# 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.

You agree to use your *ScotiaCard* banking card and Electronic Signature according to the terms of this Agreement and any other terms or conditions that we may advise you of from time to time.

#### Definitions You Need to Know

Account means a deposit account, credit card account, investment or brokerage or loan account such as a *ScotiaLine*® line of credit account you have with us that can be accessed using your *ScotiaCard* banking card and your Electronic Signature.

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

Automated Banking Services means the channels where you can access your designated Accounts and includes:

- designated automated banking machines (ABMs)
- Direct Payment terminals (also referred to as debit point-of-sale terminals) that display the symbols of any system we may designate from time to time
- mobile banking (text banking or mobile Internet banking)
- *Scotia OnLine*® Financial Services (online financial services accessed by personal computer)
- TeleScotia® automated telephone banking

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, telephone banking, ABM, Scotia OnLine® Financial Services and/or mobile banking bill payment access.

Card and ScotiaCard banking card mean the ScotiaCard banking card and any replacement card that we have issued to you or any card that we have reissued to you, that has a unique card number and that is used with your Electronic Signature to access Automated Banking Services.

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

 $Direct\ Payment\ refers\ to\ Interac^\dagger$  direct payment, NYCE,  $Interac\ Online\ or\ any\ other$  system we may designate from time to time to pay for goods or services by using your  $ScotiaCard\ banking\ card.$ 

Electronic Signature refers to each combination of numbers and/or letters selected by you, for your use, as a means of your authorization to use certain services that are available from us from time to time. Your Electronic Signature includes, but is not limited to, (i) your personal identification number (PIN) used at branches, automated banking machines (ABMs) and Direct Payment terminals, (ii) your personal access code (PAC) for access to *TeleScotia* automated telephone banking, and (iii) security codes such as access codes and passwords for access to Scotia OnLine Financial Services†† and mobile banking†††, for use in association with your Card.

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

PIN means the secret and confidential personal identification number you have selected for your ScotiaCard banking card. The PIN is used in conjunction with your ScotiaCard banking card to confirm your identity and to authorize transactions performed using your Card.

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

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

#### **Electronic Signature**

Protecting the security of your Card and your Electronic Signature is important. You agree to keep your Electronic Signature confidential and separate from your Card at all times. You further agree to select an Electronic Signature that cannot be easily guessed and to **not use** a combination selected from your name, date of birth, telephone number(s), bank account number(s), address or social insurance number.

No one but you is permitted to know or use your Electronic Signature. If someone obtains your Card and your Electronic Signature in a way that allows them to be used together, you may be liable for their use of your Card. Please refer to the "Limitation for Authorized & Unauthorized Use of the Card" section in this Agreement for more information about when you are liable and when you are not.

# **Using Your Card**

Upon request, we will issue you a ScotiaCard banking card in your name. When you receive the Card or any Card we have reissued to you or if you select a PIN, sign the reverse of the Card, activate or use the Card that means you have received and read this Agreement and you agree with its terms.

Once enrolled, you can access any of the Automated Banking Services by using your Card and your Electronic Signature.

# Chip Cardholders

Your Card has an expiry date. A new Card will be re-issued to you before the expiration date on the Card. You agree not to use your ScotiaCard banking card after the Card's expiry date. If it is used, you are liable for all transactions that are incurred.

#### **Automated Banking Services**

You can access your designated Accounts through:

- designated automated banking machines (ABMs)
- Direct Payment terminals (also referred to as debit point-of-sale terminals) that display the symbols of any system we may designate from time to time
- mobile banking (text banking or mobile Internet banking)
- Scotia OnLine Financial Services (online financial services accessed by personal computer)
- *TeleScotia* automated telephone banking

You authorize Scotiabank to accept your instructions given through any of these methods as if you had given the instructions in writing, for any service request the Bank is prepared to honour, for bill payments, transfers between Accounts, transfers to third parties such as e-mail money transfers and any other available Automated Banking Services offered by the Bank from time to time.

