

## ScotiaCard Cardholder Agreement

### DEFINITIONS YOU NEED TO KNOW

**Inactive Accounts** mean those deposit accounts having no customer initiated transactions for 24 consecutive months.

**Card** means the ScotiaCard you receive upon request.

**Direct Payment** refers to *Interac*\*\* Direct Payment, NYCE, *Interac* Online or any other system we may designate from time to time for purchase transactions paid for using your ScotiaCard.

**Electronic Signature** refers to each combination of numbers or letters selected by you, for your use, as a means of your authorization to use certain services, but not limited to, use of the card with your personal identification number (PIN) at automated banking machines (ABMs) and Direct Payment terminals, your personal access code for access to TeleScotia® Telephone Banking, Wireless Banking, and your password for access to Scotia OnLine® Internet†† Banking.

**Bill Payment Company** refers to a business/company/utility which has agreed with Scotiabank to be a payee of bill payments through the service for which you have been registered by Scotiabank for telephone, ABM and/or Internet Banking bill payment access.

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

### USING YOUR CARD

Upon request, we will issue you a ScotiaCard in your name. When you receive the card from us, you agree to the terms and conditions described in this agreement. Upon your enrollment, you may access the following services with your card and the electronic signature specific to that service:

### AUTOMATED BANKING SERVICES

You can access your designated accounts through:

- Designated automated banking machines (ABMs)
- Direct Payment terminals
- Telephone/wireless
- Personal computer through the Internet

You authorize Scotiabank to accept your instructions given by any of these methods as if you had given the instructions in writing for bill payments, transfers between accounts and other available Automated Banking Services offered by the respective services.

You can obtain cash advances at ABMs in Canada from Scotiabank VISA\*, ScotiaLine® VISA , ScotiaLine *for Business*, ScotiaLine®, and ScotiaLine® Personal Line of Credit for Students accounts if:

- Automated Banking Services access to these accounts has been prearranged,
- your accounts are in good standing, and
- your account credit limit will not be exceeded by doing so.

You can also access your designated investment accounts including your GICs and mutual fund accounts with Scotia Securities, and Brokerage accounts with ScotiaMcLeod\* and ScotiaMcLeod Direct Investing\* by:

- Personal computer through the Internet,
- Voice response unit,
- Wireless, or
- ABM.

You authorize Scotiabank to accept the instructions given in this manner as if you had given instructions in writing for purchases, sales and transfers between your designated investment accounts and other accounts, or for other services made available from time to time. For certain purposes, when dealing with your investment accounts, we may restrict access to some of your other account options.

### ANY BRANCH BANKING (ABB SERVICE)

You can access your accounts through the ABB Service by presenting your card, together with your passbook or your personalized Scotiabank

cheque, or such other identification, as we reasonably require at any Scotiabank branch within Canada.

*Inactive Accounts cannot be accessed through any Automated Banking Services or through the ABB service.*

### 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):

- A transaction charge at the prevailing rate for each transaction for which the card has been used via the automated banking services listed above, or other designated automatic terminals. A notice of the charges and fees is provided in a readily accessible place in our branches.
- The transaction charges imposed by other financial institutions (inside or outside Canada) for each transaction conducted through their ABMs or direct payment terminals in which the card and electronic signature has been used. Contact the other financial institution for the transaction fees they charge for using their ABMs.
- You acknowledge that the automated banking services charges/fees for each transaction performed are in addition to any account level service charges which apply to your accounts.

### TRANSACTION LIMITS

We may establish and change limits, dollar or otherwise, from time to time, on the various transactions which may be available, without prior notice to you. Cumulative limits currently in effect are:

- ABM/ABB cash withdrawal/advance using your ScotiaCard from your Day-to-Day Bank account, ScotiaLine, ScotiaLine VISA, ScotiaLine *for business* VISA, ScotiaGold VISA, Scotia *Moneyback* VISA, and Scotiabank Value VISA accounts as indicated on your ScotiaCard Banking Access Enrolment/Maintenance Form.†
- Direct Payment limits and CashBack limit as indicated on your ScotiaCard Banking Access Enrolment/Maintenance Form.
- \$1,000 ABM cash advance per day/\$3,000 per week using your Scotia *Moneyback* VISA and Scotiabank Value VISA accounts; plus
- \$2,000 ABM cash advance per day/\$5,000 per week using your ScotiaGold VISA account, ScotiaLine VISA account and ScotiaLine *for business* VISA account.

ABM deposit

- \$99,999 per transaction

ABM/ABB transfer and ABM bill payment limits

- \$100,000 and \$49,999 per day respectively

Internet Banking and Telephone/Wireless Banking transfer limit

- \$100,000 per transaction

Internet Banking and Telephone/Wireless Banking bill payments

- \$49,999 per transaction

### TRANSACTION RECORDS/CONFIRMATION NUMBERS

At the completion of each automated banking services transaction, you will be given a printed transaction record or reference number, unless otherwise requested. If your card and electronic signature is used for an Direct Payment transaction, we may arrange for a third party, such as a merchant, to give you the transaction record.

