

REVOLVING CREDIT AGREEMENT

Effective August 1, 2016

You and your refer to the borrower and any co-borrowers, cosignors and/or guarantors under this agreement. We, our, us and the Bank refer to The Bank of Nova Scotia. The credit card and line of credit (including *ScotiaLine* access card) will be called collectively the "credit account". "Primary borrower" refers to the person listed first on any statement/agreement.

This agreement governs all of our credit cards, including *ScotiaLine for business* Visa card, as well as our personal lines of credit (including *ScotiaLine* access cards). If we issue a Scotiabank credit card or *ScotiaLine* access card ("card") to you; provide you with a renewal or replacement card; or provide you with *Scotia*® Credit Card Cheques or line of credit cheques ("cheques") and you keep or use the credit card, *ScotiaLine* access card or cheques, it means that you agree to be bound by the terms of this agreement, as amended from time to time, including the additional terms and conditions referred to under the heading Other documents/terms and conditions. You also agree to the terms of the Scotiabank Group Privacy Agreement which has been provided to you. Your application for credit forms part of this agreement.

YOUR RIGHTS AND OBLIGATIONS

Using the credit account

You understand and agree that you are liable for all charges incurred on your account with any supplementary credit card (also known as an authorized user card) or *ScotiaLine* access card issued in connection with the account. When either a primary borrower or a co-borrower request Scotiabank to issue a supplementary card (also known as an authorized user card) or a *ScotiaLine* access card, we will also issue renewal and replacement cards for such card unless one of you or Scotiabank cancels the card. You understand and agree that a supplementary cardholder's signature on or use or retention of the supplementary credit card or *ScotiaLine* access card issued in his or her name shall evidence your receipt of the agreements relating to the account and your acceptance of their terms.

For the *ScotiaGold Passport*® for business Visa® card, *Scotia Momentum*® for business Visa® card and *ScotiaLine*® for business Visa® card: You agree that the cards and account will only be used for business purposes.

For all other credit lines: You agree that the credit line may only be used for personal, household or family purposes unless this credit line is issued to a business in which case it may also be used for business purposes.

You may not use your credit card or credit line (including any *ScotiaLine* access card) for any transaction which is illegal, including the purchase of goods or services, prohibited by local law applicable in the Cardholder's jurisdiction.

You can use the credit card, *ScotiaLine* access card and cheques, wherever they are accepted. We are not liable if your credit card, *ScotiaLine* access card or cheques are not accepted by a merchant or a business.

When the credit card or *ScotiaLine* access card is used with your PIN (Personal Identification Number) to make a purchase at enabled point of sale terminals or to obtain a cash advance at an Automated Banking Machine (ABM), including using your *ScotiaCard*® banking card together with a PIN through designated ABMs, or by using your Verified by Visa Password to make purchases on-line, you are deemed to have authorized the transaction.

You may draw on your credit account using a cheque or through any other method that we permit, including through contactless card and mobile device transactions with participating merchants, using your *ScotiaCard* banking card together with a PIN through designated ABMs, or by using your Verified by Visa Password to make purchases on-line.

Other documents/terms and conditions

You agree to be bound by the terms and conditions of any rewards program, points program, membership program, cash back program and any other benefits, discounts or other programs related to your credit account. These terms and conditions are provided to you separately from this agreement. Scotiabank reserves the right to introduce, modify, terminate or extend any such programs or benefits or discounts, or the terms and conditions of the operation of same, at any time.

You also agree to be bound by the terms and conditions related to accessing the credit account through mobile devices, which will be provided to you separately at the time that you download the app for the mobile device. These terms and conditions are subject to change from time to time.

Special Promotional Offers

We may make special promotional (or introductory) low rate offers to you. For example, we may offer a promotional low interest rate (a rate that is lower than your preferred interest rates) for cash advances, balances transfers, or *Scotia* Credit Card Cheques. If we do make you a promotional offer, we will explain the special terms that apply to it at the time of the offer. If you accept the promotional offer, you agree to the terms of the offer, plus this agreement. When the promotion ends or expires, the promotional offer terms will also end but this agreement will continue to apply. If you do not make your minimum payment by the payment due date, any promotional offer will end immediately and your standard (not preferred) interest rates will apply (as described in your Disclosure Statement under "Annual Interest Rate or Rates" and in this agreement under the section "Interest").

