
Mortgage Accounts, Scotia Total Equity[®] Plan, Line of Credit Accounts, Credit Card Accounts and Personal Portfolio Statements – Consent Terms and Conditions

These terms and conditions apply to the electronic delivery of documents to you relating to your selected accounts (defined below).

1. Definitions, Selected Account(s) and Designated Information System

In this consent, **Scotiabank, we, us** and **our** mean The Bank of Nova Scotia and all of its affiliates and subsidiaries with respect to their operations in Canada, including Scotia Securities Inc., The Bank of Nova Scotia Trust Company and 1832 Asset Management L.P.

With respect to mortgage accounts and *Scotia Total Equity* Plan, line of credit accounts and credit card accounts, **you** and **your** mean the primary and/or the co-borrower and/or co-signor and/or business customer(s) who consent to the electronic delivery of documents for the selected account(s).

With respect to personal portfolio statements (“**PPS**”), **you** and **your** mean the primary and/or the secondary accountholders of the selected account(s);

The **selected account(s)** is the mortgage account(s), *Scotia Total Equity* Plan, line of credit account(s), credit card account(s) and/or the PPS you selected to change the Recordkeeping Option to paperless on Scotiabank’s Digital Banking Service (with portals accessible through scotiabank.com and mobile banking); with respect to PPS, selected account(s) also means all of the Scotia Investment Accounts and/or Scotia Registered Accounts (both as defined in the Investment Companion Booklet) held by you, either solely or jointly with others, at Scotia Securities Inc. and The Bank of Nova Scotia.

The Designated Information System is the electronic system selected by you to receive the electronic delivery of documents related to your selected account(s). When you change the Recordkeeping Option to paperless on Scotiabank’s Digital Banking Service, this means you are selecting Scotiabank’s Digital Banking Service as the Designated Information System.

As you have selected Scotiabank’s Digital Banking Service as the Designated Information System, you will receive the electronic delivery of documents through the portals that are accessible through scotiabank.com and mobile banking. You must have a *ScotiaCard*[®] number or a Scotiabank credit card number or a *ScotiaLine*[®] access card number and a password to log onto Scotiabank’s Digital Banking Service.

2. Consent and When It Takes Effect: You consent to the electronic delivery of the following documents and other information through the Designated Information System:

(a) For mortgage accounts and *Scotia Total Equity Plan*:

- i. Annual disclosure statements, including annual mortgage prepayment information disclosure;
- ii. Notices of any new fee(s) for, or related to, the selected account(s); and
- iii. Communications about these terms and conditions, including changes and confirmation of consent.

Note: Where the selected account(s) is a Scotia Total Equity Plan, you will receive the electronic delivery of a single annual disclosure statement covering each of the accounts under the Scotia Total Equity Plan, including any additional account(s) added to the Scotia Total Equity Plan in the future, unless you revoke your consent as provided under “Revoking Consent” (see section 7 below).

(b) For line of credit and credit card accounts:

- i. disclosure statements, including periodic or monthly statements;
- ii. notices of changes to the credit agreement governing the selected account(s);
- iii. notices of changes to any interest rate(s), fee(s), and any other items mentioned in the disclosure statements for the selected account(s);
- iv. communications about these terms and conditions, including changes and confirmation of consent; and
- v. any other confirmation, notice or information that we are required by law to provide you in writing relating to your selected account(s).

(c) For PPS:

- i. PPS;
- ii. notices of changes to any fees for, or related to, the selected accounts; and
- iii. communications about these terms and conditions, including changes and confirmation of consent.

This consent applies to the selected account(s) and all subsequent extensions, renewals and amendments related to the selected account(s). However, your PPS in paper form will continue to be delivered to the designated address on selected account(s) which have more than one owner/subscriber until such time as all such owner/subscribers agree to these terms and conditions. Your PPS will be delivered electronically as required by law and within a reasonable time after the end of each statement period (calendar quarter). A notice of the electronic delivery will be delivered in Scotiabank's Digital Banking Service at the Communications Centre.

It may take up to 10 business days for your consent to take effect. If a PPS, statement, notice or communication is being issued by us less than 10 business days after we receive your consent, you may still receive a paper statement, notice or communication.

3. Verbal Consent: If you verbally consent to the electronic delivery of documents, we will confirm your consent by sending you these terms and conditions through electronic delivery to the Designated Information System or through paper delivery. If you do not agree to these terms and conditions, you must immediately revoke your consent as provided under "Revoking Consent" (see section 7 below).