You agree that cheques or any other form of debit voucher delivered to any Scotiabank branch offering ABB or automated banking services, other than at the branch that keeps your accounts, will not be returned to you, but will be described in your monthly statement or passbook.

### ACCEPTING OUR RECORDS

Our records as to whether an automated banking services or ABB 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

Any automated banking service transaction (excluding automated bill payments) conducted in Canada before 12:00 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 Scotia Chequing account (opened prior to September 23, 1995) or a Current/Business account will normally be posted to the account as of the next business day.

Transactions conducted outside Canada may be posted to an account at a later date.

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 account. We are not responsible for the processing/posting procedures of your designated bill payment companies.

The debit to your accounts for post-dated bill payments and fund transfers are processed 6:00 p.m. Eastern Standard Time on the due date. Transactions for Personal accounts with insufficient funds at the time of processing will be rejected.

### LIMITATION OF LIABILITY

We are not liable to you for any delay, loss, damage or inconvenience which results from providing, or failing to provide any service, except where such losses result from technical problems, bank errors and other 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, whether you are on Bank or other premises.

If your card and electronic signature is used for an Direct Payment transaction, the bank is in no way responsible for the quality or non-receipt of the goods or services. All claims or disputes between you and the merchant, including your rights to compensation or any offsetting rights (set-off) shall be settled directly by the merchant and yourself. We are not liable if a merchant does not accept the card at any time. Where a merchant becomes liable to make any refund to you, we will credit the designated account with the refunded amount only on receipt by us of a properly issued credit voucher or other appropriate verification or authorization of the refund.

You are responsible for any errors, which result from your having incorrectly provided to or selected from us, any account number, dollar amount or other information required for the operation of the service. You acknowledge that once you have confirmed the details of a payment, you may not revoke or stop the payment except, in the case of a TeleScotia Telephone/Wireless Banking or Scotia OnLine Internet Banking services post dated payment. You may make a written/ telephone/internet request to stop the postdated payment no later than one business day before the date the payment is due to be charged to your account.

You are responsible for notifying us of any changes to or errors in billing account information. We may also without notice update your billing account information at the request of the Billing Company.

We may at our discretion and without prior notice, refuse a request for authorization of any card 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 refuse to honour any payment and/or funds transfer request, if there are insufficient funds in your designated account or we may create or increase an overdraft to your accounts according to the agreement governing those accounts.

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

### LOST, STOLEN, AUTHORIZED & UNAUTHORIZED USE OF THE CARD

You will notify us immediately, by telephone and in writing, of the loss, theft or any unauthorized use of the card or electronic signature. Your liability will cease only when we receive notice of such loss, theft or unauthorized use.

You are responsible for the care and safety of the card and your electronic signature. You will keep your electronic signature confidential; secure from all persons without exception and apart from the card at all times. You are liable for all card transactions incurred using your electronic signature.

### LIMITATION FOR AUTHORIZED & UNAUTHORIZED USE OF THE CARD

You are liable for all debts, withdrawals and account activity resulting from:

- Authorized use of the card by persons to whom you have made the card and/or electronic signature available.
- Unauthorized use of the card and/or electronic signature, where you have made available for use the card and electronic signature by keeping them together or in such a manner as to make them available for use, until we have received notice of loss, theft or unauthorized use.

You will not be liable for losses in circumstances beyond your control. Such circumstances include:

- Technical problems and other system malfunctions.
- Unauthorized use of a card and PIN
  - after the card has been reported lost or stolen;
  - the card is cancelled or expired or
  - you have reported the PIN is known to another person;
  - where you have been a victim of force or intimidation, provided you have not contributed to the loss;
  - fraud or negligence caused by us.

You will be considered as contributing to the unauthorized use of the card and/or electronic signature and will be fully liable for all debts, withdrawals and account activity where:

- The electronic signature you have selected is the same as or similar to an obvious number combination such as your date of birth, bank account numbers or telephone numbers.
- You write your electronic signature down or keep a poorly disguised written record of your electronic signature, such that it is available for use with your card, or
- You otherwise reveal your electronic signature, resulting in the subsequent unauthorized use of your card and electronic signature together.

Until such time as you notify us of the loss, theft or unauthorized use of the card and electronic signature, you will be liable for all withdrawals or other transactions on your accounts up to the maximum daily and weekly permitted withdrawal amounts through ABMs. You will also be liable for all purchases/withdrawals up to the maximum daily and weekly Direct Payment limits for Direct Payment transactions. The Direct Payment liability is over and above the maximum daily and weekly ABM withdrawal amounts.

