



# **Day-to-Day Banking**

## Companion Booklet

December 2017

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# Introduction

## *Welcome to Scotiabank*

...where we make it easy for you to do **all** your banking. We know everyone has their own way of banking and their own unique set of banking needs. With our full range of banking services, we're sure you'll find the right combination to meet your needs. Providing services that are easy to use and convenient for you is our top priority.

Whether you're starting a family in a new home, building investments for your future, saving to put your kids through college, or opening your first bank account, Scotiabank has a banking service for you... and for the way **you** prefer to bank. In fact it all comes down to your preference for how you want to do your banking, along with the number and type of transactions that you make every month.

Scotiabank understands that you may feel most at home banking with an Advisor in your branch. Or maybe you prefer to use our online, mobile, telephone and ABM self-service banking options at your convenience. Whatever your financial needs or your schedule, we strive to enable you to manage your money in the manner that suits you best.

We know everyone is concerned about the cost of bank fees, so we've designed a variety of accounts and plans based on the number and type of transactions that you need to do each month. We've included some tips on how to save money on bank fees in addition to the fees for other services that you may use from time to time. Depending on the type of account you choose, however, these services may be included.

## *So what's in this booklet?*

We explain the types of services we offer to Scotiabank customers along with the terms and conditions that govern those services, or what we call our personal banking services agreements.

Most important of all, is the way we manage your personal information, and that's where our commitment to privacy comes into effect. We believe strongly that it forms the basis of our relationship with you. So we present that commitment to you first in the agreements section.

## *Satisfaction Guarantee*

From time to time we make changes to our account features and fees. If you receive a statement with your account, we will notify you of any upcoming changes to your account features and fees by mailing you a notice with your statement. For accounts with multiple account holders, we will send the notice only to the account holder who currently receives the statements. We also display notices in our branches, on *Scotia OnLine* and at our ABMs 60 days prior to making any changes to the fees. When we make changes, as always, we want you to select the best account to help you save on fees. If you are not satisfied with changes to your account you may select

an alternate Scotiabank account within 90 days of the effective date of the changes. On request we will refund the difference, if any, between the fees that you have paid and the fees that you would have paid had you selected the alternate account on the effective date of the changes<sup>1</sup>.

### ***Definitions you need to know***

**You and your** means each account holder of a deposit account.

**We, our, us, Scotiabank** and **the bank** means The Bank of Nova Scotia and, as appropriate, any of our Canadian subsidiaries.

**self-service transactions** means transactions processed without the help of a teller through a Scotiabank ABM (automated banking machine), online, mobile or telephone banking.

**teller-assisted transactions** means transactions processed directly with a teller at any Scotiabank branch.

**assisted telephone transactions** means transactions completed by a *TeleScotia* service representative.

**debit transactions** means withdrawals of funds from your accounts which include cash withdrawals, cheques drawn on your accounts, fund transfers to other Scotiabank accounts or other financial institutions, bill payments, pre-authorized payments and *Interac*<sup>†</sup> Debit or Visa Debit purchases.

**Inactive Accounts** means those deposit accounts having no customer-initiated transactions or customer-initiated activities for 24 consecutive months.

**account activity** means customer-initiated transactions or requests as well as automatic fees or interest transactions generated by the system.

### ***General terms and conditions***

You agree to the terms and conditions in this booklet, including all of the personal banking services agreements (collectively, the “agreements”), as they apply to you. Your Application for Deposit Services forms a part of this booklet.

#### **Who is bound by this booklet?**

All of the provisions in this booklet, as they apply to you, are binding on you, your estate, your heirs, executors, administrators and your personal and legal representatives.

#### **Separate agreements and severability**

Each of the agreements contained in this booklet is a separate contract. If a court holds any of those agreements or any other provision in this booklet as invalid or unenforceable, in whole or in part, the remaining agreements and provisions shall still be in effect and binding.

<sup>1</sup> *If you choose to close your account within 90 days of the effective date of any fee increases on request, we will refund the difference between our old and new fees for any fees that you have paid.*

<sup>†</sup> *Trademark of Interac Inc. Used under license.*

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# Opening A Personal Deposit Account

We make it easy to open a personal deposit account at Scotiabank. Simply visit any of our branches and speak to a branch representative to make arrangements to open an account, or contact us at 1-800-4SCOTIA (1-800-472-6842) or visit [www.scotiabank.com](http://www.scotiabank.com).

This booklet contains detailed information on the fees associated with our personal bank accounts and related services. For more information contact 1-800-4SCOTIA (1-800-472-6842) or visit [www.scotiabank.com](http://www.scotiabank.com).

You'll also receive a *ScotiaCard*® banking card. We ask you to select a personal identification number (PIN) to use with your card. When you use your PIN with your *ScotiaCard* banking card you are providing us with your electronic signature and we consider all transactions made this way to be authorized by you.

Further details and the terms and conditions of use for your *ScotiaCard* banking card are described in this booklet.

## Confirming Your Identity

When you open your personal deposit account at a Scotiabank branch, you will be required to present to us certain pieces of personal identification. Further details about what qualifies as acceptable identification can be found at [www.scotiabank.com](http://www.scotiabank.com) and in the brochure entitled “Day-to-Day Banking: Opening a Personal Account or Cashing a Federal Government Cheque at Scotiabank, Cheque Holding Policy” which is available at all Scotiabank branches.

Individuals under the age of 12 years:

- A parent or legal guardian must open the account for the individual;
- The parent or legal guardian must provide one piece of original acceptable government-issued photo identification or documents from two independent reliable sources to confirm his or her own identity.

In addition, if in your capacity as legal guardian for the individual, you ask us to open a personal deposit account for the individual, you must provide us with a certified copy of the legal document verifying your legal guardianship of the individual.

Individuals 12 – 15 years of age:

- Confirm his or her own identity by providing either:
  - One piece of original acceptable government-issued photo identification or documents from two independent reliable sources; or
  - One document from the minor containing their name and date of birth and one document from the parent or guardian containing their name and address; or

- One piece of acceptable identification if your identity is also confirmed by a client in good standing in the community where your branch is located.

### **Collecting and recording your information**

We will only ask you for information that we need for the purposes set out in the Scotiabank Privacy Agreement, which can be found in this booklet.

In addition to confirming your identity, we also collect certain mandatory information about you such as your full name, home address (if any), date of birth and occupation or type of business (if any).

When opening an account, we may have to ask you some additional questions to comply with government regulations. We will collect and record all pertinent information regarding you, including beneficial owners, intermediaries and other interested parties and will establish the purpose and intended nature of each relationship. Where applicable, we will record the type, volume and frequency of expected account activity and we will make enquiries into the source of incoming funds or assets.

We will ask you questions to determine whether your account will be used by or for the benefit of a third party. If so, particulars of the third party and their relationship with you will be obtained and recorded prior to establishing the relationship.

We can refuse your request to open a personal deposit account for certain legal reasons but, if we do, we'll inform you about this in writing.

### **Verifying Your Information**

We will take reasonable and appropriate measures to verify the key information provided by you with reliable independent sources. We will refuse to enter into or continue relationships or conduct transactions with any person that insists on anonymity or provides false, inconsistent or conflicting information where the inconsistency or conflict cannot be resolved after reasonable inquiry.

### **Monitoring and updating your information**

As set out in the Scotiabank Privacy Agreement, we may monitor your account to meet our legal and regulatory obligations. We will keep information regarding you and your financial activities as accurate, complete and up-to-date as necessary to fulfill the purpose for which it was collected. When changes in your financial behaviour become apparent, we will take steps to determine the underlying reasons.

If any personal information changes or becomes inaccurate or out of date, you are required to advise us so we can update our records.

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## **Deposit Insurance**

The Bank of Nova Scotia is a member of Canada Deposit Insurance Corporation (CDIC). CDIC insures eligible deposits you make with its members subject to maximum coverage limitations. For more information on deposit insurance refer to the CDIC brochure “Protecting Your Deposits” or call CDIC at 1-800-461-2342 or visit the CDIC website at [www.cdic.ca](http://www.cdic.ca). The “Protecting Your Deposits” brochures are available at your local Scotiabank branch.

The Bank of Nova Scotia maintains a Deposit Product List of the eligible deposits it offers. You can review and obtain the Scotiabank Group Deposit Product List on the Scotiabank website at [www.scotiabank.com](http://www.scotiabank.com) or at your Scotiabank branch.

## **Current Interest Rates:**

For information on current interest rates visit [www.scotiabank.com](http://www.scotiabank.com) or contact us at 1-800-4SCOTIA (1-800-472-6842).

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# General Information about Personal Accounts

Personal deposit accounts belong to the owner or owners of the account. They may not be used for business and they cannot be transferred to anyone else. We reserve the right to prevent use of your account without notifying you in advance if we suspect illegal, unauthorized or fraudulent use of the account, including transactions relating to illegal internet gambling.

When you open an account at Scotiabank, you can depend on us to maintain the confidentiality of your information, subject to the terms and conditions of the Scotiabank Privacy Agreement set out in this booklet.

The Deposit Account Agreement in this booklet details the roles and responsibilities of an account holder.

General information about powers of attorney is set out in the section entitled “Powers of Attorney” in this booklet.

We offer a variety of accounts and plans which package banking services for you. Some of these accounts have eligibility requirements. For example, our *Getting There Savings Program* for Youth account is only available to people under 19 years of age. Our Seniors' Discount is available to customers 60 years of age or older. When you request a service that has an eligibility requirement, you must meet that requirement.

We have 4 categories of accounts and plans:

- Day-to-Day Banking Accounts;
- Special Feature Plans;
- Savings Accounts;
- Foreign Currency Accounts.

You can count on Scotiabank service, no matter how you need to access your account:

- You can visit any of our branches;
- Use ABMs (Scotiabank's Automated Banking Machines or those of any other financial institution displaying the *Interac* symbol or the Visa/PLUS symbol abroad);
- Make direct payment purchases from your account;
- Set up pre-authorized payments;
- Conduct transactions over the telephone or internet; or
- Issue instructions to us in writing.



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## A few notes about processing your transactions – Scotiabank’s Cheque Hold Policy on cheque deposits made to a personal deposit account

Scotiabank’s cheque hold policy is based on Payments Canada Rules and the Bank Act Regulations. For purposes of this policy, “cheque” includes negotiable items such as cheques, certified cheques, and bank drafts.

When you deposit a cheque into your personal deposit account, you may not always be able to access or cash the funds right away. We may place a hold on funds until the cheque is cleared at the financial institution on which the cheque is drawn. In some instances, the cheque may be returned as invalid or otherwise after the hold period has expired. Ultimately, you are responsible to us for any cheque that you deposit that is returned to us, regardless of whether any hold period has expired.

If you deposit a cheque which is encoded with magnetic ink character recognition and not damaged or mutilated, the maximum hold period that we will place on that cheque is as follows:

- Cheques drawn on a financial institution’s branch located in Canada;
  - Canadian dollar cheques, maximum hold period of 4 business days after the day of deposit.
  - U.S. dollar cheques, maximum hold period of 9 business days after the day of deposit.
- Cheques drawn on a financial institution’s branch located in the United States, maximum hold period of 19 business days after the day of deposit;
- Cheques drawn on a financial institution’s branch located outside of Canada or the United States, maximum hold period of 29 business days after the day of deposit.

For these purposes, the term “business day” refers to regular weekdays only and excludes Saturdays, Sundays or statutory federal holidays.

We may extend the maximum hold period if we have reasonable grounds to believe there may be illegal or fraudulent activity in relation to an account.

"CashBack limit" may be set-up on your *ScotiaCard* which allows you to withdraw funds up to a pre-authorized limit against your deposit, immediately or at a later time.

The length of time you have dealt with the Scotiabank branch, the amount of funds already in your account, and the amount and characteristics of the cheque being deposited may all influence whether the funds will be held.

Some cheques may be sent on “collection”, meaning that the funds will be credited to your account only if and when the cheque clears the other financial institution and the funds have been received by Scotiabank.

### Consider the benefits of Direct Deposit

You can arrange for electronic direct deposit of most employer pay-cheques and government payments. That way, the funds go directly into your account, and access to the funds is available immediately on the day of deposit. Authorizing a Direct Deposit will ensure timely receipt and access to funds in the event of postal strike delays.

## Cheques you deposit may be returned

Canadian and U. S. federal laws allow member institutions to remove an original paper cheque from the cheque payment system, capture its image electronically and destroy the original item. As a result, if you negotiate a cheque that is processed through the cheque payment system and it is subsequently returned, you might receive a paper reproduction of the cheque, an “image printout”, instead of the original paper cheque. The paper reproduction is the legal equivalent of the original cheque.

The reasons a cheque you deposit may be returned by another financial institution include the following:

**Account Closed:** The account on which the cheque is drawn is closed.

**Counterfeit Cheque:** The owner of the account denies issuing the cheque.

**Duplicate Payment:** The cheque has already been deposited through Scotiabank or another financial institution.

**Forged or Unauthorized Signature:** The signature on the face of the cheque is not the signature of the person that it purports to be or is not authorized to sign on the account.

**Funds Frozen/ Funds Not Cleared:** A “hold” has been placed on funds in the account on which the cheque is drawn.

**Irregular Signature:** The signature on the face of the cheque does not match the usual signature of the person that it purports to be.

**Materially Altered Cheque:** The owner of the account says the cheque has been altered without authorization.

**NSF:** Non-sufficient funds means there is not enough money in the account on which the cheque is drawn.

**Payment Stopped:** The owner of the account has requested the cheque not be paid.

**Postdated:** The date on the cheque is in the future.

**Refer to Maker:** The owner of the account who issued the cheque is to be contacted to determine the reason for the return.

**Stale Dated:** The date on the cheque is 6 months or older.

**Words and Figures Differ:** The written and numerical amounts on the cheque don't match.

## Foreign exchange

If you deposit a cheque that was drawn in a foreign currency and the cheque is returned to us, you will be responsible to repay to us the Canadian dollar equivalent of that cheque at the time that it is returned to us. We are not responsible for any increase or reduction in the value of the cheque due to changes in foreign currency exchange rates.

## Electronic Funds Transfer (EFTs), Telephone Funds Transfers (TFTs) and Wire Transfers

We reserve the right, in our sole discretion, to investigate an EFT, TFT or Wire Transfer in any circumstance in which we consider it reasonable to do so including, without limitation, in the following circumstances:

- To meet our legal and regulatory requirements;
- To manage and assess our risks; and
- To prevent actual or potential loss in connection with illegal activity.

An account credit for funds received by EFT, TFT or Wire Transfer may be delayed or refused as a result of us exercising our above described rights of investigation.

## Processing your pre-authorized payments

A pre-authorized payment (also called a pre-authorized debit) is a withdrawal from your account made by a company that has your written authority to do so. They are a convenient substitute for postdated cheques when you have to pay the same bill every week or month.

You must sign and submit to the company you are paying, an authorization form provided by the company. The form should specify the amount, frequency and account number from which the funds are to be withdrawn.

For payments that vary in amount with each bill, the company must provide you with notice of the amount to be debited at least ten days before payment is due. It is your responsibility to maintain sufficient funds in your account to cover the payment. If the company asks you to provide a blank cheque with the authorization form, do so, but:

- Do NOT sign the cheque;
- Write VOID across the face of the cheque;
- Record the VOID cheque in your banking records.

Keep a copy of the authorization you signed and check to see if it includes the procedures to cancel the payment agreement or to correct an improper withdrawal. If it doesn't, ask the company for the procedures.

Scotiabank does not verify a company's request for a pre-authorized payment. We treat the request as though you authorized it.

## Issuing a stop payment on a cheque

When you ask us to stop payment on a cheque you have issued and we act on your request, you agree to pay any costs and expenses incurred to do so. Naturally if the cheque has already been negotiated before we receive your request, we are not liable for stopping payment.

A Stop Payment Order for:	Automatically Expires as follows:
Single Cheque	- If the cheque date is provided: 180 days after the date of the cheque - If the cheque date is not provided: 180 days after the input date
Range of cheque numbers	- 12 months after the input date
Pre-authorized debit	- If the amount is provided: 180 days after the input date - If the amount is not provided: 90 days after the input date
Stop All (cheque and PAD* items)	- If the item date is backdated or unknown, the stop order is automatically released 90 days after the input date - If the item is postdated, the stop order is automatically released 90 days after the item date

\* The customer must also contact the originator of the debit to cancel the arrangement.

# Day-to-Day Banking Accounts

## Basic Banking Account

If you don't do too many transactions, Scotiabank's low-cost bank account is designed for you. Special features and pricing are available for Seniors, Youth and Students. Refer to pages 14 and 15 for details.

### Basic Banking Account for Registered Disability Savings Plan (RDSP) beneficiaries

Beneficiaries of an RDSP are eligible to have the monthly account fee waived on their Basic Banking Account.

- You are required to provide proof of eligibility to your local Scotiabank branch (a record stating your status as a beneficiary of an active RDSP) before the monthly account fee will be waived on your Basic Banking Account;
- Additional fees paid before eligibility may not be refunded;
- You are responsible for all transaction, service and product fees not included with the Basic Banking Account monthly fee;
- If you no longer qualify to be the beneficiary of an RDSP, you are required to inform Scotiabank at which time the monthly account fee charges will commence.

**Note:** For additional information on services and charges relating to this account, please refer to the Chart on page 12 and the "Other Banking Services and Fees" section in this booklet.

## Basic Banking Plan

If you use your account frequently, this account provides excellent value for you.

**Note:** For additional information on services and charges relating to this account, please refer to the Chart on page 12 and the "Other Banking Services and Fees" section in this booklet.

## Scotia One™ Account

This account offers an unlimited number of transactions for one low monthly fee.

**Note:** For additional information on services and charges relating to this account, please refer to the Chart on page 12 and the "Other Banking Services and Fees" section in this booklet.

## Scotiabank Momentum Chequing Account

### Earning Money Back on your Scotiabank Momentum Chequing Account

The Scotiabank Momentum Chequing Account allows you to earn while you spend, by providing a cash reward of 1% ("Money Back") on the first \$30,000 of Qualified Purchases (defined below) that are made each year using your *ScotiaCard* banking card.

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For example, you would earn *\$8.50* Money Back from a Qualified Purchase that totaled \$850 (including applicable taxes). For each Qualified Purchase, the Money Back amount will be rounded to the nearest cent<sup>1</sup>.

For joint Scotiabank Momentum Chequing Account holders who each have a separate *ScotiaCard* linked to the same Scotiabank Momentum Chequing Account, all Qualified Purchases made on each *ScotiaCard* will count towards the annual \$30,000 maximum.

### Payment of Money Back Earned

Money Back earned during the period from November 1st to the following October 31st of each year will be paid as a credit to your Scotiabank Momentum Chequing Account, on the last business day of the following November. You will be eligible to earn Money Back beginning on the date that your Scotiabank Momentum Chequing Account is first opened.

You will not be eligible to receive any Money Back if you have switched to a different account or if your Scotiabank Momentum Chequing Account is frozen by us or closed on the date that your annual Money Back amount would otherwise have been awarded.

### Qualified Purchases

Money Back will be calculated and awarded only for the following debit purchases made from your Scotiabank Momentum Chequing Account, using your *ScotiaCard* banking card (each, a “Qualified Purchase”):

- *Interac* Debit - Debit point of sale transactions made from your Scotiabank Momentum Chequing Account;
- *Interac* Flash - A PIN-less enhancement of *Interac* that lets you pay for small, everyday purchases up to \$100, directly from your Scotiabank Momentum Chequing Account;
- Visa Debit purchases - Online and international transactions (including cross-border) made from your Scotiabank Momentum Chequing Account;
- *Interac* Online purchases (non-Visa Debit *ScotiaCards*);
- Cross Border Debit purchases (non-Visa Debit *ScotiaCards*) - Processed through the NYCE network. The Cross Border Transaction fee of \$1.00 per transaction will not be eligible to earn Money Back.