You can obtain cash advances at designated ABMs in Canada from your Scotiabank VISA\* card, your *ScotiaLine*® VISA\* personal line of credit account, your *ScotiaLine*® *for business* VISA\* card, your *ScotiaLine*® personal line of credit and your *ScotiaLine*® personal line of credit for students accounts if:

- Automated Banking Services access to these designated 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 your Accounts with Scotia Securities Inc.) and brokerage accounts with ScotiaMcLeod<sup>4</sup> through:

- designated ABMs
- our brokerage automated telephone service
- Scotia OnLine Financial Services
- mobile banking (certain display limitations apply)
- TeleScotia automated telephone and wireless banking

You authorize Scotiabank and Scotia Securities Inc. to accept your instructions given through any of these methods as if you had given instructions in writing for purchases, sales and transfers between your designated investment Accounts and other accounts, or for any other Automated Banking Services offered by us or Scotia Securities Inc. 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 designated Accounts through the ABB Service by presenting your Card 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.

Inactive Accounts cannot be accessed through any Automated Banking Service(s) 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) the following:

A transaction charge at the prevailing rate (as determined by us from time to time) for each transaction for which your Card or ScotiaCard banking card or Card number has been used through 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 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 the Card and Electronic Signature have been used. You should contact the other financial institutions for the transaction fees or service fees they charge for using their ABMs or direct payment terminals.

You acknowledge that the transaction charges and service fees charged by Scotiabank and the other financial institution for each transaction performed are in addition to any account level service charges that apply to your Accounts.

#### **Transaction Limits**

We may establish and change limits, dollar or otherwise, from time to time, that apply to your use of the Scotia Card banking card and on the various transactions which may be available through the services, without prior notice to you.

All fees and limits for *Interac* e-mail money transfers, Western Union money transfers, Interac OnLine purchases or foreign currency transfers are subject to change and can be viewed on Scotia OnLine Financial Services or through the "Ask Scotia" functionality in www.scotiabank.com.

Cumulative limits currently in effect are:

ABM/ABB cash withdrawal/advance using your ScotiaCard banking card from your day-to-day bank account, ScotiaLine personal line of credit account, ScotiaLine VISA\* personal line of credit account, ScotiaLine for business VISA\* line of credit account, ScotiaGold Passport® VISA\* card, Scotia Momentum® VISA\* card, No-Fee Scotia Moneyback® VISA\* card, Scotiabank Value® VISA\* card, Scotiabank No-Fee Value<sup>®</sup> VISA, SCENE<sup>†TM</sup> VISA\* card, ScotiaGold Passport for business VISA\* card, ScotiaHockey VISA card and Learn TM VISA\* card as indicated on your ScotiaCard Banking Access Enrolment/Maintenance Form.\*

- Direct Payment limits and the cashback limit as indicated on your *ScotiaCard* Banking Access Enrolment/Maintenance Form.
- \$250 ABM cash advance per day; \$1,000 per week using your *L'earn* VISA\* card and SCENE VISA\* card account for students; and
- \$1,000 ABM cash advance per day; \$3,000 per week using your *Scotia No Fee MoneyBack* VISA\* card and *Scotiabank Value* VISA\* card; and
- \$2,000 ABM cash advance per day;\$5,000 per week using your *ScotiaGold Passport* VISA\* card, *ScotiaLine* VISA\* card and ScotiaLine for business VISA\* card.
- ABM deposit
  - \$99,999 per transaction
- ABM/ABB transfer and ABM bill payment limits
  - \$100,000 and \$49,999 per day respectively

Scotia OnLine Financial Services, 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).

Scotia OnLine Financial Services, mobile banking, TeleScotia telephone banking bill payments

• \$49,999 per transaction

\* ABB cash advance using your ScotiaCard banking card from your ScotiaLine personal line of credit account, ScotiaLine VISA\*card, ScotiaLine for business VISA\* card, ScotiaGold Passport VISA\*card, Scotia Momentum VISA\*card, No Fee Scotia Moneyback VISA card, Scotiabank Value VISA\* card, Scotiabank No Fee Value VISA card, SCENE VISA\* card, ScotiaGold Passport for business VISA\* card, ScotiaHockey VISA card and L'earn VISA\* card will vary by account based on the available credit limit.

#### Transaction Records/Confirmation Numbers

At the completion of each Automated Banking Services and ABB transaction, you will be given a printed copy of a transaction record, unless otherwise requested, or you will be provided with a reference number. If your Card and Electronic Signature is used for a 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 transaction performed at any Scotiabank branch offering ABB or done through any Automated Banking

Services, other than at the branch where you maintain your Account(s), will not be returned to you, but rather a description of transaction only (e.g. cheque, debit voucher or debit memo) will be reflected in your monthly statement or passbook.