Repaying the amounts you owe

When you use the credit account through the means we permit, or authorize others to use it, you incur a debt. We will add interest, service charges and annual fees that we can charge you under this agreement to your debt which will form part of it. You agree to repay any debt owed to us.

Adding to your debt

If we have to take collection proceedings under this agreement, you agree that you will pay us our Legal Costs for any action to collect the amounts due and any other costs which we reasonably incur in order to protect or realize security which you have pledged. If you default and we require the services of a third party to enforce this agreement, retrieve from you property we have accepted as security, or your credit account card or cheques, we may add Legal Costs to your debt and any other costs which we reasonably incur related to retrieval and/or enforcement. **Legal Costs** means solicitor and own clients fees on a full indemnity basis for our solicitor/notary, as well as disbursements and taxes on a full indemnity basis.

Making a minimum monthly payment

If you do not repay your debt in full by your statement payment due date, you agree to make a minimum monthly payment. We will tell you the minimum required payment on your monthly statement. We may require a different monthly payment and will notify you of this beforehand. Any overdue payment or over limit amount must be paid as soon as you receive your statement.

Making payments when mail service is disrupted

Even when normal mail service is disrupted, you must continue to make payments. If appropriate, we will tell you where to do so, and where to pick up your statement, by advertising on radio or television or in newspapers. Your statement will be considered to have been delivered to you on the day it is available for you to pick up, whether or not you do so.

Requesting Credit Services

You have requested the features, benefits and services provided automatically with the credit account. You understand that optional services may be available at additional cost to you and that these services may be governed by separate agreements or authorizations by which you agree to be bound. You also understand that some of these services are supplied by firms independent of us and that we are not liable for them in any way.

Tell us about loss, theft or unauthorized use

You will inform us immediately by telephone and in writing about any actual or suspected loss, theft or unauthorized use of your credit card, *ScotiaLine* access card, Password, PIN or cheques. You agree that we may assume you have authorized all transactions unless you tell us otherwise.

If your credit card or *ScotiaLine* access card is lost or stolen, you will not be liable for any unauthorized use, as long as the unauthorized use does not involve use of your Password or PIN. If your Password or PIN is used in such a transaction, you will be liable for the full debt, including interest arising from such use. If you have previously authorized someone to use your credit card, *ScotiaLine* access card or cheques, and have subsequently withdrawn your authorization, you will continue to be liable for all debts incurred by their use until they have been surrendered to the Bank.

For cheques, if your cheques are lost or stolen, you will also be liable for any unauthorized activity until you advise us of the loss of your cheques or the unauthorized activity.

Keeping your Personal Identification Number (PIN) and Password confidential

You agree to keep your PIN and Password separate from your credit card or *ScotiaLine* access card at all times. If you do not keep your PIN or Password confidential, or if you select a

PIN or Password that can be easily discovered, such as a number the same or similar to an obvious number combination including numerical sequences such as "1234", your date of birth, bank account numbers or telephone numbers, or if you keep your credit card or *ScotiaLine* access card and your PIN or Password in a way that would enable someone else to use them together, you will be liable for all debt, including interest, arising from their unauthorized use.

Changing your Address

You will tell us in writing, or by any other means which we permit, if you change your address and will give us other information that we may need from time to time to keep our records up to date.

Telling us about errors in your statement

If your statement contains any errors, you will tell us in writing, or by any other means we permit, within 15 days of the date of the statement. After that time, the statement will be considered to be correct unless you can provide us with written proof that it is not.

Settling disputes

If a dispute arises about a transaction which you authorized, you must settle it directly with the merchant or business concerned. In addition, you may contact us through any of the methods we offer, to discuss the transaction in question.

Pre-Authorized Payments

You are responsible for providing a merchant with whom you have set up a pre-authorized payment plan with correct and up-to-date information. This includes a change in account number or expiry date. We will not be liable for any pre-authorized transactions that cannot be posted to your account and you are still liable to the merchant for making payment. It is your responsibility to contact a merchant when you wish to cancel a preauthorized transaction. You should check your monthly statements to ensure that cancelled transactions have been discontinued.