### Amounts Excluded from Money Back Calculations

Pre-authorized debits that are set-up on your Scotiabank Momentum Chequing Account, the Scotiabank Momentum account fee, and all other service fees/transaction charges do not qualify to earn Money Back.

### Scotia Momentum Chequing Account – Other Important Terms

The SCENE *ScotiaCard* and Passport *ScotiaCard* banking cards are not eligible to earn rewards with your Momentum Chequing Account.

Day-to-Day Banking Accounts – At a Glance	Low Transaction Account	Medium Transaction Account	Unlimited Transactions	
			Any Type	Self-Service with 1% Money Back
	Basic Banking Account	Basic Banking Plan	Scotia One™ Account	Scotiabank Momentum Chequing Account (page 10)
<b>Core Account Features &amp; Fees</b>				
Monthly Account Fee	\$3.95 (Free for RDSP beneficiaries, see page 10 for details)	\$10.95	\$13.95	\$15.95
Seniors' Discount (credit to Monthly Account Fee)	(\$3.95)	(\$4.00)	(\$4.00)	(\$4.00)
Monthly account fee waiver with minimum daily closing balance maintained for the entire month	Not applicable	\$3,000	\$4,000	Not applicable
No. of debit transactions (any type, unless specified) included in the monthly fee	12 (incl. 4 teller-assisted)	25	Unlimited	Unlimited self-service transactions and 1 free teller-assisted
Charge for each additional debit transaction (any type unless specified) over the monthly limit	\$1.25	\$1.25	Not applicable	\$1.50/teller assisted transaction
<b>Monthly Recordkeeping Options &amp; Fees</b>				
Paperless	Free	Free	Free	Free
Paper Statement	Free	\$2.25	\$2.25	\$2.25
Paper Statement with Cheque Image Return	Free	\$2.50	\$2.50	\$2.50
Passbook	Not available	Not available	Not available	Not available
<b>Recordkeeping Related Services &amp; Fees</b>				
Each Passbook Statement (automatically generated after 50 transactions have been processed without a passbook update)	\$2.00	\$2.00	\$2.00	Not applicable
View each electronic image of cleared cheque (free with Paperless recordkeeping option)	Free for all Recordkeeping options	\$1.50	\$1.50	\$1.50
Each bill payment history or mini statement at ABM	\$0.75	\$0.75	\$0.75	\$0.75
<b>Other Banking Services/features &amp; Fees**</b>				
Bank The Rest Savings Program	Free	Free	Free	Free
Mobile Cheque Deposit	Free	Free	Free	Free
Cash Back Rewards	Not applicable	Not applicable	Not applicable	Included
Travel Rewards	Eligible	Eligible	Eligible	Not applicable
Entertainment Rewards	Eligible	Eligible	Eligible	Not eligible
Access fee for each withdrawal at non-Scotiabank ABM (Interac)	\$1.50	\$1.50	\$1.50	\$1.50 (2 free per month)
Access fee for each ABM cash withdrawal at Visa* or PLUS* System (within Canada & U.S)	\$3.00	\$3.00	\$3.00	\$3.00
Access fee for each ABM cash withdrawal at Visa* or PLUS* System (outside Canada & U.S)	\$5.00	\$5.00	\$5.00	\$5.00
Each assisted telephone transaction	Free	Free	Free	Free
Scotia InfoAlerts	Free	Free	Free	Free
Each Interac e-Transfer	\$1.00 (2 free per month)***	\$1.00 (2 free per month)***	\$1.00 (2 free per month)***	\$1.00 (2 free per month)***
Each Cross Border (NYCE) Debit	\$1.00	\$1.00	\$1.00	\$1.00
Each cash withdrawal at another Financial Institution using your ScotiaCard with Visa Debit	\$5.00	\$5.00	\$5.00	\$5.00
Overdraft Protection fee for each month the account is overdrawn (subject to approval)	\$5.00	\$5.00	\$5.00	\$5.00

\*\* In addition to the account debit transaction fee, where applicable.

For additional information, please refer to the "Other Banking Services and Fees" section in this booklet.

\*\*\*Only the first 2 Interac e-transfers you make each month through Scotia Online or Scotiabank Mobile banking (using your Android™ phone, or iPhone or iPad mobile devices) are free. Unused free Interac e-transfers cannot be carried forward to subsequent months.

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If you are enrolled in the Scotiabank *Bank The Rest*® savings program, debit purchases made from your Scotiabank Momentum Chequing Account with your *ScotiaCard* will be subject to daily round-ups but these round-up amounts will not be eligible to earn Money Back.

### Purchase Refunds

In the event you receive a refund for any purchase for which Money Back was previously earned, the amount of Money Back that will be deducted from your accumulated Money Back total is based on the refund amount and the Money Back percentage on the day the refund is processed.

### Verifying your Money Back Amounts

You must promptly review any paperless or paper statements we provide to you, that set out your Qualified Purchases. If you believe there are any errors or omissions in those statements with respect to the calculation of Money Back earned, you must tell us in writing within three months after the date of the Qualified Purchase for which you believe an error or omission was made.

### Other Important Terms

The SCENE *ScotiaCard* and Passport *ScotiaCard* banking cards are not eligible to earn rewards with your Momentum Chequing Account.

### Interest

No interest is paid on this account

<sup>1</sup> On a Qualified Purchase of \$2.50, the 1% Money Back amount of \$0.025 will be rounded to \$0.03. Similarly, for a Qualified Purchase of \$2.34, the 1% Money Back amount of \$0.0234 will be rounded to \$0.02.

**Note:** For additional information on services and charges relating to this account, please refer to the Chart on page 12 and the “Other Banking Services and Fees” section in this booklet.

# Special Feature Plans

## *Getting There Savings Program*<sup>®</sup> for Youth

The *Getting There Savings Program* account is available to customers under 19 years of age. It is an excellent way for minors to learn the basics of good money management by saving each month.

- Funds in the account belong to the minor account holder;
- If a parent(s)/guardian(s) opens the account, the signing authority for the parent(s)/guardian(s) will continue indefinitely until the parent(s)/guardian(s) (at any time) or the minor (after the minor's 16th birthday) make arrangements in writing to cancel the parent's/guardian's signing authority. The minor may request signing authority, without the parent(s)/guardian(s) consent, when he/she turns 16 years of age. For account(s) opened before December 31, 2004, the parent(s) or guardian(s) must be present to transfer signing authority;
- When the account holder turns 19 years of age, the account will automatically be converted to an account that is suitable based on the account holder's recent transaction behavior. Account holders will be reminded by email, through *Scotia OnLine* or by regular mail prior to conversion and have the option to change the account type.

### Interest

The interest rate varies based on the balance in your account. Interest is paid on the portion of the daily closing balance within the specific tier and paid monthly.

*We may alter the Getting There Savings Program for Youth services and features at any time.*

**Note:** For additional information on services and charges relating to this account, please refer to the Chart on page 16 and the "Other Banking Services and Fees" section in this booklet.

## *Student Banking Advantage*<sup>®</sup> Plan

If you're attending a university, community college, or another recognized post-secondary school in Canada or the United States, you can take advantage of this plan. This plan is available only for full-time students registered in a course for credit.

To take advantage of the *Student Banking Advantage* Plan account benefits, you will need to provide your branch with proof that you are enrolled full-time at a qualifying post-secondary institution each academic year prior to November 30<sup>th</sup>. When you are no longer enrolled full-time or you have not presented proof of enrollment, the plan will be removed and the account will automatically be converted to an account that is suitable to you based on your recent transaction behavior. You will be reminded by



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email, through *Scotia OnLine* or by regular mail prior to conversion and have the option to change the account type.

- When it's time to buy a car, graduating students may be eligible for Scotiabank's special Grad Auto Loan Program (subject to approval);
- A *Learn*® Visa\* card for students with a credit limit of \$500 to \$2,000 and no annual fee (subject to credit approval);
- A *SCENE*® Visa\* card with a credit limit of \$500 to \$2,000 and no annual fee (subject to credit approval).

<sup>‡</sup> *Registered Trademark of SCENE IP LP, used under license.*

## Interest

No interest is paid on this account.

*We may alter the Student Banking Advantage Plan benefits and services we offer at any time.*

**Note:** For additional information on services and charges relating to this account, please refer to the Chart on page 16 and the "Other Banking Services and Fees" section in this booklet.

## Seniors' Discount

Customers aged 60 or older automatically receive a discount of up to \$4.00 off the applicable Monthly Account Fee.

The following accounts are eligible for the Seniors' Discount:

- Basic Banking Account;
- Basic Banking Plan;
- *Scotia One* Account;
- Scotiabank Momentum Chequing Account;
- *Scotia* U.S. Dollar Daily Interest Account;
- EURO Daily Interest Savings Account;
- *Powerchequing* Account (no longer offered for sale);
- *Scotia* Value Account (no longer offered for sale);
- *Scotia One* Service (no longer offered for sale).

The Seniors' Discount amount is credited to each eligible account on the same day that Monthly Account Fees are collected.

The Seniors' Discount can not be combined with any other discount or fee waiver; only the largest of multiple discounts/waivers will apply.

We may alter the Seniors' Discount at any time.

**Note:** For additional information on services and charges relating to these accounts, please refer to the Charts on pages 12 and the "Other Banking Services and Fees" section in this booklet.

<b>Special Feature Plans</b> – At a Glance	<b>Under Age 19</b>	<b>Fulltime Student</b>
	<i>Getting There Savings Program®</i> for Youth (page 14)	<i>Student Banking Advantage®</i> Plan (page 14)
<b>Core Account Features &amp; Fees</b>		
Monthly Account Fee	Free	Free
No. of debit transactions (any type, unless specified) included in the monthly fee	Unlimited	Unlimited
Charge for each debit transaction (any type, unless specified) over the monthly limit	Not applicable	Not applicable
<b>Monthly Recordkeeping Options &amp; Fees</b>		
Paperless	Free	Free
Paper Statement	Free	Free
Paper Statement with Cheque Image Return	Free	Free
Passbook	Not available	Not available
<b>Recordkeeping Related Services &amp; Fees</b>		
Each Passbook Statement (automatically generated after 50 transactions have been processed without a passbook update)	\$2.00	\$2.00
View each electronic image of cleared cheque (free with Paperless recordkeeping option)	Free	Free for all Recordkeeping options
Each bill payment history or mini statement at ABM	\$0.75	\$0.75
<b>Other Banking Services/Features &amp; Fees**</b>		
<i>Bank The Rest</i> Savings Program	Free	Free
Mobile Cheque Deposit	Free	Free
Cash Back Rewards	Not applicable	Not applicable
Travel Rewards	Not eligible	Not eligible
Entertainment Rewards	Eligible	Eligible
Access fee for each withdrawal at non-Scotiabank ABM ( <i>Interac</i> )	\$1.50	\$1.50
Access fee for each ABM cash withdrawal at Visa* or PLUS* System (within Canada & U.S)	\$3.00	\$3.00
Access fee for each ABM cash withdrawal at Visa* or PLUS* System (outside Canada & U.S)	\$5.00	\$5.00
Each assisted telephone transaction	Free	Free
<i>Scotia</i> InfoAlerts	Free	Free
Each <i>Interac</i> e-Transfer	\$1.00 (2 Free per month)***	Unlimited ****
Each Cross Border (NYCE) Debit	\$1.00	\$1.00
Each cash withdrawal at another Financial Institution using your <i>ScotiaCard</i> with Visa Debit	\$5.00	\$5.00
Overdraft Protection fee for each month the account is overdrawn (subject to approval)	Not available	\$5.00

<sup>1</sup> No fees to transfer funds to your other Scotiabank accounts using Self-Service banking options.

\*\* In addition to the account debit transaction fee, where applicable.

\*\*\* Only the first 2 *Interac* e-transfers you make each month through *Scotia Online* or Scotiabank Mobile banking (using your Android™ phone, or iPhone or iPad mobile devices) are free. Unused free *Interac* e-transfers cannot be carried forward to subsequent months.

\*\*\*\* Fees may initially be charged for e-transfers in excess of 99 in a month but will be reversed in the subsequent month.

For additional information, please refer to the “Other Banking Services and Fees” section in this booklet.

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# Savings Accounts

## *Scotiabank Momentum<sup>PLUS</sup> Savings Account*

The *Scotiabank Momentum<sup>PLUS</sup> Savings Account* is a no monthly fee, high interest savings account that helps you save by paying you a Regular Interest on your entire balance, and Premium Interest for keeping your money saved.

This account is available to individuals who are Canadian residents. It cannot be held within a registered plan. If this account has multiple account holders, the signing arrangement is deemed to be “any to sign” and no other signing arrangement is available. Please refer to the Deposit Account Agreement for important information about the “any to sign” signing arrangement.

### Regular Interest

Regular Interest is calculated daily on your closing balance and paid monthly based on the annual Regular Interest Rate.

### Premium Interest

Customers can have a maximum of five Premium Periods at any one time, each of which can have a length of 90 days, 180 days, 270 days, or 360 days.

For each Premium Period, Premium Interest is calculated daily by applying the Premium Interest Rate to each deposit, including any accumulated Regular Interest, until the end of the Premium Period.

**Premium Interest is paid at the end of each Premium Period, so long as no debit transaction has occurred within that Premium Period. When a debit transaction occurs, within a particular Premium Period, no Premium Interest is payable for that Premium Period and a new Premium Period of the same length will commence the same day.**

Examples of debit transactions include withdrawals, transfers (including transfers to your other Scotiabank accounts and between Premium Periods within your Momentum<sup>PLUS</sup> Savings Account), and transaction-related service fees.

The applicable Premium Interest Rate for a deposit,

- (i) is determined based on the length of Premium Period; or
- (ii) if the deposit is made after the commencement of the Premium Period, it is determined based on the number of days remaining in the Premium Period:

Days remaining until end of Premium Period	Premium Interest Rate
90 days or less	90-Day Premium Interest Rate
91 days to 180 days	180-Day Premium Interest Rate
181 days to 270 days	270-Day Premium Interest Rate
271 days or more	360-Day Premium Interest Rate

### Changes to interest rates

Regular Interest Rates and Premium Interest Rates are subject to change at any time. Changes to Regular Interest Rates will apply immediately.

The Premium Interest Rate applicable to an existing deposit is guaranteed until the end of the applicable Premium Period, however, any changes to the Premium Interest Rate will be applied to subsequent deposits made to that Premium Period.

Refer to Current Rates on [www.scotiabank.com](http://www.scotiabank.com) for current Regular Interest Rates and Premium Interest Rates as well as the lengths of Premium Periods available, which are subject to change.

### Other features

- No monthly fees;
- Easy access to funds through *Scotia OnLine*, Scotiabank Mobile Banking, and Customer Contact Centre;
- Enjoy an unlimited number of no-fee transfers to your other Scotiabank accounts and between Premium Periods within your *Momentum<sup>PLUS</sup>* Savings Account using *Scotia OnLine*, Scotiabank Mobile Banking, and the Customer Contact Centre. Be aware that such transfers within a Premium Period are debit transactions that will eliminate any Premium Interest otherwise payable for the Premium Period. A \$5.00 per-transaction fee applies on all other debit transactions.

**Note:** *Interac* Debit, Scotiabank ABM, and bill payments are not available for this account. For additional information on services and charges relating to this account, please refer to the Chart on page 22 and the “Other Banking Services and Fees” section in this booklet.

## *Scotiabank Savings Accelerator Account*

The Scotiabank Savings Accelerator Account offers a tiered interest rate structure, allowing you to earn high interest on your entire balance as it grows.

For product details and terms and conditions, please see the Investment Companion booklet available at all Scotiabank branches or at [www.scotiabank.com](http://www.scotiabank.com).

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## Money Master<sup>®</sup> Savings Account

The Money Master Savings Account pays interest from the first dollar saved.

This account cannot be held within a registered plan. If this account has multiple account holders, the signing arrangement is deemed to be “any to sign” and no other signing arrangement is available. Please refer to the Deposit Account Agreement for important information about the “any to sign” signing arrangement.

### Interest

Interest is calculated daily and paid monthly. The annual interest rate used to calculate interest is based on the tier within which your daily account closing balance falls. The annual interest rate for a tier could be zero. The applicable annual interest rate for a tier is applied daily to the entire daily account closing balance. Refer to Current Rates on [www.scotiabank.com](http://www.scotiabank.com) for current interest rates and tiers, which are subject to change.

### Other features

- No monthly fees;
- Easy access to funds through *Scotia OnLine*, Scotiabank Mobile Banking, Customer Contact Centre, Scotiabank ABM, and *Interac* Debit;
- Enjoy an unlimited number of no-fee transfers to your other Scotiabank accounts using *Scotia OnLine*, *TeleScotia*, Scotiabank Mobile Banking, Scotiabank ABM, and the Customer Contact Centre. A \$5.00 per-transaction fee applies on all other debit transactions;
- Eligible account to transfer the round-up amounts from the *Bank The Rest* Savings Program.

**Note:** For additional information on services and charges relating to this account, please refer to the Chart on page 22 and the “Other Banking Services and Fees” section in this booklet.

# Foreign Currency Accounts

## *Scotia*<sup>®</sup> U.S. Dollar Daily Interest Account

If you travel frequently to the United States, or make and receive payments in U.S. dollars, a U.S. Dollar account is convenient and can save you money by avoiding foreign exchange costs.

### Interest

The interest rate varies based on the balance in your account. Interest is paid on the portion of the daily closing balance within the specific tier. It is calculated daily and paid monthly.

### Account Feature

- U.S. Dollar drafts.

The following electronic banking services are available for this account:

- Scotiabank ABM: Balance inquiry;
- *Scotia OnLine*: Account balances and details, transfers to Scotiabank, Scotia McLeod Investing (SMI) and iTRADE accounts;
- Mobile banking: Account balances and details, transfers to other Scotiabank accounts; Mobile Cheque Deposits for U.S. Dollar cheques;
- *TeleScotia*: USD and CAD transfers to other Scotiabank accounts, balance inquiry.

U.S. coin is not accepted for deposit or foreign exchange. U.S. cash is subject to availability.

All service fees referenced in this brochure in connection with this account are payable in U.S. dollars when applied to services on the U.S. Dollar Daily Interest Account.

If a cheque drawn on this account is negotiated at a financial institution outside Canada, that institution may charge a fee which will be deducted from the account.

*A deposit to this account does not constitute a deposit that is insured under the Canada Deposit Insurance Corporation (CDIC) Act.*

**Note:** For additional information on services and charges relating to this account, please refer to the Chart on page 22 and the “Other Banking Services and Fees” section in this booklet.

## *Scotia*<sup>®</sup> Euro Daily Interest Savings Account

At this time, a *Scotia* Euro Daily Interest Savings Account is only accessible from your branch of account. Only teller-assisted deposit and withdrawal transactions conducted at the branch your account is opened are allowed for this account (a “Permitted Transaction”). ABM, telephone and Internet banking services, direct payment transactions, bill payments, cheque-writing privileges, overdraft protection and any other service or transaction that is not a Permitted Transaction are not allowed on this account.

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A deposit to this account does not constitute a deposit that is insured under the *Canada Deposit Insurance Corporation (CDIC) Act*.

Euro coin is not accepted for deposit or foreign exchange.