## Accepting Our Records

Our records as to whether an Automated Banking Services or an 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 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 (opened prior to September 23, 1995) 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.

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 Scotia OnLine Financial Services, mobile banking or TeleScotia telephone banking, 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 will be rejected.

#### Limitation of 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 TECHNICAL PROBLEMS, BANK ERRORS 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.

THE BANK IS NOT RESPONSIBLE FOR ANY LOSSES OR DELAYS IN TRANSMISSION OF INSTRUCTIONS ARISING OUT OF THE USE OF ANY ACCESS SERVICE PROVIDER OR CAUSED BY ANY BROWSER SOFTWARE. WE ARE NOT RESPONSIBLE FOR ANY SYSTEM DISRUPTIONS, INCLUDING DISRUPTIONS CAUSED BY ANY COMPUTER VIRUS, BROWSER SOFTWARE OR RELATED PROBLEMS OR BY ANY ACCESS SERVICE PROVIDER.

Neither the Bank, any access service provider and any other information provider, make any express or implied warranties concerning the ABM services, *Scotia OnLine* Financial Services, mobile banking or Internet browsers 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.

If your Card and Electronic Signature is used for a Direct Payment transaction, the Bank is in no way responsible for the quality or non-receipt of the goods or services from any stores, retailers or merchants. We are also not responsible for any problems you have with any Bill Payment Company when you use your Card and Electronic Signature to pay a bill.

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

You are responsible for any errors, which result from your having incorrectly provided us with or having selected any account number, dollar amount or other information required for the operation of the Automated Banking Services. 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 Scotia OnLine Financial Services, mobile banking or TeleScotia telephone banking. Such post-dated payments and transfers can be cancelled directly through Scotia OnLine Financial Services until 6 p.m. EST on the day they are scheduled to take place. You can also request cancellation of a post-dated payment or transfer by speaking directly with one of our Contact Centre representatives at the latest one (1) business day before the schedule payment or transfer date.

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

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 place a hold on ABB or ABM deposits pending verification.

#### Lost, Stolen, Authorized & Unauthorized Use of the Card

You are responsible for the care and safety of your Card and your Electronic Signature. You agree to:

- always keep your Electronic Signature strictly confidential and never reveal it to anyone including any Scotiabank employee or other financial institution employee, law enforcement agency or even close family members or friends;
- keep your Electronic Signature separate and apart from your Card and make a reasonable attempt to hide or disguise the Electronic Signature so that no one else can easily guess that it is a record of your Electronic Signature; and
- keep your Card in a safe place and never let anyone else use it;
- always make sure that you can see your Card at all times when you are using if for a Direct Payment transaction;
- if you suspect that someone knows your Electronic Signature, immediately change it at any of our ABMs that allow you to make a PIN change or at the branch where you maintain your Account or call us and we will deactivate your Card;
- notify us immediately, by telephone and in writing, of the loss, theft or any unauthorized use of your Card or Electronic Signature. Your liability will cease only when we receive notice of such loss, theft or unauthorized use;
- use your free hand or body to shield the entry of your Electronic Signature at ABMs and for other Automated Banking Services and Direct Payment transactions;
- always remember to take your Card and transaction record (if requested) after a transaction is completed;

- 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 should visit your branch where you maintain your Account or contact us immediately;
- not to write your PIN on your Card.

You must not disclose any other security codes such as passwords, access codes and Account numbers that may be used or required for Automated Banking Services, the ABB Service or any other service transactions. You are responsible and liable for all authorized 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:

- use of the Card by you or by persons to whom you have made your Card and/or Electronic Signature available or who received possession of your Card and/or Electronic Signature with your consent:
- 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, including, without limitation, using the "Save My Card" or "Remember My Card" features on a public access computer until we have received notice of loss, theft or unauthorized use; or
- any failure to comply with the terms of this Agreement.