Cancelling this agreement

You can cancel this agreement by telling us in writing that you want to do so. We can cancel this agreement without a reason by giving you 30 days' written notice. We can also cancel this agreement without written notice or any notice whatsoever if you are not handling your credit account in accordance with this agreement or our requirements. In addition, we can also cancel your credit card, credit line (including your *ScotiaLine* access card) or cheques and require you to return them to us, or to someone acting on our behalf, when we ask for them. The credit card, *ScotiaLine* access card and cheques are our property. If either of us cancels this agreement, you still have to pay your debt and any other amounts you owe us in full immediately.

Observing your credit card's or *ScotiaLine* access card's expiry date

You agree not to use the credit card or credit card cheques after the credit card's expiry date. You agree not to use the *ScotiaLine* access card or cheques after the access card's expiry date. If they are used, you agree to pay any debts that are incurred.

Credit limit

We will set a credit limit for your credit account. The limit is indicated in a separate document and on your monthly statement. We can reduce your credit limit or allow you to exceed your credit limit without telling you in advance. We may refuse to honour any use of the credit account which would cause you to exceed your limit. However, we are not obligated to do this.

Being jointly and severally liable

Each person who is bound by this agreement is jointly and severally liable for performing all of the obligations under this agreement. In addition, this agreement will be binding on your personal and legal representatives.

The limitation period for this agreement is extended to the greater of six years (3 years in Quebec) or any longer period permitted by provincial or territorial law.

OUR RIGHTS AND OBLIGATIONS

Charging interest on purchases with your credit card

For credit cards, including *ScotiaLine* for *business* Visa cards, we will not charge interest on any purchases or interest-bearing service charges (annual fee(s), dishonoured payment fee, dishonoured *Scotia* Credit Card Cheque fee and overlimit fee) if you pay, by the payment due date set out in the monthly statement, the entire balance of the monthly statement on which they first appear. If your entire balance is not paid in full, we will charge interest on all purchases and interest-bearing service charges from their transaction date to the date they are paid in full. Note that purchases made with your *ScotiaLine* access card are treated as line of credit advances.

Charging interest on cash advances and line of credit advances (including *ScotiaLine* access card advances)

In the case of cash advances from a credit card, including balance transfers and *Scotia* Credit Card Cheques, and all advances under a line of credit, including advances taken by cheque or purchases with your *ScotiaLine* access card, interest is payable on each cash advance or advance from the transaction date indicated on the monthly statement to the date it is repaid in full. There is no interest-free grace period for cash advances or advances. Cash advances include "cash-like transactions". Cash-like transactions are monetary transactions posted to your account which are not "purchase" transactions and include, but are not limited to, wire transfers, foreign currency, travellers cheques, money orders, remote stored value, and purchase of gaming chips. American Express Cards are not presently accepted for the purchase of lottery tickets or gaming chips.

Cash Advances include balance transfers. A balance transfer is a transaction in which funds from your credit card account are used, at your request, to pay the balance of any other account that we permit, which may include a transfer to a bank account, another credit card account or line of credit, or a bill payment (other than recurring bill payments made as pre-authorized charges to your account which are usually treated as purchases). A balance transfer cannot be used to pay another Scotiabank account.

Interest

For both credit cards and credit lines, we will tell you the applicable interest rates. We may change these rates from time to time at our sole discretion and in accordance with applicable law even if you repay your credit account in accordance with its terms. If your credit account has standard and preferred rates, to qualify for the preferred interest rate, you must repay your credit account in accordance with its terms; otherwise, the standard interest rates will apply. You will pay the higher standard interest rates until such time as you have paid the minimum monthly payment by the due date continuously for the period set out in your Disclosure Statement.

Interest for credit lines is composed of two factors. The first is our prime rate which is announced by us from time to time. In addition to our prime rate, we will also set an adjustment factor. We will change our prime rate from time to time and will post a notice of this in our branches. We may also change your adjustment factor at our discretion but we will give you prior written notice of any increase in the adjustment factor, stating the effective date of the change. Note for accounts secured by real property: if you increase your credit limit, we may agree to lower your adjustment factor; if you decrease your credit limit, we may increase your adjustment factor, but we will give you prior written notice.

Adding interest to your debt

We calculate interest on your debt daily but we only add it to your debt once a month on each statement. We calculate the amount of daily interest by adding any new advances and subtracting any payments and then multiplying the unpaid balance of the debt on which interest is payable by the annual interest rate then dividing by 365 or 366 in a leap year. Interest is charged on a leap day in a leap year. Interest is charged at the rate applicable under the agreement both before and after the final payment date, maturity, default and judgment, until the credit account has been paid off in full.