### Interest

The interest rate varies based on the balance in your account. The interest rate for a tier is applied to the portion of the total daily closing balance that falls within the specific interest rate tier. Interest is calculated daily and paid monthly.

### Service fees

- All service fees referenced in this booklet will be converted to and are payable in Euros when posted to your *Scotia* Euro Daily Interest Savings Account.

### Recordkeeping options

- Passbook - No Charge.

The passbook can only be updated at the branch the account was opened.

Mobile Cheque Deposit is not available for this account.

Note: For additional information on services and charges relating to this account, please refer to the Chart on page 22 and the “Other Banking Services and Fees” section in this booklet.

Savings Accounts – At a Glance	High Interest Savings Accounts		Foreign Currency Savings Accounts	
	<i>Scotiabank Momentum<sup>PLUS</sup></i> Savings Account  (page 17)	<i>Money Master<sup>®</sup></i> Savings Account  (page 19)	U.S. \$ Daily Interest Account  (page 20)	Euro Daily Interest Savings Account  (page 20)
<b>Core Account Features &amp; Fees</b>				
Monthly Account Fee	Free	Free	\$1.00 U.S.	€ 1.00
Seniors' Discount (credit to Monthly Account Fee)	Not applicable	Not applicable	(\$1.00 U.S.)	(€ 1.00)
Monthly account fee waiver with minimum daily closing balance maintained for the entire month	Not applicable	Not applicable	\$200.00 U.S.	€ 200.00
No. of debit transactions (any type, unless specified) included in the monthly fee	Unlimited self-service transfers <sup>1</sup>	Unlimited self-service transfers <sup>1</sup>	2	2 teller-assisted
Charge for each debit transaction (any type, unless specified) over the monthly limit	\$5.00 <sup>1</sup>	\$5.00 <sup>1</sup>	\$1.25 U.S.	€ 1.25
Eligible deposit for <i>Canada Deposit Insurance Corporation</i> (CDIC) coverage	Yes	Yes	No	No
<b>Monthly Recordkeeping Options &amp; Fees</b>				
Paperless	Free	Free	Free	Not available
Paper Statement	Not available	\$2.25	Free	Not available
Paper Statement with Cheque Image Return	Not available	Not available	\$2.50 U.S.	Not available
Passbook	Not available	Not available	Not available	Free
<b>Recordkeeping Related Services &amp; Fees</b>				
Each Passbook Statement (automatically generated after 50 transactions have been processed without a passbook update)	Not applicable	Not applicable	\$2.00	\$2.00
View each electronic image of cleared cheque (free with Paperless recordkeeping option)	Not available	\$1.50	Not available	Not available
Each bill payment history or mini statement at ABM	Not available	\$0.75	Not available	Not available
<b>Other Banking Services/features &amp; Fees**</b>				
Access fee for each withdrawal at non-Scotiabank ABM ( <i>Interac</i> )	Not available	\$1.50	Not available	Not available
Mobile Cheque Deposit	Free	Free	Free	Not available
Access fee for each ABM cash withdrawal at Visa* or PLUS* System (within Canada & U.S)	Not available	\$3.00	Not available	Not available
Access fee for each ABM cash withdrawal at Visa* or PLUS* System (outside Canada & U.S)	Not available	\$5.00	Not available	Not available
Each assisted telephone transaction	Free	Free	Not available	Not available
<i>Scotia</i> InfoAlerts	Free	Free	Free	Not available
Each <i>Interac</i> e-Transfer	Not available	\$1.00	Not available	Not available
Each Cross Border (NYCE) Debit	Not available	\$1.00	Not available	Not available
Each cash withdrawal at another Financial Institution using your <i>ScotiaCard</i> with Visa Debit	Not available	\$5.00	Not available	Not available
Overdraft Protection fee for each month the account is overdrawn (subject to approval)	Not available	Not available	Not available	Not available

<sup>1</sup> A \$5.00 per-transaction fee applies on all debit transactions except other transfers to your other Scotiabank accounts using *Scotia Online*, *TeleScotia*, Scotiabank Mobile Banking, Scotiabank ABM, and the Customer Contact Centre, where available for that account. Transactions for which a fee will be charged include branch-assisted withdrawals and transfers, ABM withdrawals, direct payment purchases, bill payments, pre-authorized payments, and cheque withdrawals, where available for that account. \*\*In addition to the account debit transaction fee, where applicable. **For additional information, please refer to the "Other Banking Services and Fees" section in this booklet.**



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# Other Banking Services and Fees

While our accounts and special feature plans include a variety of banking services in the monthly fee, you may occasionally need other banking services. When the services you need are not included in the account package, there is a fee for these services. We don't want you to be surprised when you receive your statement, update your passbook or come into one of our branches when you need any of these services so we're listing them here for you.

If you change your account in the middle of a month to an account with a different fee structure, all the transactions in your account during that month (including those that happened before the change) will be subject to the fees charged to the account type you have at the end of that month.

The fees applicable to U.S. dollar accounts or Euro accounts are in U.S. dollars or Euro currency, respectively. Internal Branch debit transactions (e.g., Scotiabank mortgage, SPL payments, Safety Deposit Box payment) and Scotiabank investment purchases (e.g. GICs, mutual funds) are processed free of charge.

## Cheque and Payment Processing Service Fees

### Scotiabank Cheque Certification

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- If requested by issuer	\$15.00
- If requested by non-issuer who is a Scotiabank customer	\$15.00
- If requested by non-issuer who is not a Scotiabank customer	\$25.00

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### Stop payment of cheque or pre-authorized debit

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- If details are complete	\$12.50
- If details are incomplete	\$20.00

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For each cheque in a foreign currency drawn on a Canadian Dollar account where the Canadian equivalent of the cheque amount is

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under \$1,000	\$10.00
\$1,000 and over	\$15.00

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Mobile Cheque Deposit No charge

Cheque processed on your account where your account and bank identification numbers are not fully MICR-encoded \$5.00

Cheque or other debit item drawn against your account that is returned as Non-sufficient funds (NSF) in your account: \$48.00

Each cheque or pre-authorized debit deposited and subsequently returned (for third party items deposited to your account) No charge

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**Teller-handled bill payment***(not applicable for payments to the Canada Revenue Agency (CRA) or Federal Government)*

Processed through a Scotiabank account	No charge (debit transaction fee applies)
Paid in cash or by cheque drawn on another Financial Institution	\$3.00
Processing postdated deposit*	\$5.00 per deposit
Processing mailed-in deposit	\$2.00 per deposit

\* *A postdated deposit received by mail is subject to the \$5.00 fee only.***Personalized Cheques**

Prices for personalized cheques on accounts that offer chequing services vary depending upon the style and quantity. Details are available at your branch. Please note that cheques are subject to applicable taxes.

**Fees for Other Recordkeeping and Searches**

If you need help updating your personal banking records in addition to passbook and statement services, we provide the following services:

**Service fees**

Balance inquiry	No charge
Passbook update at selected Scotiabank ABMs	No charge
Each in-branch record of activity in your account since last statement/passbook update	\$1.00
Letter(s) or forms(s) prepared at customer's request	\$30.00 per hour (\$15.00 minimum plus applicable taxes)
Each copy of account statement you request	\$5.00
Each Paper Statement mailed to branch for pick-up	\$5.00
Each advice of transaction sent by mail or fax	\$5.00

If you ask us to retrieve an image (front and back) of a cheque cleared through your account, the cheque image retrieval fees are as follows:

- If your request is within 90 days from the date the cheque was posted to your account	\$3.00 per cheque image
- If your request is after 90 days from the date the cheque was posted to your account	\$5.00 per cheque image

If you ask us to search our records for any transaction or item not listed above or if we are required to respond to a legal search warrant by a third party about your transactions, the fees are as follows:

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- If the request is no more than 90 days from the date of the transaction	\$10.00 per item
- If the request is <i>after</i> 90 days from the date of the transaction	\$30.00 per hour per employee (minimum \$15 charge)

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## Transfers

Each automatic pre-arranged transfer of funds between your Scotiabank personal Canadian Dollar deposit accounts (debit transaction fee applies)

No charge

Each manually processed pre-arranged transfer of funds between your Scotiabank personal deposit accounts (debit transaction fee applies)

\$1.50

Each transfer by branch staff between your Scotiabank personal deposit accounts due to telephone/fax/mail request, or to cover cheques (debit transaction fee applies)

\$4.50

Optional advice

\$5.00

Transferring a Scotiabank account balance to another financial institution

\$20.00

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## Incoming Wire Transfers\*

Incoming Wire Transfer identified as a Pension Payment in the payment message: \$1.50 per transfer\*\*

All other Incoming Wire Transfers: \$15.00 CAD/USD per transfer\*\*

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\* For funds coming into Scotiabank Canada, use swift code: NOSCCATT. If funds are coming into Scotiabank US, use swift code: NOSCUS33. Scotiabank's Routing number is: 026002532.

For the SWIFT code for Scotiabank in any other country, do a search on SWIFT code on the <http://www.scotiabank.com/> and select the appropriate country under the search results.

A SWIFT or BIC (Bank Identifier Code) is used when transferring money between banks, usually for international transfers.

IBAN (International Bank Account Number) is used in addition to the BIC code in some European countries. Scotiabank does not have an IBAN code, providing the appropriate SWIFT code /branch address is sufficient for International outgoing Wire transfers. The sender of the payment should obtain the correct IBAN code for the recipient of the outgoing transaction.

The Routing Number identifies the specific financial institution responsible for the payment of a negotiable instrument. Note the Routing number is not the same thing as an IBAN code.

\*\* All fees are charged in the currency of the account.

## Overdraft Protection

If you want the peace of mind of knowing your payments are covered when you have a temporary cash shortfall, then you should consider applying for Overdraft Protection. It is available on all bank accounts except *Getting There Savings Program* for Youth, *Scotia U.S. Dollar Daily Interest Account*, *Scotia Euro Daily Interest Savings Account*, *Money Master Savings Account* and *Scotiabank Momentum<sup>Plus</sup> Savings Account*. The Overdraft Protection Agreement is provided on page 59 of this booklet. The service fees and interest rates are listed here.

### Service fees & interest

- No monthly fee if the account does not go into overdraft;
- A \$5.00 Overdraft Protection fee applies each month in which your account is overdrawn a day or more. This fee is waived if the Overdraft Protection is approved under the *Scotia Total Equity*® Plan;
- Interest payable on overdrawn balances is calculated daily on the daily closing overdrawn balance at 21% per annum, charged monthly;
- A \$5.00 handling fee applies for each item paid while your account is overdrawn more than the pre-authorized limit.

### Effective Date

The Overdraft Protection will be available for use, effective the approval date. If the Overdraft Protection is approved under the *Scotia Total Equity*® Plan, then it will be available from the funding date of the Plan.

### Repaying your Overdraft Protection

You must bring accounts in overdraft to a positive balance at least once every 30 days.

## Overdrafts granted in absence of Overdraft Protection (Ad-hoc coverage of Overdraft)

From time to time, at our sole discretion, we may allow your account to be overdrawn even though you do not have Overdraft Protection (Ad-hoc coverage of Overdraft). We may use and collect from credit bureaus credit information about you in order to decide whether to grant you an Ad-hoc overdraft. Any Ad-hoc overdraft balance is payable in full immediately.

### Interest

Interest is calculated daily on the daily closing Ad-hoc overdraft balance at 21% per annum, and charged monthly.

### Service fees

In addition to normal transaction fees, a \$5.00 handling fee applies for each item which places your account in an Ad-hoc overdraft position and for each additional item that is paid while an Ad-hoc overdraft balance is outstanding.

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## Inactive Accounts

Inactive Account Notices will be mailed to you after two, five and nine years of inactivity. Following are the Inactive Account Fees charged after each applicable period of inactivity:

After 2 year notice of inactivity (excluding *Money Master* and *Scotiabank Momentum<sup>PLUS</sup>* Savings Account) \$20.00

After 3 years of inactivity \$20.00

After 4 years of inactivity \$20.00

After 5 year notice of inactivity \$30.00

After 6 years of inactivity \$30.00

After 7 years of inactivity \$30.00

After 8 years of inactivity \$30.00

After 9 year notice of transfer to the Bank of Canada \$40.00  
(Transfer to the Bank of Canada after 9 years of inactivity does not apply to U.S. dollar and Euro currency deposits)

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## Account Closing

Account closed within 90 days of opening<sup>1</sup> \$20.00

<sup>1</sup> *Customers who open an account by telephone have 14 business days in which to close the account without incurring this fee*

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## General Fees

Each draft, Canadian & US Dollar \$7.50

Foreign currency items negotiated (clean bills, cheques, money orders, drafts, transfers etc.) \$2.00 per item

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## Safety Deposit Boxes

Type	Code Letter	Size (inches)	Annual Fee**
Small	A	1.5 x 5 x 24	\$55.00
Medium	B	2.5 x 5 x 24	\$75.00
		3.25 x 5 x 24	\$75.00
		3 x 5 x 24	\$75.00
Large	C	2.5 x 10.375 x 24	\$125.00
		5 x 5 x 24	\$125.00
Extra Large	D	5 x 10.375 x 24	\$250.00
		5 x 10 x 24	\$250.00
Super Large	E	10 x 10.375 x 24	\$350.00

## Other Fees

Key Replacement:	\$25.00
Lock Drilling:	\$200.00

*\*\* Plus GST, HST, QST as required by Federal and Provincial legislation. Scotiabank's GST/HST Registration Number is R105195598 and the QST number is 1000042508.*

## Additional Rewards

### Bank The Rest® savings program

Each time you buy something with your *ScotiaCard*, we'll round your purchase to the nearest multiple of \$1.00 or \$5.00 and transfer the difference from this account to your linked *Money Master Savings Account*.

### Service fees

- No charge.

### SCENE® Rewards

Earn SCENE points on ALL your everyday debit purchases with a SCENE *ScotiaCard* debit card.\*\*

- Earn 1 SCENE point for every \$5 in debit purchase transactions using your SCENE *ScotiaCard*® debit card at any merchant;
- Earn 1 SCENE point for every \$1 spent using your SCENE *ScotiaCard* debit card at participating Cineplex Entertainment® theatres\*;
- Now you can earn and redeem SCENE points at these great restaurants with your SCENE membership card^: Swiss Chalet, Harvey's, Montana's, Milestones, Bier Markt, East Side Mario's, Kelsey's and Fionn MacCool's. Visit [scene.ca/dining](http://scene.ca/dining) to learn more.

\* *Maximum 300 points per transaction. Maximum 600 points per day.*

\*\* *In the event of a return and/or exchange of any purchase for which SCENE points were allocated, SCENE points will be deducted automatically from your SCENE membership account.*

®\* *Registered trademark of SCENE IP LP, used under license.*

®^ *Registered trademark of Cineplex Entertainment, used under license.*

^^ *You can earn and redeem SCENE points with your SCENE membership card at participating Swiss Chalet, Harvey's, Montana's, Milestones, Bier Markt, East Side Mario's, Kelsey's, Fionn MacCool's, D'Arcy McGee's, Paddy Flaherty's, and Tir nan Óg restaurants (the "CARA Restaurants"). In order to earn or redeem SCENE points with your SCENE membership card, you must provide your membership number by presenting your membership card at the time of payment. You will earn 1 SCENE Point for every \$3.00 spent on the purchase of food and beverages (excluding alcohol where required by law) at participating CARA Restaurants, less all taxes, gratuities and service or delivery charges. You may redeem 1,000 SCENE Points to receive \$10.00 off your bill (excluding alcohol), less all taxes, gratuities and service or delivery charges, to a maximum of \$350.00. Offers are not available for online or telephone orders. Only one SCENE membership card per check. Servers must be notified before ordering when multiple SCENE membership cards are to be used per table. SCENE membership cards are limited to earning SCENE Points on a maximum of three (3) transactions per day across all participating CARA Restaurants. Please visit [www.scene.ca/dining](http://www.scene.ca/dining) for Terms and Conditions and a list of participating restaurants.*

### Scotia Rewards

Earn *Scotia Rewards* points on all your everyday purchases with a Passport *ScotiaCard*. You'll get 1 *Scotia Reward* point for every \$5 in debit purchases you make at any merchant. Refer to full product Terms & Conditions on Page 52.

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## Service fees

- No charge.

## Self-Service Banking

Online banking, mobile banking, Scotiabank ABMs\* and telephone banking offer you the convenience of paying bills, checking your balance and transferring funds to other Scotiabank accounts anytime you choose.

These options can help you cut down on your banking fees. Linking your accounts to your Scotiabank credit and debit card can make these fee-saving options available to you. Simply visit your branch to obtain your *ScotiaCard* banking card - and then start taking advantage of these easy ways to cut your fees down to size.

To use a service described in this section, you must agree to the Digital Access agreement which will be presented to you when you register for such service.

\* Extra features such as deposits, bill payments, account balances, account transfers, balance transfers, additional languages, etc, are only available at Scotiabank Branch ABMs

### *Scotia OnLine*® Financial Services††

Banking online with *Scotia OnLine* Financial Services gives you control of your money so you can bank on your time, conveniently and securely. All you need is your Scotiabank debit or credit card number and password or your Username and online banking password to connect with your accounts from anywhere you have Internet access.

To activate *Scotia OnLine*, visit [www.scotiaonline.scotiabank.com](http://www.scotiaonline.scotiabank.com)

†† Online banking capability requires a personal computer, modem and Internet access. Excludes any fees charged by your Internet service provider.

### Scotiabank Mobile Banking†††

Bank conveniently and securely anytime, anywhere with Scotiabank mobile banking. We offer mobile apps and browser banking so you can access your accounts in the manner that suits you best. All you need is your Scotiabank debit or credit card number or your Username and online banking password.

#### App banking†††

Visit Apple's App Store®<sup>1</sup> Google Play™ or BlackBerry® World® and search for "Scotiabank" to download the Scotiabank Mobile App.

#### *My Mobile Wallet*

Turn your Android smartphone into your wallet with *My Mobile Wallet*. Securely add all your debit, credit and prepaid cards to your smartphone. Simply wave your smartphone over the point-of-sale terminal to pay. No need for plastic card or signature. Visit [scotiabank.com/mymobilewallet](http://scotiabank.com/mymobilewallet) for information.

#### Loyalty Cards

Store your loyalty cards right on your smartphone to collect and redeem points without carrying your wallet. Access and collect points without carrying your wallet. Store your loyalty cards right on your phone with the Scotiabank mobile banking app and *My Mobile Wallet*. Visit [scotiabank.com/loyalty](http://scotiabank.com/loyalty) for more information.

## eReceipts

Store, access and organize your receipts right on your phone and make returns and business expense tracking easy. Visit [scotiabank.com/ereceipts](http://scotiabank.com/ereceipts) for information.

### Scotiabank gives you choice with Mobile Wallets:

#### Apple Pay

A smart way to pay with your eligible Scotiabank debit and credit cards. Simply add your Scotiabank debit, credit or prepaid cards to the iOS Wallet app available in the App Store. Visit [scotiabank.com/applepay](http://scotiabank.com/applepay) for details.

#### Android Pay

Pay securely and conveniently by making on-the-go payments quick on your Scotiabank debit, credit and prepaid cards by downloading Android Pay from Google Play. Visit [scotiabank.com/androidpay](http://scotiabank.com/androidpay) for details.

#### Browser banking<sup>\*\*\*</sup>

Browser banking offers core mobile banking features in a format accessible to most devices. Simply go to [mobilebanking.scotiabank.com](http://mobilebanking.scotiabank.com).

<sup>\*\*\*</sup> Mobile banking capability requires an Internet-enabled mobile device. Your wireless carrier's standard text messaging and data charges apply, as defined by your service plan with your carrier.