4. Length of Time Electronic Documents are Available:

- (a) For mortgage accounts and *Scotia Total Equity* Plan: Annual disclosure statements, including mortgage prepayment information disclosure, that are delivered electronically will be available for 7 years after they are delivered to the Designated Information System.
- (b) For line of credit and credit card accounts: Periodic or monthly statements that are delivered electronically will be available for 7 years after they are delivered to the Designated Information System.
- (c) For PPS: Each PPS that is delivered electronically will be available for 7 years after it is delivered to the Designated Information System.

Other documents or information delivered to you electronically will be available for 1 year.

You are responsible for printing or downloading a copy of any documents delivered to you electronically for your records.

5. Your Obligations to Access the Designated Information System: You agree to access the Designated Information System at least monthly to review any electronic documents. You confirm that you have the necessary technical ability and electronic resources to do this. You acknowledge that technical and security requirements for access to the Designated Information System may change from time to time. If you are unable to access the Designated Information System to meet your obligations under this section for any reason, you should revoke your consent as provided under "Revoking Consent" (see section 7 below).

Any document delivered electronically to you under this consent will be deemed to be received by you when it is posted on the Designated Information System or made available to you through the Designated Information System, even if you do not access the Designated Information System for any reason.

6. Providing Documents by Paper: We reserve the right to provide you with documents by paper delivery if we are unable to provide electronic delivery, have reason to believe you may not have received the electronic document, or otherwise consider it appropriate. Any paper delivery will be provided to you at the most current mailing address that we have on file for your selected account(s).

7. Revoking Consent: You may revoke your consent at any time:

- i. by changing the Recordkeeping Option on Scotiabank's Digital Banking Service (through scotiabank.com or Scotiabank Mobile Banking);
- ii. by calling 1-800-472-6842, 24 hours a day, 7 days a week;
- iii. by visiting a Scotiabank Branch.

We will send you a confirmation that we have received your revocation and specify when it takes effect through electronic delivery to the Designated Information System or through paper delivery.

It may take up to 10 business days for your revocation to take effect. If a PPS, statement, notice or communication is being issued by us less than 10 business days after we receive your revocation, you may still receive an electronic PPS, statement, notice or communication rather than paper delivery.

8. Adding or Changing the Terms of this Document:

We can add or change the terms and conditions of this document from time to time. Notice of additional or amended terms and conditions may be given to you in any of the following ways:

- i. A notice mailed to you at your last address in our records;
- ii. A notice on your statement or PPS;
- iii. A notice on the Scotiabank website;

- iv. A notice posted on Scotiabank's Digital Banking Service; or
- v. A notice sent to you through Scotiabank's Digital Banking Service at the Communications Centre

You agree to be bound by any future changes we make to this document.

The documents that are available in paperless form can change at any time. As new document types become available we may ask if you want to receive that particular document type electronically as a paperless document instead of a paper document.

Banking Accounts – Consent Terms and Conditions

"You" and **"your"** mean the individual who is requesting the Recordkeeping Option change. You acknowledge that you have the right to give instructions on this account.

These terms and conditions apply to each Recordkeeping Option change you are making. It replaces all prior agreements between you and us concerning your Recordkeeping Option for the selected banking account. These terms prevail over any other agreement you have with us in case of a conflict.

1. If you have chosen the "Paperless" Recordkeeping Option, you agree to check and verify the transactions and balances for that account at least every 30 days. All transactions will be considered correct and binding on you, unless you provide Scotiabank with evidence to the contrary within 60 days of the date of a disputed transaction.
2. If you have a *Money Master*® Savings Account or a *Money Master* for business account, and you have chosen the "Paper Statement" Recordkeeping Option for that account, you understand that there is a \$2.00 monthly service fee for that recordkeeping option.
3. If you have a Basic Banking Account, Basic Banking Plan, *Powerchequing*® Account, *Scotia*® *Moneyback*™ Account, *Scotia Value*® Account or *Scotia One*™ Account, you understand there is a \$2.00 monthly service fee for Passbook Recordkeeping, except for *Scotia Plus*® customers.
4. If you have a Basic Banking Plan, *Powerchequing* Account, *Scotia Moneyback* Account, *Scotia Value* Account or *Scotia One* Account, you understand there is a \$2.00 monthly service fee for Paper statement Recordkeeping, except for *Scotia Plus* customers.
5. If you have a Basic Banking Plan, *Powerchequing* Account, *Scotia Moneyback* Account, *Scotia Value* Account or *Scotia One* Account, you understand there is a \$2.50 monthly service fee for Paper statement with Cheque Image Return Recordkeeping.
6. If you have a Gain Plan, Daily Interest or Blue Chip Savings account, you understand there is a \$1.50 monthly service fee for Passbook Recordkeeping. This fee is waived if a \$500 minimum monthly balance is maintained on the account.
7. If you have chosen the "Passbook" Recordkeeping Option, you will need to visit any Scotiabank branch to pick up a passbook for use with that account.