Telling you about interest rates, service charges and our annual fee

We will send you a notice that will tell you about interest rates, service charges and, if applicable, our annual fee. All service fees will be charged to your account. The annual fee will appear on your first monthly statement and annually thereafter and is not refundable. If we change any of these rates or amounts, or introduce new fees, we will give you prior notice as required by law.

Applying your payments

For credit card accounts, we apply your minimum payments, as applicable, first to interest charges that we have billed, then to any billed service charges that are not treated as purchases (includes annual fees billed prior to September 1st, 2013 that remain unpaid), then to any low rate billed cash advances or purchases in the order in which the low rate offers were activated, then to any regular billed cash advances, then to any regular billed purchases on which interest is payable, then to regular billed purchases on which interest is not yet payable, then to any low rate unbilled cash advances or purchases in the order in which the low rate offers were activated, then to any regular unbilled cash advances and finally to any regular unbilled purchases. Annual fee(s) billed after September 1st, 2013, dishonoured payment fee, dishonoured *Scotia* Credit Card Cheque fee and overlimit fee are treated as purchases. Note that when your minimum payment is applied, your minimum payment may not cover all charges that are included in the calculation of the minimum payment amount.

For line of credit accounts, we apply your minimum payments, as applicable, first to interest charges that we have billed, then to any billed service charges, then to any low rate billed advances in the order in which the low rate offers were activated, then to any regular billed advances, then to any low rate unbilled advances in the order in which the low rate offers were activated, then to any regular unbilled advances. Advances include any purchases with a *ScotiaLine* access card.

For both credit card accounts and line of credit accounts, we will apply your payments in excess of your minimum payment, as applicable, on a pro-rata basis among each group of billed charges on your account and then on a pro-rata basis among each group of unbilled charges on your account. Charges are grouped on the basis of the interest rate applicable to the group of charges, including a group of charges that do not accrue interest. For credit card accounts, annual fee(s) billed after September 1st, 2013, dishonoured payment fee, dishonoured *Scotia* Credit Card Cheque fee and overlimit fee are subject to the prevailing interest rate applicable to purchases and would be grouped with transactions subject to the same rate when payments are applied in excess of your minimum payment.

Example for credit card accounts**: Your billed charges include \$20 in accrued interest, a \$39 annual fee (charged after September 1st, 2013), \$30 in cash advance fees, \$15 in statement re-print fees, \$120 in cash advances and \$1,000 in purchases for a total of \$1,224.00. No interest is applied to the accrued interest or the cash advance fees or statement re-print fees - Group 1. An interest rate of 21.99% applies to the cash advances - Group 2. An interest rate of 19.99% applies to \$600 of the purchases and the \$39 annual fee - Group 3 - and a promotional interest rate of 7.99% applies to \$400 of the purchases - Group 4.

The minimum payment is \$60 and the borrower pays \$500. The minimum payment is applied to the accrued interest of \$20 first, then \$30 is applied to the cash advance fees, and then \$10 is applied to the balance accruing interest at 7.99% (Group 4). The remaining payment amount of \$440 is applied to the remaining balance of \$1,164, as follows:

Group 1 - $\$15 / \$1164 \times \$440 = \5.67
Group 2 - $\$120 / \$1164 \times \$440 = \45.36
Group 3 - $\$639 / \$1164 \times \$440 = \241.55
Group 4 - $\$390 / \$1164 \times \$440 = \147.42

Example for line of credit accounts: Your billed charges include \$20 in accrued interest, a \$42.50 service charge for a dishonoured cheque and \$1000 in advances for a total of \$1,062.50. No interest is applied to the accrued interest - Group 1. An interest rate of 7.00% applies to the service charge and \$600 of the advances - Group 2 - and a promotional interest rate of 5.00% applies to \$400 of the advances - Group 3.