<sup>®†</sup> Trademarks of Apple Inc., registered in the U.S. and other countries.

<sup>™</sup> Google Play is a trademark of Google Inc. Use of this trademark is subject to Google Permissions.

<sup>®</sup> BlackBerry World is the trademark or registered trademark of BlackBerry Limited, the exclusive rights to which are expressly reserved. The Bank of Nova Scotia is not affiliated with, endorsed, sponsored, or otherwise authorized by BlackBerry Limited.

### Scotia<sup>®</sup> InfoAlerts

Receive notifications directly to the Scotiabank Mobile App, by email, or text message with *Scotia* InfoAlerts. Be notified about account-related activities such as balances, transactions, credit limits and more. Choose from over 20 different alert types. To learn more on how to register, visit [www.scotiabank.com/infoalerts](http://www.scotiabank.com/infoalerts)

#### Service fees

- Scotiabank offers InfoAlerts at no charge. You are responsible for any fees of any kind whatsoever imposed by your mobile service provider and internet service provider.

### Scotiabank Automated Banking Machines (ABMs)

Whether you're running around town or around the world, your *ScotiaCard* banking card is the key to convenient access to your money. There are nearly 3,600 Scotiabank ABMs located across Canada, including at 7-Eleven, Couche-Tard and Quickie convenience stores, Cineplex Theatres, and offsite merchants<sup>\*\*\*</sup>.

### Multilingual Options

At Scotiabank ABMs, the choice is yours. In addition to English and French, we now offer simplified and traditional Chinese and Spanish at our Scotiabank Branch ABM locations. Scotiabank Branch ABMs and ABMs located in 7-Eleven stores also provide audio in both English and French.



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## Cashback feature

- No holds on cheques deposited at Scotiabank ABMs, up to a pre-authorized limit;
- No holds on cash deposited at Scotiabank envelope-free ABMs;
- No additional charge to you and must be set up on your *ScotiaCard* banking card at a branch or by calling 1-800-4SCOTIA (1-800-472-6842).

## Global ATM Alliance Fee Waiver<sup>2</sup>

Scotiabank is a founding member bank of the Global ATM Alliance. *ScotiaCard* banking card customers travelling outside Canada can withdraw cash from ATMs belonging to member banks of the Global ATM Alliance without being charged any access fees.

At the time of publication, member banks include Bank of America in the United States, BNP Paribas in France, Barclays in the United Kingdom, Deutsche Bank in Germany, and Westpac in Australia. Countries and member banks are subject to change without notice. Please check [www.scotiabank.com](http://www.scotiabank.com) for an up-to-date list of member banks before you travel.

## Access Fees for Shared ABM Services

(using banking machines on the *Interac*, Visa\* or PLUS\* systems)

For cash withdrawals from a day-to-day bank account (chequing or savings) using a *ScotiaCard* banking card and PIN:

- *Interac* (Canada Only): \$1.50<sup>1</sup>;
- Visa\* or PLUS\* System (U.S. Only): \$3.00<sup>1</sup>;
- Visa\* or PLUS\* System (Outside Canada and the U.S.): \$5.00<sup>1</sup>.

\*\* Scotiabank ABMs at 7-Eleven, Couche-Tard, and Quickie convenience stores, Cineplex Theatres, and offsite merchants can only perform cash withdrawals, and only offer services in English and French.

<sup>1</sup> Self-service debit transaction fee also applies if transaction is not covered by your account plan.

<sup>2</sup> By "Access Fee Waiver" we mean Scotiabank will waive the international ABM/ATM access fee and the alliance member bank will waive any terminal convenience or usage fees for any withdrawal transactions performed at Global ATM Alliance machines with your *ScotiaCard* banking card. All other transaction fees will continue to apply. All regular account fees continue to apply.

## TeleScotia<sup>®</sup> Telephone Banking Service

*TeleScotia* telephone banking is available toll-free across North America by calling:

1-800-267-1234 (English)

1-800-575-1212 (French)

Register by selecting the appropriate menu prompt when you call *TeleScotia* telephone banking. You will be asked to select an access code, which you will use with your *ScotiaCard* banking card number to log into the system.

Representatives are available to assist with your transactions 24 hours a day, 7 days a week.

## Interac<sup>+</sup> e-Transfers

You can send and request money quickly and securely using an *Interac* e-Transfer to anyone with a Canadian bank account<sup>\*\*\*</sup>. All you need to know is their email address.

You can also register your e-mail address and associated bank account for Auto-Deposit, and when *Interac* e-Transfers are sent to you, the funds will be automatically deposited to your bank account. Visit [www.scotiabank.com](http://www.scotiabank.com) to learn more.

### Service fees

- \$1.00 per transfer (2 free per month on selected accounts);\*\*
- Each transaction will count towards your monthly transactions as specified in your account plan and all regular account fees will apply;
- *Interac* e-Transfers are free for the Student Banking Advantage Plan.

*\*\*Only the first 2 Interac e-transfers you make each month through Scotia Online or Scotiabank Mobile (using your Android™ phone, or iPhone or iPad mobile devices) are free. Unused free Interac e-transfers cannot be carried forward to subsequent months.*

*\*\*\* Service fees, in addition to regular debit service fees, apply. To receive an e-Transfer immediately, the recipient must bank online with a participating bank. Otherwise, their account must be with a Payments Canada member financial institution, and they may experience a delay and be charged a service fee when receiving the funds.*

### Shop online and worldwide with your ScotiaCard with Visa\*Debit!

Shop online, by mail or telephone order with a *ScotiaCard* with Visa Debit anywhere you see the Visa or Visa Debit symbol (**VISA\***) at the online checkout and your purchase comes directly out of your preselected bank account! It's that easy! Visit [www.scotiabank.com/visadebit](http://www.scotiabank.com/visadebit) to learn more.

Look for the Visa symbol (**VISA\***) when shopping in the United States or internationally and you can use your *ScotiaCard* with Visa Debit to pay for purchases directly from your bank account. There are no additional transaction fees for using Visa Debit!

Note: Transactions will default to your preselected bank account on purchases made with Visa Debit.

### Service fees

Each transaction will count towards your monthly transactions as specified in your account plan and all regular account fees will apply. Note: *Interac* e-Transfers are free for the Student Banking Advantage Plan.

### Cash Disbursements for ScotiaCard with Visa Debit

Use your *ScotiaCard* with Visa Debit to request a cash withdrawal at another Financial Institution (if available) within or outside Canada. The funds will be withdrawn directly from the account you set up as “Chequing” for making *Interac* purchases.

### Service fees

- \$5.00 per transaction;
- Each transaction will count towards your monthly transactions as specified in your account plan and all regular account fees will apply.

<b>Features – At a Glance</b>	<i>Scotia OnLine</i>	Mobile Banking (D2D and Small Business Accounts)	ABM*	<i>TeleScotia</i>
Withdraw cash			✓	
Make deposits		✓	✓	
Change your PIN			✓	
Create or Reset your Scotia Online/Mobile banking password	✓	✓		
Check account balances	✓	✓	✓	✓
Re-order cheques	✓		✓	✓
24 months of account history	✓	✓		
Obtain a payment history of last 10 bills paid	✓	✓	✓ service charge of 0.75\$ applies	✓
Obtain a mini- statement			✓ service charge of 0.75\$ applies	
View electronic images of cheques	✓ Paperless option: Free Basic Banking Account & Student Account: Free All other options: \$1.50 fee	✓ Paperless option: Free Basic Banking Account & Student Account: Free All other options: \$1.50 fee		
Update your passbook			✓	
Bill payments	✓	✓	✓	✓
View bills	✓	✓	✓ Bill Payment List only	
Add/edit payees	✓	✓		✓
Transfer funds between accounts	✓	✓	✓	✓
Send and receive <i>Interac</i> e-Transfers (add/edit recipients)	✓	✓		
Send Western Union** Money Transfers	✓	✓		
Purchase Scotia GICs & Scotia Mutual Funds	✓			
Apply for a mortgage	✓			
Make mortgage payments	✓	✓		✓
Check mortgage balances	✓	✓	✓	✓
Apply for Scotiabank credit card, line of credit or limit increase	✓	✓		
View investment account details/Summary	✓	✓	✓	
Set up <i>Scotia</i> InfoAlerts (standard wireless carrier charges apply)	✓	✓		
Register for Mobile Banking	✓	✓		
Set up Travel Notifications for your credit cards	✓	✓		
Download Quicken§, QuickBooks, Microsoft Money*** & Simply Accounting***	✓			
No access fees‡*	✓	✓ Standard wireless carrier charges apply.	✓	✓
No fee for transactions covered in monthly account fee	✓	✓	✓	✓

§ Quicken, QuickBooks, are registered trademarks of Intuit Inc.

\* Extra features such as bill payments, account balances, account transfers, balance transfers, additional languages, etc, are only available at Scotiabank Branch ABMs.

\*\* Microsoft Money is a registered trademark of Microsoft Corporation.

\*\*\* Simply Accounting is a registered trademark of Sage Software Canada.

\*\* The WESTERN UNION name is owned by Western Union Holdings, Inc., and is registered and/or used in the U.S. and many foreign countries and are used with permission. Scotiabank is an authorized agent facilitating Western Union Money Transfer Services. Western Union Money Transfer fees vary based on amount sent and destination.

‡\* Each additional debit transaction not covered by monthly fee is charged as specified in individual account plan.

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# Powers of Attorney

A Power of Attorney is a legal document that you sign to give one or more persons the authority to manage your money and property on your behalf. In most of Canada, the person(s) you appoint is called an “attorney”. The person(s) you choose does not have to be a lawyer.

Among other requirements, you must be mentally capable at the time you sign any type of Power of Attorney for it to be valid. As the legal definition of mental capacity varies based on the laws in each province or territory, it may be advantageous to seek legal counsel in this regard. You also can make changes to or cancel a Power of Attorney at any time, as long as you are mentally capable.

Scotiabank can provide you with a Power of Attorney Form in the event you do not have one already. This form will only cover transactions with Scotiabank. You should be careful to ensure there is no conflict between the Scotiabank form and any other Power of Attorney you may have signed. Advice from a legal professional can be beneficial to identify whether there may be conflicts between a Scotiabank Power of Attorney form and any existing Power of Attorney you may have. However, you are not required to use this form. If you feel that you require a Power of Attorney, we encourage you to obtain one, along with guidance, from an outside source such as a lawyer or notary.

Scotiabank requires two pieces of original and current identification and specimen signature for the attorney, as well as an original or original notarized copy of an existing Power of Attorney.

Scotiabank is committed to providing its customers with the highest level of service. When a customer or attorney presents a Power of Attorney at a Scotiabank branch, it will be thoroughly reviewed. The complexity and sufficiency of the information provided to us will influence the time it takes us to review the document, but we will share the outcome of that review as quickly as possible.

More information regarding powers of attorney, including advantages and disadvantages of establishing one is available on the Government of Canada’s website:

<http://www.seniors.gc.ca/eng/working/fptf/attorney.shtml> ‘What every older Canadian should know about Powers of Attorney (for financial matters and property) and Joint Bank Accounts’.

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# Resolving Your Complaint

## Step One:

**Talk to us at your Branch or Customer Contact Centre 1800-4SCOTIA or 1-800-472-6842.**

If the person you speak to at the branch/customer contact centre is not able to resolve your concern to your satisfaction, please speak directly to a management officer, who has the authority to resolve the majority of problems that arise.

## Step Two:

**Contact the Office of the President.**

If the management officer has been unable to resolve your complaint satisfactorily, a representative of the President & CEO will be pleased to assist you.

- e-mail                    mail.president@scotiabank.com
- Mail                      The President, Scotiabank  
                                 44 King Street West  
                                 Toronto, ON M5H 1H1
- Fax                        1-877-700-0045 (in Toronto 416-933-1777)
- Telephone              English 1-877-700-0043 (in Toronto 416-933-1700)  
                                 French 1-877-700-0044 (in Toronto 416-933-1780)

## Step Three:

**Contact Scotiabank's Ombudsman.**

Scotiabank's Ombudsman has been appointed to undertake an impartial review of all unresolved customer complaints. If you have gone through the first two steps and remain dissatisfied, submit your complaint to the Ombudsman in writing.

- e-mail                    ombudsman@scotiabank.com
- Mail                      Scotiabank Ombudsman  
                                 44 King Street West  
                                 Toronto, ON M5H 1H1
- Fax                        1-866-787-7061

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## Still not satisfied?

### You may contact the Ombudsman for Banking Services and Investments (OBSI)

An independent Ombudsman has been appointed to serve the interests of customers of Canadian banks and investment firms. If you are not satisfied with our Ombudsman's response, you can refer your complaint to the OBSI. While we would expect to resolve your complaint within 90 days, if our best efforts have been unable to provide a resolution in that time, you may refer your complaint to the OBSI.

- e-mail                    [ombudsman@obsi.ca](mailto:ombudsman@obsi.ca)
- Mail Ombudsman for Banking Services and Investments  
401 Bay St. Suite 1505  
P.O. Box 5  
Toronto, ON M5H 2Y4
- Telephone            1-888-451-4519
- Website                [www.obsi.ca](http://www.obsi.ca)

### Contacting the Financial Consumer Agency of Canada (FCAC):

The FCAC supervises federally regulated financial institutions to ensure they comply with federal consumer protection laws. For example, financial institutions must provide consumers with information about fees, interest rates and complaint-handling procedures. They must also provide proper notice of closing a branch and, subject to certain conditions, must cash a federal government cheque up to \$1,500 and open a deposit account when acceptable identification is presented. If you have a complaint about such a regulatory matter, you can contact the FCAC in writing at:

- Mail Financial Consumer Agency of Canada  
6th Floor, Enterprise Building  
427 Laurier Avenue West  
Ottawa, Ontario K1R 1B9
- Telephone            English 1-866-461-3222  
French 1-866-461-2232
- Website                [www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca)

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# ScotiaCard® Cardholder Agreement

This *ScotiaCard* Cardholder Agreement sets out the terms that apply to your *ScotiaCard* banking card. It replaces all previous versions of the *ScotiaCard* Cardholder Agreement and it applies if we send or provide you with a replacement or reissue you a *ScotiaCard* banking card.

When you receive the *ScotiaCard*, select a PIN for the *ScotiaCard*, sign the reverse of the *ScotiaCard*, activate or use the *ScotiaCard*, that means you have received and read this Agreement and that you agree with, and are bound by, its terms.

## Definitions You Need to Know

**ABM(s)** means designated automated banking machine(s).

**Account** means a deposit account, credit card account, investment or brokerage or loan account you have with us that can be accessed using your *ScotiaCard*.

**Agreement** means this *ScotiaCard* Cardholder Agreement as amended, modified or replaced from time to time.

**Automated Banking Services** means the services you use and receive through the following channels where you can access your designated Accounts by using your *ScotiaCard*:

- ABMs;
- Direct Payment Terminals;
- Mobile Banking;
- Online Banking;
- Telephone Banking;
- Card Not Present Transaction channels;
- Any other automated banking channel we may offer from time to time.

**Bill Payment Company** refers to a business, company, utility company or other party that has an arrangement with Scotiabank to be a payee of bill payments through the service for which you have been registered by Scotiabank for branch or Automated Banking Services bill payment access.

**Business Day** refers to regular weekdays only and excludes Saturdays, Sundays or statutory federal holidays.

**Cardholder** means the person to whom a *ScotiaCard* has been issued by the Bank.

**Card Not Present Transaction** means an online order, mail order or telephone order transaction (including payments and other funds transfers such as refunds) using the *ScotiaCard* and whereby you provide the *ScotiaCard*, *ScotiaCard* expiry date and/or CVV2 to the authorized merchant.

**CVV2** means the three-digit security code on the back of the Card, where applicable.

**Direct Payment** refers to payments (or other funds transfers, such as refunds) made with your *ScotiaCard* using *Interac*<sup>†</sup> Debit, Visa<sup>\*</sup> Debit, NYCE, *Interac*<sup>†</sup> Flash or any other system we may designate from time to time to pay for goods or services by using your *ScotiaCard* at a Direct Payment Terminal.

**Direct Payment Terminal** means a point of sale terminal at which Direct Payments can be completed using your *ScotiaCard*.

**Electronic Signature** refers to each secret and confidential combination of numbers and/or letters selected by you, for your use, as a means of confirming your identity and authorizing transactions performed, and services accessed, by using your *ScotiaCard*. Your Electronic Signature includes, but is not limited to, your PIN and/or any other security codes such as access codes, passwords or passcodes which allow for your access to the Automated Banking Services. Reference to “Electronic Signature” throughout this Agreement refers to all Electronic Signatures that you have.

**Inactive Accounts** means those deposit Accounts having no customer-initiated transactions for 24 consecutive months.

**Interac Flash Transaction** means payments or other funds transfers (including refunds) made at a Direct Payment Terminal using an *Interac* Flash-enabled *ScotiaCard* without using an Electronic Signature.

**Mobile Banking**<sup>†††</sup> means the Scotiabank mobile banking application downloaded to your Mobile Device or [www.scotiabank.com](http://www.scotiabank.com) through the Internet browser on your Mobile Device.

**Mobile Device** means an internet-enabled smart phone or any other wireless handheld computing device that we allow you to use to access Automated Banking Services.

**Online Banking** means the Scotiabank services that can be accessed by your personal computer (and modem) through the Internet at *Scotia OnLine* ([www.scotiabank.com](http://www.scotiabank.com)).

**PIN** means the secret and confidential personal identification number you have selected for your *ScotiaCard*.

**ScotiaCard** means the *ScotiaCard* banking card, and any replacement *ScotiaCard* banking card, that we have issued to you and that has a unique card number that is:

- (i) associated with an Account(s);
- (ii) used with or without, as applicable, your Electronic Signature or Written Signature to access Automated Banking Services.

**ScotiaCard** also means the unique card number itself.



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**Telephone Banking** means *TeleScotia*® automated telephone banking, the automated brokerage telephone service or any other telephone banking services that may be offered by Scotiabank from time to time.

**Written Signature** means the written signature that you provide to authenticate yourself, and confirm receipt of, a transaction record for certain types of Direct Payments made using the Visa\* Debit functionality on your *ScotiaCard*, where applicable.

**We, our, us, Scotiabank and the Bank** means The Bank of Nova Scotia and, as applicable, any of our Canadian subsidiaries, including but not limited to Scotia Securities Inc. and Scotia Capital Inc.

**You and your** mean the person to whom we have issued a *ScotiaCard*.

**Visa Debit** refers to the payment feature on selected *ScotiaCards* that allows you to shop online and internationally and pay directly from your bank account.

### Security of Your *ScotiaCard* and Electronic Signature

Protecting the security of your *ScotiaCard* and your Electronic Signature is important. You are responsible for maintaining their confidentiality and safekeeping. This includes:

- keeping the *ScotiaCard* in your possession;
- keeping the *ScotiaCard* in a safe place and not letting anyone else use it;
- keeping the *ScotiaCard* in your sight, and taking the *ScotiaCard* and transaction record (when applicable), once a transaction at a Direct Payment Terminal or ABM is complete;
- keeping your Electronic Signature confidential and memorizing it or, if you must write it down, keep it separate from your *ScotiaCard* at all times such that they cannot be used together;
- selecting an Electronic Signature that cannot be easily guessed;
- not using an Electronic Signature that is a combination selected from your name, date of birth, telephone number(s), bank account number(s), address or social insurance number;
- taking all reasonable precautions to ensure that no one else sees or learns of your Electronic Signature when using the Automated Banking Services;
- always signing out or logging out of an Online Banking or Mobile Banking session using the applicable sign out or log out function;
- not leaving your computer or Mobile Device unattended while signed in to Online Banking or Mobile Banking;
- not voluntarily disclosing your Electronic Signature to anyone else at any time, including any family member, friend, law enforcement agency, or financial institution employee;

- not consenting to or allowing someone else to forge your Written Signature;
- not storing your Electronic Signatures on your computer or Mobile Device; and
- not using third party password generators.