You will also be liable for other losses which occur through Automated Banking Services, including but not limited to, Scotiabank VISA, ScotiaLine VISA, ScotiaLine *for business* VISA card, and/or ScotiaLine line of credit cash advances, collectively called "other losses". You are liable for these losses if they occur as a result of authorized or unauthorized use of your card and/or electronic signature or the Automated Banking Service.

Note the amount of the loss may exceed your account balance if your account has overdraft protection or if a fraudulent deposit has been made to your account.

### VISA account liability clause:

**You understand that each withdrawal or transfer from your Scotiabank VISA account is treated as a cash advance under the Revolving Credit Agreement. If VISA cash advance losses occur through Automated Banking Services, the liability for those losses under this Agreement is in addition to the liability you incur under your Revolving Credit Agreement.**

### OTHER AGREEMENTS

All credit agreements and all banking agreements governing your accounts, apply to Automated Banking Services transactions. When using your card to access your VISA account, you will be governed in all other respects by the terms of your Scotiabank Revolving Credit Agreement. If there is a conflict between this agreement and the Revolving Credit Agreement, the Service Request, the Day-to-Day Banking Companion Booklet, or the Business Banking Services Agreement, the ScotiaCard Cardholder Agreement will prevail.

### ScotiaCard Customer Service

If your card is lost or stolen, or retained by the automated banking machine, immediately visit your nearest Scotiabank branch and request a replacement or call one of the following numbers:

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

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



For more information about our electronic banking services, fees or rates, please contact ScotiaCard Customer Service at 1-800-4SCOTIA (1-800-472-6842) or visit any Scotiabank branch.

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



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™ Trademarks of The Bank of Nova Scotia.

- Interac Inc. owner of the mark Interac. The Bank of Nova Scotia authorized user of the mark.

†† *Internet Banking* capability requires a personal computer, modem, and Internet access.

\* Visa Int./Lic. user of The Bank of Nova Scotia.

▲ ScotiaMcLeod and ScotiaMcLeod Direct Investing are divisions of Scotia Capital Inc. Member CIPF.

† ABB cash advance using your ScotiaCard from your ScotiaLine, ScotiaLine VISA, ScotiaLine *for business* VISA, ScotiaGold VISA, Scotia *Moneyback* VISA, and Scotiabank Value VISA accounts will vary by account based on the Available Credit Limit.

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# ScotiaCard™ Cardholder Agreement and Scotiabank Group Privacy Agreement



Record your ScotiaCard number above for easy reference in the event that it is lost or stolen.



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, registries, other companies in the Scotiabank Group 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 VISA\*\* account with us, we may give information (except health information) about you to VISA Canada Association, VISA International Service Association and their employees and agents, for the purpose of processing, authorizing and authenticating your VISA card transactions, providing you with customer assistance services, and for other purposes related to your VISA account. We may also give this information in respect of your participation in contests and promotions administered by the Association 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 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, you may only withdraw your consent as noted above so long as the consent does not relate to underwriting or claims where the Scotiabank Group member 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.

#### Further information

You acknowledge that we may amend this agreement from time to time to take into consideration changes in legislation or other issues that may arise. We will post the revised agreement on our website listed below and make it available at our branches. We may also send it to you by mail.

For further information about any Scotiabank Group Member's privacy policies, please refer to the brochure: *The Scotiabank Group & You: A Question of Privacy* available at any Scotiabank Group Member's branch or office, or the Scotiabank website at [www.scotiabank.com](http://www.scotiabank.com) or call us toll-free at 1-800-4-SCOTIA (1-800-472-6842). Copies of our entire formal Privacy Code as well as the *Scotiabank Guidelines for Business Conduct* are available to the public on the Scotiabank website at [www.scotiabank.com](http://www.scotiabank.com). These documents form part of the Scotiabank Group Privacy Agreement.

Last revised May 2006

\* For the purposes of this Agreement, Scotiabank Group means, collectively, Scotiabank and all of Scotiabank's subsidiaries with respect to their operations in Canada. Scotiabank Group Member means Scotiabank or any one of its subsidiaries with respect to its operations in Canada.

- 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. We may also do this after the Service has ended. You may withdraw your consent at any time by giving us reasonable notice (see below).
- We may give information (except health information) about you to other members of the Scotiabank Group (where the law allows this) so that these companies may tell you directly about their products and services. The Scotiabank Group 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. This consent will apply to any companies that form a part of the Scotiabank Group in the future. You also agree that we may provide you with information 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). For a list of Scotiabank's affiliates and subsidiaries in Canada, please refer to the Public Accountability Statement/Corporate Social Responsibility Report available at any Scotiabank branch or on the Scotiabank website at [www.scotiabank.com](http://www.scotiabank.com).
- If we sell a company in the Scotiabank Group or a portion of the business of a Scotiabank Group Member, 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 Group privacy policies and practices.
- 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.
- 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 information at any time in the future by giving us reasonable notice. Depending on the circumstances, however, withdrawal of your consent may impact on our ability to provide you or continue to provide you with some 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 the Scotiabank Group.

