



TD Auto Finance

AUTHORIZATION TO CONDUCT A CREDIT INVESTIGATION (ARB)

If applying for joint credit, please sign on the following lines in addition to the spaces provided below: We intend to apply for joint credit.

APPLICANT

JOINT APPLICANT / OTHER PARTY

By signing this application:

1. You authorize Dealer, TD Auto Finance LLC and any finance company, bank, or other financial institution to which the Dealer or TD Auto Finance LLC submits your application to investigate your credit and employment history, obtain credit reports, and release information about your credit experience as the law permits.
2. If an account is created, you authorize TD Auto Finance LLC and any financial institution to which Dealer or TD Auto Finance LLC submits your credit application to obtain credit reports for the purpose of reviewing or taking collection action on your account, or for other legitimate purposes associated with your account.
3. You certify that you have read and agree to the terms of this application and that the information in it is complete and true, and you certify that the vehicle for which you are applying for financing is for the applicant or the joint applicant's own use.
4. You authorize a credit investigation of your credit based on the information, which you provided voluntarily; the information is true and correct and reflects all your current debts. In addition, you authorize the release of federal and state records of employment and income history, including State Employment Security Agency ("SESA") records. This SESA authorization is for this transaction only and continues in effect for one (1) year unless limited by state law, in which case the authorization continues in effect for the maximum period, not to exceed one (1) year, as allowed by law. A bankruptcy proceeding is neither in progress nor expected. If the attached application is submitted in the name of a business, a current and year-end financial statement, including P&L statement, and balance sheet may be required, audited if possible.
5. **To the extent permitted by law, you give TD Auto Finance LLC and any financial institution to which the Dealer or TD Auto Finance LLC submits your application ("us") permission to a) monitor and record any telephone conversation between you and us and b) to contact you on your wireless telephone (including text messaging) through manual, autodial, and prerecorded means and you acknowledge that you may incur wireless telephone charges resulting from such contact.**
6. **IN EXCHANGE FOR THE TIME, EFFORT, AND EXPENSE IN REVIEWING YOUR APPLICATION AND FOR OTHER VALUABLE CONSIDERATION, WHICH IS HEREBY ACKNOWLEDGED, YOU AGREE TO ALL OF THE TERMS OF THE IMPORTANT CONTRACT OF ARBITRATION CONTAINED ON PAGE 2 AND ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND ALL OF ITS TERMS.**

SIGNATURE OF APPLICANT	DATE
SIGNATURE OF JOINT APPLICANT / OTHER PARTY	DATE

MARITAL INFORMATION STATEMENT – WISCONSIN RESIDENTS ONLY / Marital Status

IS CO-APPLICANT YOUR SPOUSE? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> MARRIED <input type="checkbox"/> UNMARRIED Includes single, divorced, legally separated, or widowed persons	IS APPLICANT YOUR SPOUSE? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> MARRIED <input type="checkbox"/> UNMARRIED Includes single, divorced, legally separated, or widowed persons
SPOUSE'S NAME (IF OTHER THAN CO-APPLICANT)	SPOUSE'S NAME (IF OTHER THAN CO-APPLICANT)
ADDRESS	ADDRESS
CITY, STATE, ZIP CODE	CITY, STATE, ZIP CODE

Notice to Married Applicants: No provision of any marital property agreement, statutory individual property classification agreement ("opt-out" agreement) under section 766.587 of the Wisconsin Statutes, unilateral statement under section 766.59 of the Wisconsin Statutes, or court order under section 766.70 of the Wisconsin Statutes adversely affects the interest of the creditor unless the creditor receives a copy of the agreement, statement, or order or has actual knowledge of the adverse provision before extending or agreeing to extend the credit you are requesting.

CALIFORNIA RESIDENT: Applicant, if married, may apply for a separate account.



MAINE RESIDENT: You must have physical damage insurance covering loss or damage to the vehicle for the term of any contract. For a lease, you must also have the liability insurance as described in the lease. You may buy this insurance from anyone you choose. You do not have to buy it from or through someone affiliated with the dealer or an assignee of this contract. Your choice of insurance will not affect the credit approval process unless the insurance does not satisfy the contract requirements or the insurance company does not satisfy the reasonable standards of the dealer or an assignee of the contract.

NEW YORK RESIDENT: Consumer reports may be requested in connection with this application. Upon your request, you will be informed as to whether or not a consumer report was requested and informed of the name and address of the consumer reporting agency that furnished the report. On any update, renewal or extension of this credit, subsequent consumer reports may be requested.