You may use your *ScotiaCard*, PIN or Online Banking credentials to identify yourself to a third party, such as a government office, where this method is authorized by us and where this ability is available.

You must ensure that you regularly update your passbook and check your Account statements and balances to verify all transactions have been properly recorded. If entries do not accurately reflect your transaction activities, such as missing or additional transactions you must contact us immediately by visiting the nearest Scotiabank branch or through Telephone Banking.

### **A Lost, Stolen or Compromised *ScotiaCard* or Electronic Signature**

You will notify us immediately if:

- your *ScotiaCard* is, or you suspect that it is, lost or stolen;
- someone else has, or you suspect that someone else has, used your *ScotiaCard*, Electronic Signature or forged your Written Signature;
- your *ScotiaCard* or Electronic Signature has, or you suspect that it has, become known to someone else or has otherwise been compromised.

You may notify us by visiting the nearest Scotiabank branch or by contacting us at the telephone numbers shown at the end of this Agreement.

In addition to notifying us, you should change your Electronic Signature. For example your PIN may be changed at the nearest Scotiabank branch or at our Scotiabank ABMs that allow you to make a PIN change. Online Banking and Mobile Banking passwords or passcodes can be changed by using the applicable reset password or reset passcode function.

### **Expiry Date**

Your *ScotiaCard* has an expiry date. A new *ScotiaCard* will be re-issued to you before the expiration date on the *ScotiaCard*. You agree not to use your *ScotiaCard* after its expiry date.

### **Automated Banking Services**

Once your *ScotiaCard* is activated, you can access the Automated Banking Services by using your *ScotiaCard* and your Electronic Signature, or Written Signature where applicable. You may also use your *ScotiaCard* without the Electronic Signature or Written Signature for *Interac* Flash Transactions and Card Not Present Transactions at participating merchants. You will have the same rights and responsibilities for transactions that do not require an Electronic Signature or Written Signature as you would have had using your *ScotiaCard* and Electronic Signature or Written Signature.

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In addition to the various other Automated Banking Services you will have access to by using your *ScotiaCard*, you will be able to obtain cash advances at designated ABMs from your Scotiabank Visa\* card, your *ScotiaLine*® for business Visa\* card, your Scotiabank American Express card, your *ScotiaLine*® personal line of credit and your *ScotiaLine*® personal line of credit for students accounts if:

- Automated Banking Services access via your *ScotiaCard* to these designated Accounts has been pre-arranged;
- your Accounts are in good standing, and
- your Account credit limit will not be exceeded by doing so.

You can also use your *ScotiaCard* to access your designated investment Accounts (including your GICs and your Accounts with Scotia Securities Inc.) and brokerage Accounts with ScotiaMcLeod®, HollisWealth™ and Scotia iTRADE®\* through the Automated Banking Services.

You authorize Scotiabank to accept your instructions given through the Automated Banking Services as if you had given the instructions to us signed and in writing.

For certain purposes, when dealing with your investment Accounts, we may restrict access to some of your other Account options.

### Branch Access to Accounts

You can access your designated Accounts by presenting your *ScotiaCard* together with your Electronic Signature, your passbook, your personalized Scotiabank cheque, or such other identification as we reasonably require, at any Scotiabank branch within Canada. If you do not have a *ScotiaCard*, you will need sufficient identification to enable the branch to verify your identity and your home branch may need to be contacted to facilitate the transaction.

### Inactive Accounts

Inactive Accounts cannot be accessed through any Automated Banking Service(s). You will need to visit a branch to reactivate your access to Inactive Accounts.

### Transaction Charges & Fees

You agree to pay and we may deduct, without notice, from any of your Accounts (even if this creates or increases an overdraft) the following:

- a transaction charge at the prevailing rate (as determined by us from time to time) for each transaction for which your *ScotiaCard* has been used through the Automated Banking Services. A notice of the charges and fees is provided in the Day to Day Banking Companion Booklet and, for business Accounts, in the document called “Your Guide to Fees and Interest Schedules” provided with the Business Banking Services Agreement;

- the transaction charges or service fees imposed by other financial institutions (inside or outside Canada) for each transaction conducted through their ABMs or Direct Payment Terminals in which your *ScotiaCard* has been used. You should contact other financial institutions for information on their transaction fees or service fees they charge for using their ABMs.

### Transaction Limits

We may establish and change limits, dollar or otherwise, from time to time, that apply to your use of the *ScotiaCard* and on the various transactions which may be available through the services, without prior notice to you. Cumulative limits currently in effect are:

- Limits for ABM cash withdrawals or cash disbursements from your bank Accounts and advances from your credit card Accounts, by using your *ScotiaCard* are as indicated on your *ScotiaCard* Banking Access Enrollment/Maintenance Form;
- Direct Payment limits and the Cashback limit are as indicated on your *ScotiaCard* Banking Access Enrollment/Maintenance Form.
- ABM Deposit Limits
  - \$99,999 per transaction
- ABM transfer and ABM bill payment limits
  - \$100,000 and \$49,999 per day respectively
- Online Banking, Mobile Banking, *TeleScotia* Telephone Banking transfers
  - \$100,000 limit for transactions between Accounts in the same currency.
  - \$10,000 CAD daily limit for cross-currency transfers (currently unavailable on mobile banking).
- Online Banking, Mobile Banking, *TeleScotia* Telephone Banking bill payments
  - \$49,999 per transaction
- *Interac* Flash
  - up to \$100 per transaction at authorized merchants.
- Electronic Transfer Limit
  - as indicated on your *ScotiaCard* Banking Access Enrollment/Maintenance Form.
- Online Purchase Limit (includes Card Not Present Transactions, Visa Debit online transactions and *Interac* Online transactions)
  - as indicated on your *ScotiaCard* Banking Access Enrollment/Maintenance Form.

All fees and limits for Western Union money transfers or foreign currency transfers can change from time to time and can be viewed at Online Banking.

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## Transaction Records/Confirmation Numbers

At the completion of each Automated Banking Services and branch transaction, you will be given a transaction record, unless otherwise requested, or you will be provided with a reference number. If your *ScotiaCard* is used for a Direct Payment or Card Not Present Transaction, we may arrange for a third party, such as a merchant, to give you the transaction record. For some Direct Payment transactions you will need to provide your Written Signature on the transaction record.

You agree that cheques or any other form of debit voucher transaction performed through any Automated Banking Services, at any Scotiabank branch other than at the branch where you maintain your Account(s), will not be returned to you, but rather a description of the transaction only (e.g. cheque, debit voucher or debit memo) will be reflected in your monthly statement or passbook.

### *Interac Flash - Description*

**Interac Flash** is a feature available on your *ScotiaCard* that enables Cardholders to use the *ScotiaCard* to pay for small purchases, up to \$100 at select merchants, by holding your *ScotiaCard* over a Direct Payment Terminal that supports *Interac Flash*. You do not have to insert your *ScotiaCard* or enter a PIN.

**Note:** If your *ScotiaCard* was issued before March 2013, your maximum purchase limit is \$50 at most merchants and \$100 at gas stations. Should you exceed the maximum amount at any merchant, you will be prompted for your PIN in order to complete the transaction. *Interac Flash* Transactions are only for the payment of goods and services – “cashback” transactions are not permitted.

### *Interac Flash - Enabling and Opting Out*

**When you are first issued a *ScotiaCard* with *Interac Flash* enabled, this feature will be activated the first time you conduct a successful PIN transaction at a Direct Payment Terminal, at an ABM or a branch.**

You must have a pre-selected chequing Account linked to your *ScotiaCard* for *Interac Flash* to be enabled. If you requested to have the *Interac Flash* enabled on your current *ScotiaCard* any replacement *ScotiaCards* will also have the *Interac Flash* feature enabled.

**You can have *Interac Flash* disabled on your *ScotiaCard* by contacting the Scotiabank Call Centre at 1-800-4SCOTIA or by visiting your nearest branch.** If you request to have the feature disabled, any replacement *ScotiaCards* issued after the request will also have the *Interac Flash* feature disabled.

You may request to have the *Interac Flash* feature enabled at any time through the same contact methods. There is no charge to have the *Interac Flash* feature added to, disabled or enabled on your *ScotiaCard*.

## Visa Debit

For *ScotiaCard* debit cards that have Visa Debit functionality, Visa Debit transactions will be processed through the pre-selected chequing Account linked to your *ScotiaCard*.

## Liability

### 1. Your Liability

Reference to the *ScotiaCard* below also includes use of the *ScotiaCard* with Electronic Signature or Written Signature, as applicable.

- a) You are responsible for all debts, withdrawals, deposits, transactions, advances, other Account activity and losses resulting from:
- all authorized transactions which means transactions in which the *ScotiaCard* was used by you or by persons to whom you have made your *ScotiaCard* available or who received possession of your *ScotiaCard* with your consent;
  - any error or fraudulent use of the *ScotiaCard* by you, or authorized by you, including any errors or fraudulent or worthless deposit or other transaction using the Automated Banking Services;
  - failing to comply with your obligations to protect your *ScotiaCard* and Electronic Signature as described in the section above entitled “Security of Your *ScotiaCard* and Electronic Signature” or if you did not otherwise take reasonable steps that could have prevented the loss;
  - failing to notify us immediately if you become aware that your *ScotiaCard* or Electronic Signature has been lost, stolen or compromised (as described in section entitled “Lost, Stolen or Compromised *ScotiaCard* or Electronic Signature” above);
  - any other unauthorized use of the *ScotiaCard* to which you have contributed and is not otherwise exempted under a provision of this Agreement; and
  - any other failure by you to comply with the terms of this Agreement.
- b) You are not liable for losses resulting from:
- technical problems and other system malfunctions;
  - errors, fraud or negligence caused by us;
  - unauthorized transactions after the *ScotiaCard* has been reported to us as lost, stolen or compromised;
  - unauthorized transactions after the *ScotiaCard* is cancelled or expired;
  - unauthorized transactions, where you have unintentionally contributed to such use, provided that you notify us immediately upon becoming aware of the transaction and fully co-operate in any subsequent investigation (the

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word “unintentionally” in this clause excludes any non-compliance with your obligations under the “Security of Your *ScotiaCard* and Electronic Signature” section of this Agreement); and

- transactions using your *ScotiaCard* where it can be shown that you have been the victim of fraud, theft, trickery, force or intimidation provided that you notify us promptly of the incident, fully cooperate in any subsequent investigation and provided that you have not contributed to the loss.
- c) Your liability will not exceed the established transaction limits (including daily and weekly limits) for the applicable Automated Banking Services, however your liability may exceed the actual or available funds in an Account. This may occur, for example, if an Account has a line of credit or overdraft protection or is linked with another Account or multiple other Accounts (for example another banking Account or a credit Account).
- d) Where you are liable for the transactions on your Account(s) pursuant to the terms and conditions described in this “Your Liability” section, you understand that this liability is in addition to any liability for those transactions that you have under any credit agreements (including the Revolving Credit Agreement) and other banking agreements that apply to your Accounts.

## **2. Our Liability**

WE ARE NOT LIABLE TO YOU FOR ANY DELAY, LOSS, DAMAGE OR EXPENSE THAT YOU INCUR OR ANY INCONVENIENCE WHICH RESULTS FROM OUR PROVIDING OR FAILING TO PROVIDE ANY SERVICE, EXCEPT WHERE SUCH LOSSES RESULT FROM:

- WILLFUL MISCONDUCT OR GROSS NEGLIGENCE BY THE BANK;
- ERRORS, TECHNICAL PROBLEMS OR SYSTEM MALFUNCTIONS FOR WHICH THE BANK IS SOLELY RESPONSIBLE.

ALSO, WE ARE NOT RESPONSIBLE FOR YOUR ACTS OR OMISSIONS OR THOSE OF ANY THIRD PARTY. FURTHERMORE, THE BANK SHALL IN NO WAY BE LIABLE FOR ANY ACCIDENT, ACT OF AGGRESSION, THEFT, LOSS OR DAMAGE YOU MAY SUFFER WHILE USING AUTOMATED BANKING SERVICES OR OTHER SERVICES, WHETHER YOU ARE ON BANK OR OTHER PREMISES.

TO THE EXTENT THAT WE MAY BE LIABLE TO YOU, WE WILL ONLY BE LIABLE FOR DIRECT DAMAGES. TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT WILL WE BE LIABLE TO YOU FOR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS, LOST OR DAMAGED OR CORRUPTED DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES ARISING OUT OF OR RELATED TO YOUR USE OF ANY SERVICE, HOWEVER

CAUSED AND REGARDLESS OF THE BASIS OF THE CAUSE OF ACTION INCLUDING, BUT NOT LIMITED TO, CONTRACT OR TORT (INCLUDING NEGLIGENCE, STATUTE OR ANY OTHER CAUSE OF ACTION) AND EVEN IF YOU HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

OUR LIABILITY IS SUBJECT TO THE LIMITATIONS SET FORTH IN THIS SECTION AND IN ANY OTHER SECTION OF THIS AGREEMENT.

We are not liable to you if an ABM or if a store, retailer or merchant does not accept your *ScotiaCard* at any time or if you cannot use your *ScotiaCard* or your Electronic Signature at any time or for any reason, including if we cancel or temporarily deactivate your *ScotiaCard* or decline to authorize a transaction because we have detected activity in your Account or the use of the *ScotiaCard* that we consider to be unusual.

### No Warranties

Neither the Bank, nor any access service provider nor any other information technology service provider, makes any express or implied warranties concerning the Automated Banking Services including, but not limited to, any warranties of merchantability, fitness for a particular purpose or non-infringement of any third party proprietary rights unless disclaiming such warranties is prohibited by law.

### Accepting Our Records

Our records as to whether an Automated Banking Services or branch transaction has been performed, and our determination of the details of that transaction, will be considered correct and binding on you, unless you provide us with evidence to the contrary within 30 days of the date of a disputed transaction.

### Posting of Transactions, Cancelling Transactions and Updating Bill Payment Information

Any Automated Banking Services transaction (excluding automated bill payments) conducted in Canada before 12:00 a.m. (midnight) local time Monday through Saturday will normally be posted to your applicable Account as of the date of the transaction, unless that day is a holiday. Transactions conducted on Sundays or holidays will normally be posted to the applicable Account as of the next Business Day.

Any transaction conducted on a Saturday involving a Scotiabank chequing account or a current or business account will normally be posted to the designated Account as of the next business day. Transactions conducted outside Canada may be posted to your designated Account at a later date.

For transactions conducted using Visa Debit, transactions are posted to and funds debited from your Account on the date the transaction is authorized by us. If there is a difference between the original authorized amount and the final settled amount of the transaction, your Account may be credited with the original authorized amount and subsequently debited for the final settled amount of the transaction.



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Any automated bill payment request made on or before 8:30 p.m. Eastern Standard Time, Monday through Friday will be posted to your designated Account on the day of the transaction. An automated bill payment made after 8:30 p.m. Eastern Standard Time, Monday through Friday or anytime on Saturday, Sunday or a holiday, will be posted to your designated Account on the next Business Day.

Any automated bill payment request will be deemed to have been received by us on the date the transaction is posted to the designated Account.

We are not responsible for the processing of or any of the posting procedures or practices of your designated Bill Payment Companies and we are not responsible if they charge you late fees or interest penalties. When you make a bill payment at one of our ABMs, branches, through the Automated Banking Services, you are responsible for ensuring that the Bill Payment Company (including account numbers and payee names) required by us to complete your payment instructions to that Bill Payment Company is accurate at all times. We may, without notice to you, update your bill payment profile information if we are advised of a change by the Bill Payment Company.

The debit to your Account for post-dated bill payments and fund transfers are processed at 6:00 p.m. Eastern Standard Time on the date to which your payment is post-dated.

Transactions involving Accounts with insufficient cleared funds at the time of processing may be rejected.

You acknowledge that once you have confirmed the details of a payment or transfer, you may not revoke or stop the payment or the transfer unless it is a post-dated payment or transfer you have set up in Online Banking, Mobile Banking or *TeleScotia* Telephone Banking. Such postdated payments and transfers can be cancelled directly through Online Banking until 6 p.m. Eastern Standard Time on the day they are scheduled to take place. You can also request cancellation of a postdated payment or transfer by speaking directly with one of our Customer Service representatives at the latest one (1) Business Day before the scheduled payment or transfer date.

You are responsible for notifying us of any changes to billing Account information.

Where a store, retailer or merchant becomes liable to make any refund to you, we will credit the designated Account with the refunded amount only upon our receipt of a properly issued credit voucher or other appropriate verification or authorization of the refund from the store, retailer or merchant.

We may at our discretion and without prior notice, refuse a request for authorization of any *ScotiaCard* transaction, and may notify third parties of such refusal as we think necessary. In exercising such discretion, we may take into account in calculating the funds available, any funds which we may decide have been credited or debited to an Account.

We may place a hold on branch or ABM deposits pending verification.

### Processing Foreign Currency Direct Payments, Card Not Present Transactions, Withdrawals and Advances

You can use your *ScotiaCard* to access your bank Accounts for the following foreign currency transactions from these Accounts:

- Direct Payments at designated Direct Payment Terminals that are outside of Canada;
- Card Not Present Transactions (*ScotiaCards* with Visa Debit functionality) through authorized merchants that are located outside of Canada; and
- Cash withdrawals from designated ABMs that are outside of Canada.

You can use your *ScotiaCard* to access your Scotiabank Visa card Accounts, *ScotiaLine* access card and Scotiabank American Express card Accounts for the following foreign currency transactions on those Accounts:

- Cash advances, other than from *Scotiabank*® U.S. Dollar Visa card Accounts, from designated ABMs that are outside of Canada; and
- Cash advances from designated ABMs within Canada in Canadian dollars from your *Scotiabank* U.S. Dollar Visa card Account.

For foreign currency transactions, other than cash advances from designated ABMs within Canada in Canadian dollars from your *Scotiabank* U.S. Dollar Visa card Account, a converted Canadian dollar amount will be deducted from your applicable Account based on an exchange rate set by the applicable payment network and determined on the transaction settlement date. For cash advances from designated ABMs within Canada in Canadian dollars from your *Scotiabank* U.S. Dollar Visa card Account, a converted U.S. dollar amount will be deducted from your applicable Account based on an exchange rate set by the applicable payment network and determined on the transaction settlement date. The exchange rate at the time of settlement may be different from the exchange rate in effect on the transaction date. Payment networks include Visa International, Visa Inc., ACXSYS Corporation, or other payment networks as appropriate. Foreign currency transactions are subject to the following foreign currency transaction fees:

- Foreign currency transactions on your bank Accounts using Visa Debit on your *ScotiaCard* will be subject to a fee that is calculated based on a 2.5% increase to the exchange rate and is included in the converted Canadian dollar amount of the transaction;
- Foreign currency transactions on your bank Accounts using your *ScotiaCard*, other than Visa Debit transactions, are subject to a fee that is calculated by adding 0.025 to the exchange rate;

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- Foreign currency transactions on your Scotiabank Visa card Accounts, or Scotiabank American Express card Accounts, by using your *ScotiaCard* will be subject to the foreign currency transaction provisions of the Revolving Credit Agreement.

