of the TDEF Portal Service, You authorize us to complete transfers, payments and other transactions You previously authorized until such time as we have had a reasonable opportunity to act upon Your termination notice. Once Your termination notice is processed, we will make no further payments, transfers or transactions from Your Deposit Account. To ensure payments are not made You must cancel any automatic recurring transfers or payments requested using the TDEF Portal Service prior to terminating such Portal Service.
- 2. We May Initiate Termination:** We reserve the right to terminate Your access to the TDEF Portal Service should you misuse the portal or otherwise fail to comply with the terms and conditions herein. Once we initiate termination, we reserve the right to make no further payment transfer or transactions you may have previously authorized. You shall remain obligated to us for all Your obligations pursuant to these terms, Your Account Documents and Deposit Account Agreements.

10. Amendments:

We may amend or change this Agreement at any time by notifying You prior to the effective date of any amendment or change. We will provide You notice of changes to this Agreement using the secure message feature of the TDEF Portal Service. If You do not agree to the change or amendment, notify us to cancel Your access to the Portal Service.