OHIO RESIDENT: The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

IMPORTANT INFORMATION ABOUT PROCEDURES 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. What this means for you: When you open an account, we will ask for your name, address, date of birth and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

IMPORTANT CONTRACT OF ARBITRATION

The following Important Contract of Arbitration significantly affects Applicant's, Co-Applicant's or Guarantor's (individually or collectively "you" or "your") rights in any dispute with Dealer, TD Auto Finance LLC and any finance company, bank, or other financial institution to which the Dealer or TD Auto Finance LLC submits this application. Please read this carefully before signing this application and Important Contract of Arbitration.

For purposes of this Important Contract of Arbitration, the term "TD Auto Finance" means TD Auto Finance LLC and any finance company, bank, or other financial institution to which Dealer or TD Auto Finance LLC submits this application. The terms "us" or "our" means the Applicant, Co-Applicant, Guarantor, and Dealer, and TD Auto Finance.

1. If any of us chooses, any dispute between or among us will be decided by arbitration and not in court.
2. If a dispute is arbitrated, each of us will give up the right to a trial by a court or a jury trial.
3. Each of us agrees to give up any right to bring a class-action lawsuit or class arbitration, or to participate in either as a claimant, and each of us agrees to give up any right to consolidate our arbitration with the arbitration of others.
4. The information that can be obtained in discovery from each other or from third persons in an arbitration is generally more limited than in a lawsuit.
5. Other rights that each of us would have in court may not be available in arbitration.
6. Any claim or dispute, whether in contract, tort or otherwise (including any dispute over the interpretation, scope, or validity of this Contract of Arbitration or the arbitrability of any issue), between our employees, parents, subsidiaries, affiliate companies, agents, successors or assigns, which arises out of or relates to this application and Important Contract of Arbitration, any installment sale contract or lease agreement, or any resulting transaction or relationship (including any such relationship with third parties who do not sign this application and Important Contract of Arbitration) shall, at the election of any of us (or the election of any such third party), be resolved by a neutral, binding arbitration and not by a court action. Any claim or dispute is to be arbitrated on an individual basis and not as a class action. Whoever first demands arbitration may choose to proceed under the rules of the American Arbitration Association, 1633 Broadway, 10th Floor, New York, New York 10019, www.adr.org, or any other arbitration association you choose that is acceptable to us.
7. Whichever rules are chosen, the arbitrator shall be an attorney or retired judge and shall be selected in accordance with the applicable rules. The arbitrator shall apply the law in deciding the dispute. Unless the applicable rules require otherwise, the arbitration award shall be issued without a written opinion. The arbitration hearing shall be conducted in the federal district in which you reside. If you demand arbitration first, you will pay the initial arbitration filing fees or case management fees required by the applicable rules up to \$125, and Dealer or TD Auto Finance will pay any additional initial filing fee or case management fee. Dealer or TD Auto Finance will pay the whole filing fee or case management fee if Dealer or TD Auto Finance demands arbitration first. Dealer or TD Auto Finance will pay the arbitration costs and fees for the first day of arbitration, up to a maximum of eight hours. The arbitrator shall decide who shall pay any additional costs and fees. Nothing in this paragraph shall prevent any party from requesting that the applicable arbitration entity reduce or waive the fees any of us are required to pay, or that requesting any of us to voluntarily pay an additional share of said fees, based upon the financial circumstances of any party or the nature of the claim.
8. This application and Important Contract of Arbitration evidences a transaction involving interstate commerce. Any arbitration under this application and Important Contract of Arbitration shall be governed by the Federal Arbitration Act (9 U.S.C. 1, et seq). Judgment upon the award rendered may be entered in any court having jurisdiction.
9. Notwithstanding this application and Important Contract of Arbitration, you, Dealer, TD Auto Finance, and our employees, parents, subsidiaries, affiliate companies, agents, successors, and assignees retain the right to exercise self-help remedies and to seek provisional remedies from a court, pending final determination of the dispute by the arbitrator. None of us waives the right to arbitrate by exercising self-help remedies, filing suit, or seeking or obtaining provisional remedies from a court.
10. If any clause within this Important Contract of Arbitration, other than clause 3 or any similar provision dealing with class action, class arbitration or consolidation, is found to be illegal or unenforceable, that clause will be served from this Important Contract of Arbitration, and the remainder of this Important Contract of Arbitration will be given full force and effect. If any part of clause 3 or any similar provision dealing with class action, class arbitration or consolidation is found to be illegal or unenforceable, then this entire Important Contract of Arbitration will be severed and the remaining provisions of this application shall be given full force and effect as if this Important Contract of Arbitration had not been included in this application.