The minimum payment is \$31.87 (3% of balance) and the borrower pays \$500. The minimum payment is applied to the accrued interest of \$20 first and then \$11.87 is applied to the service charge. The remaining payment amount of \$468.13 is applied to the remaining balance of \$1,030.63, as follows:

Group 2 - $\$630.63 / \$1030.63 \times \$468.13 = \286.44
Group 3 - $\$400.00 / \$1030.63 \times \$468.13 = \181.69

Applying credit vouchers

For credit cards and *ScotiaLine* access cards, if a business issues a credit voucher, we will reduce your debt by the amount of the voucher when we receive it.

Dealing with transactions in a foreign currency

For Scotiabank® U.S. Dollar Visa® cards, we will bill you in U.S. dollars for debts in a currency other than U.S. dollars; debit and credit vouchers issued or payments made in a currency other than U.S. dollars will be converted and posted to your account in U.S. dollars. **For other Visa credit cards and ScotiaLine access cards**, we will bill you in Canadian currency for debts incurred in a foreign currency; debit and credit vouchers issued or payments made in a foreign currency will be converted and posted to your account in Canadian currency.

For Scotiabank U.S. Dollar Visa cards, transactions in a currency other than U.S. dollars are charged or credited to your account in U.S. dollars. **For other Visa credit cards and ScotiaLine access cards**, transactions in a foreign currency are charged or credited to your account in Canadian dollars. The exchange rate is determined by Visa Inc. on our behalf on the date that the transaction is settled with Visa Inc. This exchange rate may be different from the rate in effect on the transaction date. When the transaction is posted to your account, in addition to the exchange rate, you will be charged a currency conversion mark-up for each transaction. The mark-up is disclosed in your Disclosure Statement and applies to both debit and credit transactions.

For credit card account payments and *Scotia* Credit Card Cheques, the exchange rate will be the posted rate charged to customers at any branch of The Bank of Nova Scotia on the date the transaction occurs. For any reversal of these transactions, the exchange rate will be determined in the same manner as of the date that the transaction is reversed.

For line of credit accounts with ScotiaLine access card, the exchange rate for both account payments and cheques drawn on the account will be the posted rate charged to customers at any branch of The Bank of Nova Scotia on the date the transaction occurs. For any reversal of these transactions, the exchange rate will be determined in the same manner as of the date that the transaction is reversed. For all other line of credit accounts, foreign currency transactions are not permitted.

Please refer to your Disclosure Statement for further details on the exchange rate(s).

For Scotiabank American Express Cards transactions in a foreign currency other than U.S. dollars, the amount is converted to U.S. dollars and then to Canadian dollars.

For a transaction with your Scotiabank American Express Card, the exchange rate is determined by American Express on the date the transaction is processed by American Express. This exchange rate may be different from the exchange rate in effect on the transaction date. When the transaction is posted to your account, in addition to the exchange rate, you will be charged a foreign currency conversion of 2.5% of the transaction amount. 1.0% of the transaction amount will be retained by American Express. This mark-up applies to both debit and credit transactions on your Scotiabank American Express Card.

For Scotiabank American Express Card account payments and *Scotia* Credit Card cheques, the exchange rate will be the posted rate charged to customers at any branch of The Bank of Nova Scotia on the date the transaction occurs. For any reversal of these transactions, the exchange rate will be determined in the same manner as of the date the transaction is reversed.

For cash withdrawals made from ABMs outside of Canada using a *ScotiaCard* debit card to obtain a cash advance on the Scotiabank American Express Card account, the exchange rate is determined by the appropriate network on our behalf on the date that the transaction is settled with that network. This exchange rate may be different from the exchange rate in effect on the transaction date. When the transaction is posted to your account, in addition to the exchange rate, you will be charged a foreign currency conversion of 2.5% of the transaction amount.

For a transaction with your Scotiabank American Express Card in Canadian dollars with a merchant located outside of Canada, a Cross Border Transaction Fee will be charged, equal to 2.50% of the Canadian dollar amount of the transaction, 1% of which will be retained by American Express.

Automatic Banking Machines ("ABMs")

The advance or cash advance amount you can withdraw each day from an ABM, and the available ABM services, can vary from time to time without notice. We are not liable for any loss or damages you may suffer because of your use of an ABM or because of any failure to provide ABM services.