If you use your *ScotiaCard* for a transaction in a foreign currency and the store, retailer or merchant gives you a credit voucher (for example in the case of a refund), the two transactions (the purchase and the refund) may not balance exactly because of exchange rate and currency fluctuations between the date of the purchase and the date of the credit (or refund).

We will not assume any risks associated with foreign currency exchange gains or losses from cross-currency conversions resulting from the use of your *ScotiaCard*. Any gains made or losses incurred by you in connection with foreign currency transactions because of currency rate fluctuations between the date the transaction is posted and the date any subsequent credit is posted to the designated Account are your responsibility and shall be payable to you or by you (as the case may be).

### Changing Designated Accounts

We may designate one or more of your Accounts for the FastCash™ or other services available through our Automated Banking Services. You can cancel or change a designation at any time by letting us know through *TeleScotia* Telephone Banking or by visiting the nearest Scotiabank Branch.

### Changing or Cancelling Banking Services

We may at any time, without notice, withdraw any ABMs or Direct Payment Terminals from use, cancel or vary the whole or any part of the services we offer you through the use of the *ScotiaCard*.

No Automated Banking Services transactions will be processed after cancellation of the Automated Banking Service.

### Adding or Changing the Terms of this Agreement

You acknowledge that we can add, change or replace the terms and conditions of this Agreement from time to time. Notice of additional, amended or replaced terms and conditions may be given to you in any of the following ways:

- a notice addressed to you at your last address in our records;
- a notice prominently displayed at all Scotiabank ABMs;
- a notice on the Scotiabank website;
- a notice in a readily accessible place in our branches;
- a notice in your monthly statement;
- an electronic notice or message sent to the Communications Centre of Online Banking or Mobile Banking; or
- such other methods as we may permit.

Your continued use of the Account, the Automated Banking Services or any other service with us, acknowledges that you agree to and accept the new terms and conditions of the *ScotiaCard* Cardholder Agreement and all agreements related to the Account or service as amended, modified or replaced. Scotiabank has the right to send you a new *ScotiaCard* with new features without prior notice.

### Resolving Disputes

We are not responsible for any failure to supply, or lack of suitability of quality of, any goods or services purchased from Bill Payment Companies, merchants or others through the Automated Banking Services. All disputes between you and a Bill Payment Company, merchant or others, including your rights to compensation or any offset rights (set-off), shall be settled directly by you with the Bill Payment Company. We do not verify, nor are we required to verify, that any purpose for which the payment is made has been fulfilled by the Bill Payment Company as a condition of honouring your payment request on your Account.

**For all unauthorized claims, we will** investigate the transaction and a determination regarding whether any reimbursement will be made based upon the investigation. We will respond to the Cardholder's report of an unauthorized *ScotiaCard* transaction within 10 business days. We may require a signed statement during the course of the investigation. Or, where appropriate, we may require a signed affidavit from the Cardholder, which may result in a temporary suspension of the 10 day limit, until the requested information is received.

No funds, or only partial funds will be reimbursed if our investigation determines that on the balance of probabilities, the Cardholder contributed to the unauthorized use of their *ScotiaCard*. If we cannot settle the complaint in your favour, you will be informed of the reasons for Scotiabank's position in the matter.

If a problem with a *ScotiaCard* transaction is not resolved to your satisfaction or you have not received a response to a claim of an unauthorized *ScotiaCard* transaction within the time period, please refer to the Complaint Resolution section of the Day-to-Day Banking Companion Booklet.

### Other Agreements, Fees and Charges

You acknowledge that, in addition to all fees, charges, terms and conditions set forth in this Agreement, your Accounts are also subject to all fees, charges, terms and conditions set forth in any other agreements and documentation applicable to your Accounts and/or your use of services provided by us. Examples of such agreements and documentation include the Revolving Credit Agreement (for credit Accounts), the Personal Credit Agreement Companion Booklet (for credit, loan and mortgage Accounts), the Day-to-Day Banking Companion Booklet (for personal banking Accounts), the Business Banking Services Agreement (for business banking Accounts), the Investment Companion Booklet (for investment Accounts), the

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Digital Access Agreement, the Scotiabank Privacy Agreement and any other agreements, documentation or terms and conditions that apply to your Accounts and/or your use of the services provided by us.

If there is a conflict between this Agreement and such other agreements, documentation or terms and conditions, this Agreement will prevail as it relates to the use of your *ScotiaCard* and the services contemplated in this Agreement.

### In Quebec

The party(ies) to this Agreement has/have requested that this document be drawn up in English. Les parties ont demandé que ce contrat soit rédigé uniquement en anglais.

### Customer Service

For any question or concern (including regarding a lost, stolen or compromised *ScotiaCard*; inquiring about fees, rates or services) please visit the Scotiabank branch nearest to you or call the numbers below:

Service in English	1-800-4SCOTIA (1-800-472-6842)
Toronto	416-701-7200
Service en français	1-800-575-2424
Région de Toronto	416-701-7222
TTY/TDD Service Only	1-800-645-0288

For more information about Automated Banking Services, fees or rates you can also visit us online at [www.scotiabank.com](http://www.scotiabank.com).

Your *ScotiaCard* provides access to Automated Banking Services, wherever you see these symbols:



Scotiabank voluntarily adheres to the Canadian Code of Practice for Consumer Debit Card Services. For information about the Code visit [www.cba.ca](http://www.cba.ca)

# *Scotia Rewards*<sup>®</sup> Program – Terms & Conditions for Passport *ScotiaCard*

These are the terms and conditions for the *Scotia Rewards*<sup>®</sup> program (the “Program”) that apply to the Passport *ScotiaCard* (the “Program Card” or “Card”). All dollar amounts are in Canadian dollars unless otherwise noted.

## **Other Definitions that you should know:**

Cardmember, *Scotia Rewards* Cardmember, you, and your: The individual holder of a Program Card.

Program Site: The website where you can access the Program (currently located at [scotiarewards.com](http://scotiarewards.com)).

*Scotia Rewards* Account: The *Scotia Rewards* account that is associated with your Card.

## **A. Participation Requirements and Use of Personal Information**

The Program is automatically available to individuals 14 years of age and older who are holders of the Program Card and the Scotiabank accounts associated with the Program Card set out below (each, a “Program Card Account” or “Account”):

*Scotia One*<sup>™</sup> Account, Basic Banking Account, Basic Banking Plan, *Student Banking Advantage*<sup>®</sup> Plan, *Getting There Savings Account for Youth*.

Excludes: any account requiring multiple signatures.

To earn *Scotia Rewards* points using your Card, it must be connected to your Account(s). The Program is offered at no extra cost and with no additional application or enrollment requirements.

As a *Scotia Rewards* Cardmember, you can receive communications with updates and special offers related to the Program by signing up at the Program Site or by other methods that we make available from time to time.

As a customer of Scotiabank and a *Scotia Rewards* Cardmember, the Scotiabank Privacy Agreement protects your privacy and your personal information (included in this booklet).

## **B. Earning *Scotia Rewards* Points**

### **1. General**

You are awarded one (1) *Scotia Rewards* point (or “point”) for every \$5.00 in purchases of goods and services made with a Program Card from a Program Card Account, provided that each such purchase is for a minimum of \$2.50.

*Scotia Rewards* points you earn will be added to your *Scotia Rewards* Account within 2-3 business days after the purchase transaction has been posted to the Program Card

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Account. In the event of a return and/or exchange for which *Scotia Reward* points were allocated, *Scotia Rewards* points will be deducted automatically from the *Scotia Rewards* Account. Your *Scotia Rewards* points balance will be reduced by the equivalent number of *Scotia Rewards* points issued for the returned or exchanged items on the original transaction. *Scotia Rewards* points will not be added to a *Scotia Rewards* Account that is not open at the time of posting.

## **2. One-time Passport *ScotiaCard* offer for new customer accounts**

5,000 *Scotia Rewards* points will be added to your *Scotia Rewards* Account for having your payroll deposited to your new Program Card Account or a total of 2 pre-authorized transactions (PATs). To be eligible, your payroll deposit or PATs must be set up within 60 days of opening your Account. All pre-authorized transactions must occur within the same month. The bonus *Scotia Rewards* points are issued at month end in the month the PAT was set up. This offer does not apply to existing Scotiabank bank account holders. Only one offer is available per customer on single or joint accounts and only when your account has qualified. For joint accounts, if at the time of awarding the offer each customer has a Program Card, points will be split equally.

## **3. Checking your Points Balance**

*Scotia Rewards* Account information is available to the Cardmember by logging into Scotia Online or the Program Site where points balances are updated daily.

## **C. Transferring Points**

### **1. When Points can be Transferred**

*Scotia Rewards* points are non-transferable. However, you may transfer any accumulated *Scotia Rewards* points from your *Scotia Rewards* Account to a *Scotia Rewards* Account associated with a Scotiabank credit card.

*Scotia Rewards* Cardmembers can visit the Program Site to complete a transfer of *Scotia Rewards* points. If you have any questions, please contact the *Scotia Rewards* Centre at the Program Site or by calling 1-800-665-2582.

## **D. Non-Travel Rewards**

### **1. General**

*Scotia Rewards* points can be redeemed for non-travel rewards on the Program Site. Non-travel rewards include items such as merchandise, gift cards and Scotiabank Prepaid Cards. You may redeem for Non-Travel Rewards, redeeming *Scotia Rewards* points only or redeeming *Scotia Rewards* points plus charging the balance with your Program Card on selected merchandise. Cardmembers who redeem *Scotia Rewards* points are responsible for any taxes associated with their redemption and if applicable, must declare the value of those redemptions to appropriate tax authorities.

All merchandise appearing in the *Scotia Rewards* catalogue is subject to availability. Some rules and restrictions may apply. For additional information and a complete copy of the *Scotia Rewards* catalogue, please visit the Program Site.

## 2. Gift Cards

When redeeming *Scotia Rewards* points for a Gift Card, remember that the terms and conditions that apply to that Gift Card are set by the issuer of the Gift Card, not Scotiabank. Please review specific terms and conditions carefully upon receipt of your Gift Card.

## 3. Other Terms

- Non-Travel Rewards are sent by pre-paid delivery service during normal business hours and it may be necessary for you to make appropriate arrangements for receipt.
- Every attempt is made to deliver the order as quickly as possible. However, Scotiabank is not responsible for delays due to a union dispute, postal disruption or any other reason.
- Where applicable, merchandise Non-Travel Rewards are delivered with the Manufacturer Warranties and Service Policies/Warranties.
- Retain all documents for your records.
- If the item arrives damaged or is missing pieces, please contact the *Scotia Rewards* Centre immediately at the Program site or by calling 1-800-665-2582.
- For other information about Non-Travel Rewards, including information about how to cancel or return Non-Travel Rewards, please visit the Program Site.

## E. Travel Purchases through the *Scotia Rewards* Travel Service

### 1. Booking Travel

You can purchase travel through the *Scotia Rewards* Travel Service in two ways:

- i. Sign on to the *Scotia Rewards* Program Site to book your purchase online; or
- ii. Call the *Scotia Rewards* Travel Service at 1-800-665-2582 and speak with a Travel Consultant. Remember: If you book travel by phone, a booking fee will be charged by the *Scotia Rewards* Travel Service (disclosed to you at the time of booking or by visiting the Program Site) for that travel purchase. This fee can be paid with points, or with a *Scotia Rewards* Credit Card. Booking fee is subject to change.

The *Scotia Rewards* Travel Service is provided by a licensed third party travel agent, Hogg Robinson Canada Inc. (“HRG”).

### 2. Other Information about Travel Purchases through the *Scotia Rewards* Travel Service

**Points Only:** To make a travel purchase through the *Scotia Rewards* Travel Service, you must redeem *Scotia Rewards* points for the entire amount of the travel purchase, sometimes referred to as “Points Only”.



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**Minimum Redemption:** The minimum point redemption is 5,000 points (which is equivalent to \$50 in travel savings) each time a redemption towards a travel purchase is made through the *Scotia Rewards* Travel Service.

**Availability/Pricing:** All travel rewards listed in the *Scotia Rewards* catalogue, the Program Site or any other brochure or notice made available to you, are subject to availability by the travel supplier, hotel or any other applicable supplier. The *Scotia Rewards* Travel Service does not commit to price matching other than the Best Price Guarantee program.

**Travel Confirmations:** All correspondence and travel documents/itinerary provided by *Scotia Rewards* Travel Service will be sent to the Cardmember's address or email appearing in our records at *Scotia Rewards* Travel Service or to the address instructed by the Cardmember. We are not responsible for any failure to receive these travel documents if we send them to the address appearing in our records at the *Scotia Rewards* Travel Service or the instructions we receive from the Cardmember.

**Travel Documents:** You and your travel companions are responsible to ensure that you have in your possession, on departure and as otherwise required, all necessary travel documents. We are not responsible if you do not have the necessary travel documents and you will not be entitled to any compensation from us. It is your responsibility to check with the airlines and other travel suppliers for all estimated departure times, arrival times, and check-in times.

**Travel Cancellation:** If you wish to cancel your travel booking before your travel departure date, or any portion of it, made through the *Scotia Rewards* Travel Service, we will attempt to assist you but you agree that any cancellation is subject to the terms and conditions of the third party travel supplier that is providing that travel purchase and the terms of the travel purchase itself. In some cases, this means that for non-refundable tickets, cancellations are not allowed or are subject to cancellation fees. Cancellation fees can be paid with points or with a Scotiabank credit card connected to the *Scotia Rewards* program.

Travel cancellations and/or changes made to travel purchases outside of *Scotia Rewards* Travel Service hours are dependent on the terms set by the third party travel providers and their hours of operation. The *Scotia Rewards* Travel Service is not responsible for earlier closures or any cancellation of these travel purchases by the third party travel providers.

Point redemptions for travel purchases are final. However, if you are able to cancel a travel purchase for which you redeemed *Scotia Rewards* points, we will credit your *Scotia Rewards* Account for the points redeemed at the value they were redeemed at.

## **F. Post Purchase Travel Redemption**

You can purchase eligible travel or related travel expenses at a travel provider other than the *Scotia Rewards* Travel Service (e.g., other travel agencies, tour operators

and online travel websites) (the “Other Travel Suppliers”). These types of purchases at Other Travel Suppliers are called “Post Purchase Travel Redemptions” (also referred to as “Apply Points to Travel”).

*Scotia Rewards* points are redeemable toward Post Purchase Travel Redemptions you have previously made using your Program Card. To redeem *Scotia Rewards* points toward a Post Purchase Travel Redemption at Other Travel Suppliers, the purchase must first appear on the Program Card Account. *Scotia Rewards* Cardmembers can then redeem points towards the amount of the Post Purchase Travel Redemption, charged to the Program Account, by visiting the Program Site or by calling 1-800-665-2582.

The Post Purchase Travel Redemption must be debited to your Program Card Account and recognized by our systems with the Merchant Category Codes or identifiers: airlines & air carriers; airports, flying fields, and airport terminals; lodgings, hotels, motels and resorts; trailer parks and campgrounds; passenger railways; bus lines; steamship and cruise lines; travel agencies and tour operators; automobile rental agency; motor home and recreational vehicle rentals. These Merchant codes/identifiers and categories are subject to change.

The Post Purchase Travel Redemption can include related taxes, booking fees, airport fees and travel insurance premiums.

You must redeem *Scotia Rewards* points within 12 months from the date that the Post Purchase Travel Redemption was posted to the Program Card Account. It may take up to 2-3 business days for the points redeemed towards a Post Purchase Travel Redemption to appear as a deposit on your Program Card Account. Points redeemed cannot be reversed once posted to the Program Card Account. To redeem *Scotia Rewards* points towards your Post Purchase Travel Redemption, the Program Card Account must be open.

The value of the points redeemed cannot exceed the amount of the Post Purchase Travel Redemption charged to your Program Card Account.

The minimum point redemption towards a Post Purchase Travel Redemption is 5,000 points.

### **G. Redeem Points for Cash**

A *Scotia Rewards* Cardmember can redeem points online through the Program Site for cash that will be deposited to the Program Card Account.

Your Program Card Account must be open at the time the deposit is made to the Program Card Account.

It may take up to 2-3 business days, following a request to redeem points for cash, for the deposit to appear on the Program Card Account. Once the request to redeem *Scotia Rewards* points for cash has been submitted, you cannot cancel the request and no changes can be made.

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For additional information and instructions on how to redeem *Scotia Rewards* points for cash, including if any minimum redemption amounts are required, please visit the Program Site.

#### **H. Points Status when Switching Cards**

If you switch your Program Card to another type of debit card, you can (i) transfer your points to the *Scotia Rewards* Account associated with your Scotiabank credit card, as long as both Accounts are in good standing, or (ii) redeem any unused *Scotia Rewards* points, subject to the conditions set out in Section I below.

#### **I. Closed Program Card Accounts**

If you close a Program Card Account or cancel a Program Card:

- (i) any unredeemed *Scotia Rewards* points associated with the applicable Program Card can be redeemed within 60 days of closing the Account, after which time the unredeemed *Scotia Rewards* points will be permanently cancelled; and
- (ii) you will not be able to redeem any *Scotia Rewards* points for a Post Purchase Travel Redemption or for Credit redemption.

If Scotiabank initiates the closure of a Program Card Account or cancellation of a Program Card, your *Scotia Rewards* points cannot be redeemed and will be immediately cancelled.

#### **J. Cancelled, Lost or Stolen Program Cards**

Program Cards are not eligible to earn *Scotia Rewards* points after their cancellation date. If your Program Card is lost or stolen, we will replace that Program Card and transfer your points to a new *Scotia Rewards* Account opened in your name for the replacement card. In the event your Program Card is lost, stolen or damaged, you must immediately notify your Scotiabank branch or call 1-800-4SCOTIA (1-800-472-6842).

#### **K. Changes to this Program**

Scotiabank reserves the right to modify, terminate, suspend or extend or otherwise alter all or any of the terms and conditions of the *Scotia Rewards* program, upon 30 days' notice, including the following:

- The amount of points earned or redeemed through the Program;
- The value of points;
- What you can or cannot redeem points for;
- When you can transfer points and to whom;
- The length of time available to redeem points; or
- Any fees or charges that apply to this Program including booking fees.

In the event we terminate this Program, the Cardmember will be notified and can redeem any unused points within 60 days after the Program's termination date, provided their Program Account(s) is open.

## L. Disclaimers

Scotiabank and any of the third party service providers that are retained by Scotiabank to assist us in providing the *Scotia Rewards* Program, including HRG (each a "Program Provider") are not liable or responsible for any damages, injuries or disabilities that occur, including during travel redeemed through the Program, while using any rewards redeemed through the Program or for any cash back under the Program.

Scotiabank and its Program Providers, their affiliates, employees, agents or contractors are not liable or responsible for any damages or losses, including without limitation indirect, consequential, special, incidental or punitive damages resulting from or caused by the fulfillment or non-fulfillment of services (including rewards) under this Program. Scotiabank and its Program Providers are not responsible for any purchases or other goods and services provided by third parties including Other Travel Providers.

While we will try to satisfy Cardmembers with an equivalent replacement or an adjustment of points, Scotiabank and its Program Providers will not assume any costs related to the failure of suppliers to deliver the rewards.

Your Passport *ScotiaCard* is subject to the terms of the *ScotiaCard* Cardholder Agreement that you received with your Program Card and is also available at [scotiabank.com](http://scotiabank.com). It includes terms about settling disputes directly with a merchant.

Scotiabank and its Program Providers do not make any warranties or representations with respect to the quality or fitness for use of any rewards, including the nature or quality of any of the travel rewards.

® Registered trademarks of The Bank of Nova Scotia.

™ Trademark of The Bank of Nova Scotia.