You will not be liable for losses in the following circumstances:

- technical problems and other system malfunctions;
- unauthorized use of your Card and Electronic Signature, including your PIN, PAC, password or access code after the Card has been reported to us as lost or stolen;
- vour Card is cancelled or expired:
- you have reported another person knows your Electronic Signature including your PIN, PAC, password or access code;
- where you have been a victim of force or intimidation, provided you have not contributed to the loss; or
- 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 responsible and 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 number, address, social insurance number or telephone number;

- 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 to anyone, 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 responsible and liable for all withdrawals, payments, transfers from your Accounts and any other transactions involving your Accounts performed through any of our ABMs, any other financial institution's ABMs, TeleScotia telephone banking, Scotia OnLine Financial Services or mobile banking up to the maximum daily and weekly permitted withdrawal amounts through ABMs which we establish from time to time. You will also be liable for all purchases and 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 your, Scotiabank VISA\* card, ScotiaLine VISA\* card, ScotiaLine for business Visa card and/or ScotiaLine personal line of credit account and cash advances, collectively called "Other Losses". You are liable for these losses if they occur as a result of the 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\* card is treated as a cash advance under the Revolving Credit Agreement. If VISA\* card 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.

## 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 the date the 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 that govern the Account(s).

If you use your Card 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).

When you use Scotia OnLine Financial Services or TeleScotia telephone banking services for fund transfers from Canadian dollar to U.S. dollar bank accounts, 0.02 will be added to Scotiabank's posted U.S. dollar client buy rate. Similarly, for fund transfers from U.S. dollar to Canadian dollar bank accounts, 0.02 will be subtracted from Scotiabank's posted U.S. dollar client sell rate. The exchange rate quoted at transaction time will include this amount, as appropriate.

We will not assume any risks associated with foreign currency exchange gains or losses from cross-currency conversions resulting from the use of your Card. 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 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 this Agreement.

We may designate one or more of your Accounts for the FastCash<sup>TM</sup> or other services available through our Automated Banking Services or Direct Payment terminals, You can cancel or change any designation at any time by letting us know in writing.

# 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 Card.

No Automated Banking Services transactions, including, without limitation, deposits, bill payments, post dated bill payments, funds transfer, loan payments, enquiries, mini statements and/or cash advance requests 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;
- an announcement through the Voice-Response-Unit (VRU);
- 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 Scotia OnLine Financial Services; or
- a text message sent to your mobile device.

Your continued use of the Account or if you have funds on deposit in the Account after we have provided notice or if you continue to use of any of the Automated Banking Services or any other services following notice of such change means that you agree to and accept the new terms and conditions of the ScotiaCard Cardholder Agreement as amended, modified and/or replaced.

## **Settling Disputes**

All disputes between you and a designated Bill Payment Company, 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.

Any dispute you have regarding the services provided for under this Agreement will normally be resolved with ten (10) business days after you have notified your branch of Account has notified in writing of the dispute. If a dispute cannot be resolved within this timeframe, we will provide you with the information concerning our dispute resolution process and how long each step will normally take.

## 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.

## Other Agreements

All credit agreements and all other banking agreements governing your Accounts apply to any and all Automated Banking Services transactions.

When using your Card to access your Scotiabank VISA\* card, 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 as it relates to the use of your Card and the services contemplated in this Agreement.

## ScotiaCard banking card Customer Service

If your Card is lost or stolen, or retained by an 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 1-800-575-2424 Service en français 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 banking card Customer Service at 1-800-4SCOTIA (1-800-472-6842) or visit any Scotiabank branch.

Information on Automated Banking Services can be obtained on the Scotiabank website at: www.scotiabank.com or by calling ScotiaCard banking card Customer Service at: 1-800-4SCOTIA (1-800-472-6842).

Scotiabank voluntarily adheres to the Canadian Code of Practice for Consumer Debit Card Services. For information about the Code visit www.cba.ca

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TM Trademarks of The Bank of Nova Scotia.

<sup>†</sup>TM Trademark of Scene IP LP.

<sup>†</sup> Interac Inc. owner of the mark Interac. The Bank of Nova Scotia authorized user of the mark.

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

<sup>††</sup> Online banking capability requires a personal computer, modem and Internet access.

<sup>†††</sup> Mobile banking capability requires a text messaging and/or 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>lt;sup>▲</sup> ScotiaMcLeod and ScotiaMcLeod Direct Investing are divisions of Scotia Capital Inc. Member CIPE.