Cumulative limits** currently in effect are:

•\$250 ABM cash advance per day; \$1,000 per week using your *L'earn*® Visa card and *SCENE*† Visa card for students

•\$1,000 ABM cash advance per day; \$3,000 per week using your *Scotia Momentum*® Visa card, *Scotia Momentum* No-Fee Visa card, *Scotiabank Value*® Visa card, No-Fee *Scotiabank Value*® Visa card, *SCENE* Visa card, *ScotiaHockey*® NHL* Visa card, *Scotiabank Rewards* Visa card, *Scotiabank U.S. Dollar Visa* card, *Scotiabank GM*® Visa Card and *Scotiabank More Rewards*®† Visa card

•\$2,000 ABM cash advance per day; \$5,000 per week using your *Scotia Momentum* Visa Infinite* card, *ScotiaGold Passport*® Visa card, *ScotiaGold Passport for business* Visa card, *Scotia Momentum for business* Visa card, *No-Fee ScotiaGold*® Visa card, *ScotiaLine for business* Visa card, *Scotiabank Platinum American Express* Card, *Scotiabank Gold American Express* Card, *Scotiabank American Express* Card and *Scotiabank GM*® Visa Infinite* Card

•\$2,000 ABM advance per day; \$5,000 per week using your *ScotiaLine* access card

Preparing and sending monthly statements

Monthly statements are only prepared on business days, so the time between statements will vary depending on the number of business days in the month. We will send a

statement, on a regular periodic basis, at least once a month. If your account goes in default and we demand the balance in full, we will no longer send monthly statements. However, interest will continue to accrue on your account.

Requiring you to pay your total debt

We may terminate the credit account and require you to pay your total debt immediately, without prior notice or demand, if you do not carry out your obligations under this agreement, including any of the following events: a) you fail to make any payment when it is due; b) you fail to pay, when we ask, any amount we are entitled to charge you for making repairs, maintaining insurance or clearing claims against any real or personal property you have pledged as security; c) you break any of your promises under any security agreement related to the credit account, you die, become insolvent or bankrupt; d) any real or personal property you have pledged as security is lost, stolen, destroyed or substantially damaged or seized in any legal proceeding; e) any real or personal property you have pledged as security reduces in value to a level we consider unacceptable; f) anything else happens that we believe endangers your ability to pay or that we believe endangers any real or personal property you have pledged as security in any way. If any of the events described under this section occur, we have no further obligation to pay any cheques.

Changing this agreement or the services we offer

We can change this agreement or the services that are available with the credit account, but we will give you notice in writing before we do so. We do not need to give you notice if we change ABM services. We consider that we have given you notice in writing about anything under this agreement when we send you the information by regular mail, or hand deliver it, or by any other means that we permit. Where we send the notice by regular mail, we consider you to have received the notice within 5 business days.

We may change any of the following elements of our contract with you: annual interest rates, your annual fee, any other fees and charges for your account; and any other terms and conditions set out in your Disclosure Statement or in this agreement. Before we make these changes we will send a notice to you describing the changes and the effective date. We will give you at least the minimum advance notice required by law. Except for changes to the interest rate, you may refuse changes we make and cancel this agreement. To do so, you must send written notice to us no later than 30 days after the changes are effective.

Co-Borrower disclosure options

If there is more than one of you, you are each entitled to receive the monthly statement, and other cost of borrowing disclosure or notices that we are required to give you, either separately or you may designate the primary borrower to receive the disclosure documents for all of you. You may contact us through any of the methods we offer to change your preference to receive separate or joint monthly statements and other disclosure documents. If our records indicate that you are to receive separate disclosure, we will send you a monthly statement and the other required disclosure documents to your address that appears in our records. If our records indicate that you are to receive joint disclosure, we will send the monthly statement and other disclosure documents to the address of the primary borrower.

Offset

We may debit any other account you have with us with the amount of any payment you are required to make to us under this agreement and credit the amount to the outstanding debt under this agreement.

Security

If this credit account is secured by a mortgage, hypothec or security agreement, you will not further encumber the property without our permission. If you sell the property which is subject to the mortgage, hypothec or security agreement, you agree that you will immediately repay to us all amounts owing under the credit account.

Language

The parties have requested that this agreement and all documents related to it be drawn up in English. Les parties conviennent et exigent expressément que ce contrat et tous documents émis en vertu de celui-ci soient rédigés en anglais.

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** Please note: dollar figures shown are in Canadian Dollars, except if you are a Scotiabank U.S. Dollar Visa cardholder, in which case dollar figures shown are in U.S. Dollars.

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