All brand names are the property of their respective owners.

Services or rewards (including travel rewards through the *Scotia Rewards* Travel Service or non-travel rewards such as merchandise, gift cards, and other non-travel rewards) made available, or provided, through the *Scotia Rewards* Program by a third party are the responsibility of that third party. Scotiabank and its affiliates are not responsible for such services or rewards including their delivery, return, or fitness for use.

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# *Scotiabank Privacy Agreement*

Your privacy is important to Scotiabank. This Agreement sets out the information practices for Scotiabank in Canada, including what type of information is collected, how the information is used, and with whom the information is shared.

This Agreement may be amended from time to time. (See “Further Information”, below, for an explanation of how we will advise you of any future changes.)

In this Agreement, “we”, “our”, “us” and “Scotiabank” mean The Bank of Nova Scotia and any of its affiliates, subsidiaries, programs or joint ventures they participate in, with respect to their operations enterprise-wide<sup>1</sup>. Scotiabank includes companies engaged in the following services to the public: deposits, loans and other personal financial services; credit, charge, debit and payment card services; full service and discount brokerage services; mortgage loans; trust and custodial services; insurance services; investment management and financial planning services; and mutual funds investment services; and services related to the above such as loyalty programs.

“You” and “your” mean an individual who has made application to us for, enrolled in or signed an application in respect of any personal or business banking, insurance, brokerage or financial product or service offered by us (“Service”), including any co-applicants, guarantors, personal representatives, or an individual who participates in a Scotiabank contest, survey, event or has otherwise provided personal information to us.

## **Collecting, using and disclosing your information**

1. When you apply for, or provide a guarantee in respect of, or use any Service and while you are our customer, or when you participate in any contest, survey, event or otherwise provide us your personal information, you agree that we may collect your personal information from you and third party sources. Examples of information collected may include:

- Your name, address, telephone number, nature of your principal business or occupation and date of birth, all of which may be required by law;
- Identification, such as a valid driver’s license or passport. We may also ask for documents such as a recent utility bill to verify your name and address;
- Your education, annual income, assets and liabilities and credit history;
- Information about your transactions, including payment history, account activity and how you intend to use the account or Service and the source of any incoming funds or assets;
- Information we may need in order to provide you with a Service such as health information if you are applying for certain insurance products. In some instances, providing this information is optional;

- Information about third parties such as your spouse if you are applying for certain Services, where this information is required by law; and
- Information about beneficial owners, intermediaries and other parties, which is required by law.

For legal entities such as businesses, partnerships, trusts, estates, clubs or other organizations, we may collect the information referred to above from each authorized person, signatory, partner, trustee, executor and club member, as appropriate.

In addition, when you apply for, enroll in or use a Service, or participate in any contest, survey or event via a digital channel (such as online or mobile banking), we may collect information about your computer or device, operating system, internet connection or telephone account, settings, IP address and device locational data, browser information, and transaction data, as well as personal information as described above. We may collect, use, disclose and retain this information for the purposes described below, as well as to determine which settings are appropriate for your computer system, to provide or enhance digital functionality and banking options, and for security purposes, internal analysis and reporting. You may withhold consent to the collection, use and disclosure of this information, although in some cases this may prevent you from using the digital channel to apply for or use a Service or to communicate with us, or may reduce the functionality of that channel.

Scotiabank or its service providers may also use various web tools including Cookies (please see our Cookies Policy), Web Beacons and Tagging on our websites and advertisements to evaluate and improve our websites and other electronic offerings, tailor our services, enhance our customer experience and communicate with you regarding products and services that may be of interest.

- **Tagging** is a customized code on our websites that provide the ability to monitor user activity on Scotiabank websites. This software can be used to capture user activity to be used by us or a third party for analysis so that we can understand and enhance our user experience and provide further security controls.
- **Web Beacons** are small images embedded in our websites that, when combined with Cookies, help provide us with information about the use and effectiveness of our website.

We may collect your personal information, and use it, and disclose it to any person or organization, including any member of Scotiabank, for the following purposes:

- To confirm your identity;
- To understand your needs;
- To determine the suitability of our Services for you;
- To determine your eligibility for our Services;

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- To set up, manage and offer Services that meet your needs;
  - To provide you with ongoing Service;
  - To provide you with various options for applying for and accessing Services;
  - To satisfy legal and regulatory requirements that we believe are applicable to us, including the requirements of any self-regulatory organizations to which we belong;
  - To help us collect a debt or enforce an obligation owed to us by you;
  - To respond to a local or foreign court order, search warrant or other demand or request which we believe to be valid, or to comply with the rules of production of a local or foreign court;
  - To manage and assess our risks;
  - To investigate and adjudicate insurance claims, other claims or complaints; and
  - To prevent or detect fraud or criminal activity or to manage and settle any actual or potential loss in connection with fraud or criminal activity.

When we collect your health information for the purpose of providing an insurance Service, we will use that information strictly for that purpose. (See below for more information.) We do not provide directly all the services related to your relationship with us. We may use third party service providers to process or handle personal information on our behalf and to assist us with various services such as printing, postal and electronic mail distribution and marketing (including by telephone and electronic means), and you acknowledge that we may release information about you to them. Some of our service providers are located outside of Canada. In addition, we may use personal information in Scotiabank locations outside of Canada. As a result, your personal information may be accessible to regulatory authorities in accordance with the laws of these jurisdictions. When personal information is provided to our service providers, we will require them to protect the information in a manner that is consistent with Scotiabank privacy policies and practices.

2. We may collect, use and disclose your Social Insurance Number (SIN), as well as other information, for income tax reporting purposes and to fulfil other regulatory requirements, as required by law. In addition, we may ask you for your SIN to verify and report credit information to credit bureaus and credit reporting agencies as well as to confirm your identity. This allows us to keep your personal information separate from that of other customers, particularly those with similar names, and helps maintain the integrity and accuracy of your personal information. You may refuse to consent to its use or disclosure for purposes other than as required by law.
3. We may verify relevant information you give us with your employer or your references and you authorize any person whom we contact in this regard to provide such information to us. If you apply for or enroll in a Service and during the time

you have the Service, we may consult various financial service industry databases, third parties (such as the Bank Crime Prevention and Investigation Office of the Canadian Bankers Association and the Investigative Services Division of the Insurance Bureau of Canada), or private investigative bodies maintained in relation to the type of Service you have applied for, enrolled in or have. You also authorize us to release information about you to these databases and investigative bodies.

4. You agree that we may monitor, record, and retain any telephone call or electronic communication we have with you. This is to establish a record of the information you provide, to ensure that your instructions are followed properly and to ensure customer service levels are maintained. Records of calls and electronic communications are destroyed when they are no longer required for business or other purposes, and any personal information is safeguarded in accordance with this Agreement.
5. Scotiabank may use video surveillance in and around our branches, bank machines and other locations for the purpose of safeguarding our clients and employees and protecting against theft, fraud and vandalism. Any video images recorded are destroyed when they are no longer required for business or other purposes, and any personal information is safeguarded in accordance with this Agreement.
6. If you have a Service with us, we may use, disclose to and collect from credit bureaus or financial service industry databases, credit and other information about you in order to offer you pre-approved credit products or margin facilities.
7. We may give information (except health information) about you to other members of Scotiabank (where the law allows this) so that these companies may communicate with you directly about their products and services. This consent will also apply to any companies that form a part of Scotiabank in the future. You also agree that we may provide you with information about or from third parties we select. Your consent to this is not a condition of doing business with us and you may withdraw it at any time (see below).
8. We may ask you for contact information such as your telephone, mobile or fax number or email address, and keep and use this information as well as disclose it to other members of Scotiabank so that we or any of these companies may contact you directly through these channels for the purpose of marketing, including telemarketing. This consent will also apply to any companies that form a part of Scotiabank in the future. Your consent to this is not a condition of doing business with us and you may withdraw it at any time (see below).
9. If we sell a company or a portion of the business or assets of a Scotiabank company, we may release the information we hold about you to the prospective purchaser. We will require any prospective purchaser to protect the information provided and to use it in a manner that is consistent with Scotiabank privacy policies and practices.



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10. We may keep and use information about you in our records for as long as it is needed for the purposes described in this Agreement, even if you cease to be a customer.
11. You agree that all information that you give us will, at any time, be true and complete. If any personal information changes or becomes inaccurate or out of date, you are required to advise us so we can update our records.

### **Refusing or withdrawing consent**

Subject to legal, regulatory and contractual requirements, you can refuse to consent to our collection, use or disclosure of information about you, or you may withdraw your consent to our further collection, use or disclosure of your information at any time in the future by giving us reasonable notice. However, depending on the circumstances, withdrawal of your consent may prevent us from providing you, or continuing to provide you, with some Services, means of access to Services, or information that may be of value to you.

We will act on your instructions as quickly as possible but there may be certain uses of your information that we may not be able to stop immediately.

You cannot refuse our collection, use and disclosure of information required by third party service providers essential for the provision of the Services or required by our regulators, including self-regulatory organizations. Some of our service providers are located outside of Canada. As a result, your personal information may be accessible to regulatory authorities in accordance with the law of these jurisdictions.

You can tell us at any time to stop using information about you to promote our Services or the products and services of third parties we select, or to stop sharing your information with other members of Scotiabank. If you wish to refuse consent or to withdraw consent as outlined in this Agreement, you may do so at any time by contacting the branch or office with which you are dealing or by calling us toll-free.

Scotiabank	1-800-4SCOTIA
ScotiaMcLeod, Scotiatrust and Private Investment Counsel	1-866-437-4990
ScotiaLife Financial	1-800-387-9844
Scotia iTRADE®	1-888-872-3388

### **In addition, if you apply for, accept, or guarantee, a line of credit, term loan, mortgage or other credit account with us**

When you apply for, accept, or guarantee a loan or credit facility or otherwise become indebted to us, and from time to time during the course of the loan or credit facility, we may use, give to, obtain, verify, share and exchange credit and other information (except health information) about you with others including credit bureaus, mortgage insurers, creditor insurers, reinsurers, registries, other

companies in Scotiabank and other persons with whom you may have financial dealings, as well as any other person as may be permitted or required by law. We may do this throughout the relationship we have with you. You also authorize any person whom we contact in this regard to provide such information to us.

If you have a Service with us such as a banking card, credit card or line of credit product with an access card, you agree that we may give information (except health information) about you to electronic payment service providers, credit or charge card associations, loyalty program partners and their employees and agents for the purpose of processing, authorizing and authenticating your transactions (as the case may be), providing you with customer assistance services and for other purposes related to your services. We may also give this information in respect of your participation in contests and promotions administered by the electronic payment service providers, credit or charge card associations and loyalty program partners on our behalf.

If you have a mortgage account with us, we may give information about you, including credit information, to mortgage insurers for any purpose related to mortgage insurance. Information retained by Canada Mortgage Housing Corporation will be subject to federal access to information and privacy legislation.

During the term of the loan or credit facility, you may not withdraw your consent to our ongoing collection, use or disclosure of your personal information in connection with the loan or other credit arrangement you have with us or have guaranteed. We can continue to disclose your personal information to credit bureaus even after the loan or credit facility has been retired, and you may not withdraw your consent to our doing so. We do this to help maintain the accuracy, completeness and integrity of the credit reporting system.

**In addition, if you accept an insurance Service with us**

When you apply for, enroll in or sign an application in respect of or accept an insurance Service from us, we may use, give to, obtain, verify, share and exchange information about you with others including references you have provided, from hospitals and health practitioners, from government health insurance plans, from other insurers, from medical information and insurance service bureaus, from law enforcement representatives, from private investigators, and from other groups or companies where collection is necessary to underwrite or otherwise administer the Service requested, including the assessment of claims. You also authorize any person whom we contact in this regard to provide such information to us.

If you accept an insurance Service with us, or if an insurance Service is issued on your life, you may only withdraw your consent as noted above so long as the consent does not relate to underwriting or claims where Scotiabank must collect and report information to insurance service bureaus after the application has been underwritten or the claim has been adjudicated. This is necessary to maintain the integrity of the underwriting and claims systems.

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## Further information

You acknowledge that we may amend this Agreement from time to time to take into consideration changes in legislation, technology or other issues that may arise. We will post the revised Agreement on our website and make it available at our branches or we may also send it to you by mail. We may also notify you of any changes to this Agreement in any of the following ways:

- A notice prominently displayed at all Scotiabank ATMs;
- An announcement through the VoiceResponseUnit (VRU) or a digital channel such as a mobile app;
- A notice on the Scotiabank website or your Scotia OnLine portal;
- A notice in our branches; or
- A notice in your monthly statement.

Your continued use of the account or Service following such change means that you agree to and accept the new terms and conditions of the Agreement as amended. If you do not agree with any of the changes made or with the new terms of the Agreement, you must immediately stop using the account or Services and notify us that you are closing your account or terminating your Service with us.

If you have a general question about Scotiabank's privacy policies, please contact the branch or office you deal with or call us toll free at 1-800-472-6842. If your branch or office is not able to resolve your concern to your satisfaction, contact the President's Office:

Telephone: 1-877-700-0043  
Fax: 1-877-700-0045  
Email: mail.president@scotiabank.com  
Letter: The President, Scotiabank  
44 King Street West  
Toronto ON M5H 1H1

Our Privacy Policy is available to the public on [www.scotiabank.com](http://www.scotiabank.com). The Privacy Policy forms part of the Scotiabank Privacy Agreement.

<sup>1</sup>For a list of Scotiabank's principal affiliates and subsidiaries in enterprise-wide, please refer to the most recent Annual Report available on the Scotiabank website at [www.scotiabank.com](http://www.scotiabank.com)

# Overdraft Protection Agreement

## *Overdraft limit*

You may overdraw the account(s) to which this agreement applies, up to the amount set out in the Personal Credit Agreement, if applicable, or as otherwise agreed to in writing by us.

We may refuse any debit if the amount would cause the overdraft limit to be exceeded.

## *Effective Date*

The Overdraft Protection will be available for use, effective the approval date. If the Overdraft Protection is approved under the *Scotia Total Equity® Plan*, then it will be available from the funding date of the Plan.

## *Payment*

Within 30 days from the day in which the overdraft occurred:

- You will bring your account to a positive balance;
- You will pay is the handling charge, which is treated as an overdraft amount, for each debit drawn on the account while your account is overdrawn more than the pre-authorized limit;
- You will pay us all other applicable service charges, including the Overdraft Protection Fee; and
- You will pay us the overdraft interest charge. Interest is accrued and calculated daily to each statement date on each debit from the date on which the debit is charged to the account. Overdraft interest charges are treated as overdraft amounts.

The interest rates and charges, referred to above, that are applicable to you are those set out in the Overdraft Protection section of the Day-to-Day Banking Companion Booklet or as otherwise disclosed to you in writing.

You agree that all payments that you make to us or that we ask you to make will be made in full without any set off, abatement, counterclaim, deductions or withholdings whatsoever. You agree that you do not have a right to cancel, offset, or reduce any payment or debt by an amount we owe you.

## *Default*

Default occurs when you fail to comply with any of the terms, including the promise to pay, outlined in any agreement you have with us and/or when you fail to operate your account in a satisfactory manner; for example, if you have multiple NSF cheques.

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If your overdraft balance goes into default, we may close your account and convert your overdraft balance to delinquent demand loan status. Interest payable will be calculated daily and applied to the demand loan at a rate of 21% per annum. Please note that default is reported to credit bureaus, which can adversely affect your credit rating and negatively impact your future borrowing capability.

*Terminating the agreement*

We may terminate this agreement, without notice to you, if you are in default. We may terminate this agreement, without reason, by giving you 30 days written notice. You may terminate this agreement by giving us at least 5 business days' prior written notice. Termination does not relieve you of any obligations under this agreement until the overdraft amount has been paid to us in full. Regardless of such termination, you are responsible for paying us for all debits or other charges made following termination.

# Consent to Receipt of Electronic Documents Terms and Conditions

These terms and conditions (“**Terms**”) apply to the electronic delivery of documents to you relating to your selected account(s) (defined below).

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

In these Terms,

**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; and

**you and your** mean the primary and/or the co-borrower and/or co-signor and/or business customer(s) and/or secondary accountholder, as the case may be, who consent to the electronic delivery of documents for the selected account(s).

The **selected account(s)** are the accounts you selected, or will select in the future, for the paperless Recordkeeping Option.

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 choose the paperless Recordkeeping Option for the selected account(s), you are selecting Scotiabank’s Digital Banking Service as the Designated Information System.

**Scotiabank’s Digital Banking Service** means our online banking service that you access through scotiabank.com and mobile banking.

## 2. Consent and When It Takes Effect

You consent to the electronic delivery of the following documents and other information related to the selected account(s), as applicable, through the Designated Information System:

- i. account opening applications and forms;
- ii. customer agreements;
- iii. periodic or monthly account statements;
- iv. annual disclosure statements, including personal portfolio statements (“PPS”), and annual mortgage information disclosure;
- v. tax receipts, including the T3, T4, T5, and RRSP contribution receipt;
- vi. notices of changes to the agreements governing the selected account(s);
- vii. notices of changes to any interest rates, fees (including new fees), and any other items mentioned in the disclosure statements;

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- viii. communications about the selected account(s) and these Terms, including confirmation of your consent and notice of any changes to these Terms; and
  - ix. any other confirmation, notice or information that we are required by law to provide you in writing relating to your selected account(s).

If any of the documents described above are not currently available for electronic delivery, they will continue to be sent by paper until they become available in digital form for electronic delivery.

This consent applies to the selected account(s) and all subsequent extensions, renewals and amendments related to the selected account(s).

**Joint accounts:** If the primary borrower of a mortgage or the primary accountholder of a loan, line of credit or credit card has consented to electronic delivery of documents applicable to the selected account, each co-borrower (or joint accountholder) will continue to receive these documents in paper form until he/she has consented to electronic delivery. The 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 owners/subscribers agree to these Terms, in which case all owners/subscribers will begin to receive electronic documents. For joint deposit accounts that are 'any to sign', all joint accountholders will receive documents in electronic form following consent from any one joint accountholder.

A notice of the electronic delivery will be delivered in Scotiabank's Digital Banking Service.

It may take up to 10 business days for your consent to receive documents electronically to take effect. If a document is issued by us before your consent takes effect, you may still receive paper delivery.

- 3. **Verbal Consent:** If you verbally consent to the electronic delivery of documents, we will confirm your consent by sending you these Terms through electronic delivery to the Designated Information System or through paper delivery. If you do not agree to these Terms, you must immediately revoke your consent as provided under "Revoking Consent" (see section 7 below).
- 4. **Length of Time Electronic Documents are Available:** Each document described in clauses (i) to (v) of Section 2 above 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 90 days. 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. All entries will be considered correct and binding on you, unless you provide Scotiabank with evidence to the contrary within the applicable time period as set out in your account agreement. If no such time period is identified, you must notify us of any error within 60 days of the date of the disputed entry. 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 (including cases where such documents are not currently in digital form), 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](http://scotiabank.com) or Scotiabank Mobile Banking);
  - ii. by calling 1-800-472-6842 (available 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. You may still receive electronic delivery of documents issued by us before your revocation takes effect.

Current passbook users who choose to switch to Paperless Statements will not be able to switch back to the Passbook Record Keeping Option. However, such customers may choose the Paper Statement option in order to receive paper based documentation going forward.



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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. You agree to be bound by any future changes we make to these Terms. 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 electronic account 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.

As new document types (for clarity, only those document types not already included in Section 2) become available we may ask if you want to receive that particular document type electronically as a paperless document instead of a paper document.