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	1-800-472-6842
ScotiaMcLeod Direct Investing	1-800-263-3430
ScotiaMcLeod and Scotia Private Client Group	1-866-437-4990
ScotiaLife	1-800-387-9844

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

Service and while you are our customer, you agree that:

We may collect personal information from you and about you such as:

- Your name, address, occupation and date of birth, which is 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 annual income, assets and liabilities and credit history;
- Information about your transactions, including payment history and account activity;
- Other information we may need in order to provide you with a Service such as health information if you are applying for certain insurance products.

We may collect from, and use and disclose this personal information to, any person or organization 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;
- To set up, manage and offer Services that meet your needs;
- To provide you with ongoing Service;
- To meet our legal and regulatory requirements;
- To investigate and adjudicate insurance claims; 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.

We will use health information strictly for the provision of an insurance Service.

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, mail distribution and marketing, and you acknowledge that we may release information about you to them. 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. 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 Group privacy policies and practices.

- We may collect, use and disclose your Social Insurance Number (SIN) for income tax reporting purposes, 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.
- 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 a Service and during the time you have the Service, we may consult various financial service industry databases or private Investigative Bodies maintained in relation to the type of Service you have applied for or have. You also authorize us to release information about you to these databases and Investigative Bodies. In Canada, Investigative Bodies are designated under the regulations of the Personal Information Protection and Electronic Documents Act (PIPEDA) and include such organizations as the Bank Crime Prevention and Investigation Office of the Canadian Bankers Association and the Investigative Services Division of the Insurance Bureau of Canada.
- We may monitor or record any telephone call we have with you. The content of the call may also be retained. We may inform you prior to proceeding with the call of this possibility. 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.

#### PROCESSING FOREIGN CURRENCY WITHDRAWALS AND DIRECT PAYMENTS

Cash withdrawals or Direct Payments obtained in a foreign currency using your card and electronic signature will be deducted from your accounts in Canadian dollars. VISA International or Acxsys Corporation, respectively, on our behalf determines the exchange rate on the date of conversion. This rate may be different from the rate in effect on the date your withdrawal or Direct Payment occurred. For Cash withdrawals, the rate includes an additional amount equal to 2.5% of the converted amount. For Direct Payments, the rate includes an additional 2.5%. For each foreign currency withdrawal or Direct Payment, a converted Canadian dollar amount will be deducted from your account(s), plus a charge per withdrawal or Direct Payment as defined in the applicable Revolving Credit Agreement, Service Request or Day-to-Day Banking Companion Booklet governing the accounts.

#### CHANGING LIMITS & DESIGNATED ACCOUNTS

We may establish and change limits (dollar or otherwise) from time to time, on the types of transactions which may be available, or companies which may be paid in connection with any of the Automated Banking Services or the ABB services provided for in the agreement. We may designate one or more of your accounts for the FastCash or other services available through our Automated Banking Services or Direct Payment terminals. Any designation may be cancelled or changed by you in writing at any time.

#### CANCELLING BANKING SERVICES

We may at any time, without notice, withdraw any ABMs or Direct Payment terminals from use, or cancel or vary the whole or any part of the services we offer you through the use of the card. No post dated bill payments, funds transfer and/or cash advance requests will be processed after cancellation of the service.

#### ADDING OR CHANGING THE TERMS OF THIS AGREEMENT

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

- a notice addressed to you at your last address on our records
- a notice prominently displayed at all bank ABMs
- an announcement through the Voice-Response-Unit (VRU)
- a notice on the Scotiabank web site
- a notice in a readily accessible place in our branches.

#### SETTLING DISPUTES

All disputes between you and a designated bill payment company, including your rights to compensation or any offsetting rights (set-off), shall be settled directly by the company and yourself. We do not verify, nor are we required to, that any purpose for which the payment is made has been fulfilled by the company as a condition of honouring your payment request on your account.

Any dispute you have regarding the services provided by this agreement will normally be resolved within 10 business days after your branch of account is notified in writing of the dispute. If a dispute cannot be resolved within this time, we will provide you with information concerning our dispute resolution process and how long each step will normally take.

#### IN QUEBEC

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

### Scotiabank Group Privacy Agreement

In this Agreement, "we", "our" and "us" mean, as applicable, any Scotiabank Group Member or the collective Scotiabank Group\*; "you" and "your" mean an individual who has made application to us for any personal or business banking, insurance, brokerage or financial product or service offered by us ("Service"), including any co-applicants, guarantors or personal representatives.

#### Collecting, using and disclosing your information

- When you apply for, or provide a guarantee in respect of, or use any