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# Telephone/Fax/E-Mail Banking Agreement

## Your Instructions

Through this agreement, you authorize Scotiabank, including any of our subsidiaries or agents for whom we normally accept instructions, to act on instructions that you provide by telephone, fax, or e-mail. These instructions are only for accounts or products where you alone can give instructions.

Instructions may be given for:

- Investments in and renewals of GICs and mutual funds;
- Transfers from your deposit accounts to purchase GICs and mutual funds;
- Transfers between investments;
- Changing instructions for the payment of principal, interest or income from existing or maturing GICs or mutual funds;
- Changing personal data in your accounts or investments for changes that do not require proof of the change;
- Transfers to or between your own bank accounts with Scotiabank within Canada;
- Redeeming GICs, mutual funds or other investments and depositing the funds to an account registered to all owners of the GICs, mutual funds or investments;
- Initiating an application for certain personal loan products or credit accounts;
- Certain transactions with respect to your loan product(s) or credit account(s);
- Transferring money to your Scotiabank *Money Master* Savings Account, or *Scotiabank Momentum<sup>PLUS</sup> Savings Account* from your account at another financial institution (see “Bank-to-Bank Transfers” below).

## Bank-to-Bank Transfers

You authorize Scotiabank to debit the account at the Financial Institution (FI) you specified, now and in the future on your instructions, for the purpose of transferring funds into your Scotiabank Money Master Savings Account. The debit charged to your account is considered as a funds transferred pre-authorized debit.

You shall notify Scotiabank through its Contact Centre at 1-888-615-0293 of any changes in the information you provided to us with regard to the account and FI you directed Scotiabank to debit. You may cancel an authorization for recurring transfers at any time by calling the Scotiabank Contact Centre or providing us with 10 days written notice. To obtain a sample cancellation form or further information on your right to cancel an authorization, contact the Contact Centre or visit [www.cdnpay.ca](http://www.cdnpay.ca).

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You acknowledge and agree that a 6-business day hold will be placed on funds deposited in your Scotiabank Money Master Savings Account, transferred from the account and FI you specified. You warrant and guarantee that you are authorized to transact withdrawals without the authorization of any other person(s) on the account at the FI from which you have requested the transfer.

You acknowledge that the authorization in this agreement is provided for Scotiabank's benefit and that of the FI you specified.

You acknowledge and agree that the FI you specified is not required to verify that the debits are drawn in accordance with the authorization in this agreement and is not required to verify that Scotiabank has fulfilled any pre-condition to authorizing the debits.

Debits charged to the account and FI you specified under this agreement will be reimbursed, if, within 90 days after the date of the debit, you provide the applicable branch of the specified FI with a written declaration in which you declare that:

- the debit was not made in accordance with this agreement;
- the authorization in this agreement was cancelled by you on notice to Scotiabank before the debit was made; or
- you did not authorize the debit.

To obtain more information on your recourse rights, you may contact Scotiabank through its Contact Centre at 1-888-615-0293 or visit [www.cdnpay.ca](http://www.cdnpay.ca)

Your authorization to Scotiabank also constitutes your authorization to the FI you specified.

### General Terms

Because we are concerned about the security of your accounts and your personal information, you agree that we are not required to act on the instructions if we doubt the identity of the source, or the transaction appears suspicious, questionable or unusual for your regular banking habits. We may ask you to give us certain information which will assist us in determining that you are the party giving the instruction. You authorize us to obtain a credit bureau report, so we may verify your identification. We may send you a confirmation that the instructions have been received and acted upon. We will also take reasonable steps to inform you when we have determined that we will not be following your instructions.

Consent for Electronic Disclosure: You agree that when you provide us with instructions pursuant to this agreement that you are also requesting and consenting that any information, documents and/or notices that we provide to you in relation to those instructions may be provided solely at the fax number or email address used

by you to provide instructions or as otherwise designated by you in your instructions, as the case may be. We recommend that you keep a copy of any such information, documents and/or notices for your records.

You release the bank from any liability or claim for failure to act, execute, or complete any instructions due to any reason beyond the bank's control.

You also agree that the bank or any of its subsidiaries or agents will not be liable to you for acting on your instructions or on instructions which appear to be from you, if those actions are in good faith.

You agree to indemnify and save harmless the bank and any of its subsidiaries or agents from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgements, suits, costs, expenses, disbursements of any kind or nature whatsoever which may be imposed upon, incurred by, or served against them, by reason of their actions taken in accordance with the instructions.

You agree that service fees will apply for actions taken by the bank in response to your instructions. These fees may be deducted from any account you have with the bank, unless a specific account is requested by you in your instructions.

We may amend this agreement at any time without prior notice.

This agreement will be in effect until you cancel it in writing.

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## *Bank The Rest*® Savings Program Agreement

1. In order to participate in the *Bank The Rest* savings program, you must maintain a *Money Master*® Savings Account (the “Destination Account”), a personal deposit account designated as “chequing” or “savings” and a personal *ScotiaCard* banking card.
2. You authorize Scotiabank to automatically round up the amount of every purchase you make through a Card Payment (as defined in the Digital Access Agreement) on your personal deposit account using your personal *ScotiaCard* banking card to the next multiple of the round-up amount you have indicated in the *ScotiaCard* Banking Access Enrollment/Maintenance form and allocate the difference between this multiple and the actual purchase amount as “*Bank The Rest* savings” within your personal deposit account.
3. We aggregate all *Bank The Rest* savings each business day and transfer that amount from your personal deposit account to your Destination Account at the end of that business day.
4. Even if you subsequently cancel or reverse any purchase you had made using your *ScotiaCard* banking card, the corresponding *Bank The Rest* savings will remain in the Destination Account or will be transferred to the Destination Account if it hasn’t been transferred already.
5. If at the end of a business day the balance in your personal deposit account is less than the aggregate *Bank The Rest* savings for that day, we will cancel the transfer of the *Bank The Rest* savings to your Destination Account for that day even if there is overdraft protection on the account.
6. You acknowledge that the limitations of liability set out in the Digital Access Agreement and any other applicable agreement you have entered into also apply to the *Bank The Rest* savings program.
7. You may modify or cancel your enrollment in the *Bank The Rest* savings program by contacting Scotiabank through its Contact Centre at 1-800-472-6842 or *Scotia Online* or by visiting a Scotiabank branch.

# Deposit Account Agreement

When you completed the account opening process, you agreed to the following terms and conditions governing the account. If you opened an account over the telephone, your use of the account you applied for will indicate your agreement with the following terms and conditions governing the account.

## Ownership, Survivorship Rights and Signing Arrangements

### Sole Account Holders<sup>†</sup>

If an account is in your name only, you alone own the funds in the account, and we will only take instructions from you. On death, the proceeds in your account will form part of your estate or as otherwise required by law.

### Note to Parents and Legal Guardians Regarding Minor Sole Account Holders:

If you open an account in the sole name of a minor under 16 years of age, funds in the account belong to the minor account holder. However, you will have sole signing authority until you (at any time) or the minor (after the minor's 16th birthday) make arrangements in writing to cancel your signing authority, at which time the minor will acquire sole signing authority.

### Multiple Account Holders (Joint Accounts)<sup>†</sup>

If an account has multiple account holders, the account signing arrangement that you selected during the account opening process will determine from whom we will accept instructions to operate the account, and you will be bound by any instructions given to us by the designated signing authority(ies). Any designated signing authority will remain in force and can be relied upon by us until we receive written notice of change from the designated signing authority(ies). Another account holder cannot be added to an existing account unless all existing account holders have authorized it. To remove an account holder, all account holders must first authorize the closing of the existing account and the remaining account holders must authorize the opening of a new account with a new account number.

Because legal responsibilities and tax consequences vary depending on the ownership, survivorship rights and signing arrangements, you may wish to discuss these matters with your legal and/or tax advisor when establishing an account with multiple account holders. We assume no responsibility for any claim or loss whatsoever arising from or relating to the signing arrangement selected or the ownership or survivorship rights associated with that signing arrangement.

More information regarding joint accounts and the associated risks is available on the Government of Canada's website:

<http://www.seniors.gc.ca/eng/working/fptf/attorney.shtml> 'What every older Canadian

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should know about Powers of Attorney (for financial matters and property) and Joint Bank Accounts’.

† *Not applicable to “In Trust For (ITF) Accounts”, described later in this agreement.*

a) “Any to Sign”

- Joint Tenants with Right of Survivorship (JTWROS) (accounts outside Quebec)
- Joint Holders (JH) (accounts in Quebec)

If the signing arrangement you selected is “any to sign”, we will accept instructions from any one or more of you, without the signature or consent of the others. For example:

- We can deposit in your account all payments received by us from, and payable to, any one or more of you, or collected by us on behalf of any one or more of you. ;
- We can pay and deduct from your account the amount of any cheque, bill of exchange, promissory note, pre-authorized payment or order for payment that is drawn, accepted or made by any one or more of you, even if doing this may cause your account to become overdrawn or increases an existing overdraft;
- We can take instructions from any one or more of you for stopping any payment order (cheque) drawn on your account;
- Except for a lawful claim made against your account, the whole or any part of the credit balance in your account may be withdrawn by any one or more of you.

In addition,

- i) the obligations set out in this agreement are joint and several (solidarily for accounts in Quebec) and each joint account holder is fully responsible for those obligations.
- ii) if your account is held at a branch outside Quebec, the ownership arrangement is joint tenants with right of survivorship (JTWROS). This means that we treat the funds in your account as joint property. If one account holder dies, the account funds are deemed to be owned solely by the surviving account holder or, if there is more than one surviving account holder, owned as JTWROS by the surviving account holders. We can pay the account funds to the surviving account holder or, if there is more than one surviving account holder, to any one or more of the surviving account holders.
- iii) if your account is held at a branch in Quebec, the ownership arrangement is joint holders (JH). This means that if one account holder dies, the deceased’s share of the account funds will be disbursed to the deceased’s estate in accordance with the deceased’s will or as otherwise required by law and the remaining share will be disbursed to the surviving account holder(s) or as otherwise required by law. Unless we are otherwise informed, we will assume that each joint account holder owns an equal share of the account funds.

## b) “All to Sign” or “Multiple Signatures”

- Tenants in Common (TIC) (accounts outside Quebec)
- Joint Holders (JH) (accounts in Quebec)

If the signing arrangement you selected is “all to sign”, we will only accept instructions agreed upon by all of you. If the signing arrangement is “multiple signatures”, we will only accept instructions from the designated signatories in the combination(s) you specified. Under either type of signing arrangement, we can deposit in your account all payments received by us from, and payable to, any one or more of you, or collected by us on behalf of any one or more of you.

In addition,

- i) the obligations set out in this agreement are joint and several (solidarily for accounts in Quebec) and each joint account holder is fully responsible for those obligations.
- ii) if your account is held at a branch outside Quebec, the ownership arrangement is tenants in common (TIC). If your account is held at a branch in Quebec, the ownership arrangement is joint holders (JH). In both cases, this means that if one account holder dies, the deceased’s share of the account funds will be disbursed to the deceased’s estate in accordance with the deceased’s will or as otherwise required by law, and the remaining share will be disbursed to the surviving account holder(s) or as otherwise required by law. Unless we are otherwise informed, we will assume that each joint account holder owns an equal share of the account funds.

## “In Trust For (ITF)” Accounts

If an account has been opened as “In Trust For”, we will only take instructions from the named trustee account holder(s) in accordance with the signing arrangement for the account. For tax reporting purposes, we will require the social insurance number (SIN) of the primary trustee account holder. We will issue tax slips in the name(s) of all trustee account holder(s).

For ITF accounts with multiple beneficiaries, it is the trustee account holders’ responsibility to provide us with the beneficiary information as at April 30th each year to meet CDIC Disclosure By-Law requirements.

Because there may be legal responsibilities and tax consequences associated with opening an ‘ITF’ account, you may wish to discuss these matters with your legal and/or tax advisor. We assume no responsibility for any claim or loss whatsoever arising from or relating to the election to open an ‘ITF’ account, nor to have knowledge of or to observe the terms of any trust, whether written, verbal, implied or constructive.

## Formal Trust

For information on Formal Trust accounts please contact your Scotiabank branch.



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## General Terms & Conditions: All Accounts

### Your Payment Obligations

In return for our opening this personal deposit account, you agree to pay (and we can deduct) from this account any monthly fee and additional service charges for the account.

You also agree that we can deduct from this account, in Canadian currency or that of the foreign currency associated with the account:

- a) Any debt or liability of any of you that is owed to us or to any of our subsidiaries.
- b) Any amount we have paid to you or credited to your account as a result of an instruction from you, regardless of whether or not we have received settlement in respect of such instruction, if in our sole and absolute discretion such instruction is in any way related to a fraudulent item, an item with an endorsement error or an item for which we may otherwise incur a loss, together with all related costs associated with such a charge to your account.

The above-described deductions may create or increase an overdraft. You promise to pay us on request, the amount of any overdraft along with all applicable interest and your overdraft charges

### Where Deposits Payable

The amount of any debt owing by us by reason of a deposit in this account, is payable only at the branch where you have the account, and you are not entitled to ask for payment at any other branch. We may however, permit you (either occasionally or as a regular practice) to withdraw monies and perform other banking transactions at another Scotiabank branch through any branch banking, at Scotiabank automated banking machines, at other designated automated banking machines, or through any other means we may permit. We may require you to give us up to 10 day's notice before you make a withdrawal.

### Inactive Accounts

Your account will be considered inactive if you do not complete a transaction, update your passbook or request a statement of account for 24 months. If your account becomes inactive, we require that you visit the account branch and present acceptable proof of your identity and address to reactivate the account. If your account remains inactive, we will send you a notice after 2, 5 and 9 years of inactivity and a 9 year notice pending transfer of the account balance to the Bank of Canada.

### Account Closure/Terminating a Service

- a) Without Notice: We may close your account(s) and/or terminate any of the services we provide to you, without notice to you, in any circumstance in which we consider it reasonable to do so including, without limitation, in the following circumstances:
- if you do not operate your account in a satisfactory manner; for example, if you maintain an overdrawn balance due to NSF cheques or outstanding service charges;
  - if we have reasonable grounds to believe that you are using an account for, or the account is directly or indirectly the recipient of funds acquired through, illegal or fraudulent purposes;
  - if we have reasonable grounds to believe that it is necessary to terminate our relationship with you in order to protect our customers or employees from physical harm, harassment or other abuse; or
  - if your account has a zero balance or negative balance, has been open for at least 6 months, and has never been active;
  - if your account has a zero balance or negative balance and has been inactive for the past 12 months;
  - if you have a Getting There account and turn 19 years old;
  - if you have a Student account and the fee waiver on the account expires.
- b) With Notice: We may close your account(s) and/or cancel any of the services we provide to you, without reason, by giving you 30 days written notice.
- c) Continuing Obligations: You are not relieved of your obligations with respect to any terminated account(s) or services, until those obligations have been satisfied.

### Foreign Currency Accounts

If this account is in a foreign currency, we can use any third party to act as your agent for funds transfers or other transactions for your account. We are not liable for any act or omission of any third party or for any loss, destruction or delay beyond our control. We are not responsible for any increase or reduction in the value of your account due to changes in foreign currency exchange rates or for the unavailability of funds due to foreign currency restrictions.

A deposit to a *Scotia* U.S. Dollar Daily Interest Account or a *Scotia* Euro Daily Interest Account is not insured by the Canada Deposit Insurance Corporation.

### Verifying Your Accounts

You must review your statements - You must promptly review your paperless or paper account statements, online transaction history or passbook (each "Account Information") to check and verify the transactions/entries. If you believe there are

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any errors or omissions you must tell us in writing within the applicable time period indicated below for the recordkeeping option you have selected. If you do not tell us of an error or omission within the applicable time periods, you

- a) will be deemed to have conclusively agreed to the Account Information, whether or not you have reviewed it, as you are required to do under this agreement, and
- b) agree that you will have no claim against us for reimbursement relating to any account entry, even if the instructions resulting in the charges to your account was forged, unauthorized or fraudulent.

**Paperless Statement** - In order to select 'Paperless Statement' recordkeeping option, which provides electronic statements through Scotia OnLine Financial Services, you must agree to the Consent to Receipt of Electronic Documents Terms and Conditions. That document includes, among other things, your obligation to review electronic documents and the time periods by which you must notify us of errors.

**Passbook** – If you have selected the “Passbook” recordkeeping option, you will need to visit a Scotiabank branch to pick up a passbook for use with that account. In addition, you agree to update it at least every 30 days by visiting any branch or using Scotiabank Automated Banking Machines (ABMs) equipped with a passbook updater (available at select locations). If you do not update your passbook regularly, a passbook statement is automatically generated and mailed to you after 50 transactions have been processed through your account and a fee will be charged. If you believe there are any errors or omissions you must tell us in writing within 60 days of the date of the disputed entry.

**Changing from Passbook** - If you change from 'Passbook' to any other recordkeeping option, the passbook update function will be discontinued and passbook updates will no longer be available. We will forward a one-time final “passbook statement” (passbook transactions printed on a paper statement format using passbook symbols) to you at the end of the current month with all transactions that occurred since your most recent passbook update or since the last time that we sent you a back item statement. The recordkeeping fee for Passbook (if applicable) is not charged for this 'passbook statement'.

**Paper Statement or Paper Statement with Cheque Image Return** – If you have selected 'Paper Statement' recordkeeping option, it will be mailed to the account mailing address you provided us. If you have selected the 'Paper Statement with Cheque Image Return' recordkeeping option, a hard copy of the statement with printed digital images of the front of your cleared cheques processed through your account for the statement cycle will be mailed to you. In addition,

- a) if you have selected the delivery option and a statement is returned to us as “undeliverable”, no further statements will be sent to you until you provide us with a current mailing address. Until such time you agree to use Internet banking,

mobile banking, Telephone banking or a Scotiabank automated banking machine at least once every 30 days in order to verify your account transactions, and

- b) if you have requested to ‘pick up’ the statement, the statement will be mailed to the branch of the account, and an additional monthly fee will be charged.

Replacement paper copies of your statement are available for our posted fee.

If you believe there are any errors or omissions you must tell us in writing within 30 days of the statement date.

If you change from “Paper Statement” to “Paperless Statement” or “Passbook” recordkeeping option, you will receive one final paper statement, which will provide you with a record of transactions for the current statement cycle.

**Braille Statements** – “Braille Statement” recordkeeping option for visually impaired customers is available upon request through the branch of the account.

**Suppression of Statements** – If you have selected a ‘Paperless Statement’, ‘Braille Statement’, ‘Paper Statement’ or ‘Paper Statement with Cheque Image Return’ recordkeeping option, the statement is suppressed automatically (except statements produced in December) if the account is in a zero or positive balance and if there was no activity such as withdrawals, deposits, interest or fees for the statement period.

### **Limits of our Liability**

Under no circumstances will we be liable for any indirect, special, consequential, exemplary or punitive damages or losses in connection with your account or the provision by us of any service, or our refusal to provide any service, even if we knew any such damage or loss was likely or was a result of our negligence or the negligence of our employees, agents or representatives. In addition, we are not liable to you for any other damages or losses, unless caused by our negligence or unless applicable legislation or an industry code to which we have publicly committed requires otherwise.

Nothing in this “Limits of our Liability” section shall operate or be construed in any way to impose any obligations on us that we have not expressly agreed to assume in this agreement or limit any rights we have under any other provision of this agreement or as otherwise provided by law.

### **Amendments**

We may amend this agreement at any time without prior notice.

### **In Quebec**

You have required that this document be drawn up in English. Vous avez exigé que ce document soit rédigé en anglais.



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