

In this Agreement, “you” and “your” refer to the primary cardholder, the secondary cardholder and, as the context requires, any supplementary cardholder(s) you name and authorise on the Scotiabank credit card account, unless otherwise mentioned.

“We”, “our”, “us”, “Scotiabank” and “the Bank”, mean Scotiabank Trinidad and Tobago Limited.

“Scotiabank Group\*” means, collectively, Scotiabank Trinidad and Tobago Limited, its parent company The Bank of Nova Scotia and all of its subsidiaries and affiliates.

“Scotiabank Group Member” means Scotiabank Trinidad and Tobago Limited, or its parent company The Bank of Nova Scotia or any one of its affiliates or subsidiaries.

If you or a supplementary cardholder keep or use the Scotiabank credit card(s) (“Card”(s)) and/or Scotiabank credit card cheques, or if we provide you with a renewal or replacement Card(s), it means that you agree to the terms and conditions of this Agreement and the Scotiabank Group\* Privacy Agreement which is available on our website.

**You understand and agree that you, the primary cardholder, and the secondary cardholder (if applicable), are liable for all charges incurred on the account, including charges incurred by all supplementary cardholders.** Your Card application forms part of this Agreement.

## YOUR RIGHTS AND OBLIGATIONS

### USING THE CARD

You can use your Card and Scotiabank credit card cheques wherever it or they are accepted to buy goods or services (“purchases”) and for other purposes the Bank may authorise from time to time.

You can obtain cash advances from financial institutions that accept your Card. By using your Card, together with the Personal Identification Number (“PIN”) you have chosen, you can also obtain cash advances at any automated teller machine (“ATM”) displaying the Plus<sup>+</sup> symbol (if your Card is a Visa Card) or the Cirrus<sup>®</sup> symbol, if your Card is a MasterCard<sup>®</sup> Card.

When you receive your Card, you must sign it immediately and take every reasonable precaution to keep it safe. We will not be liable if a merchant, a business or an ATM does not accept your Card or Scotiabank credit card cheques for any reason.

You will give the Bank such financial statements and information as the Bank may from time to time request to keep your file up to date.

The use of your Card and Scotiabank credit card cheques are subject to any legal restrictions, regulations or procedures that the Central Bank of the country in which your Card is issued or any other governmental authority or other authority may impose. You may not use your Card or Scotiabank credit card cheques for any transaction that is illegal, including the purchase of goods or services that are prohibited by local law applicable in the jurisdiction in which the Card was issued. You acknowledge and agree that we can decline any transaction that we consider to be in breach of any such legal restrictions, regulations or procedures.

You agree that all transactions, including all purchases made using the Card and all cash advances made using the Card will be for personal, household or family purposes only. Your violation of this provision does not relieve you of your obligations to repay us for all such amounts along with any interest, fees or other amounts you may owe us pursuant to this Agreement.

### FOREIGN CURRENCY TRANSACTIONS

All your debt incurred through the use of the Card or Scotiabank credit card cheques will be billed in and payable by you in the currency of the country in which your Card is issued (“currency of the Card”). All Card transactions completed in a currency other than the currency of the Card will be converted and posted to the statement in the currency of the Card. This includes debit and credit vouchers.

Foreign currency transactions (including both debits purchases and cash advances) and credits (returns) to your Card account will be converted to the currency of the Card at the foreign exchange rate equal to the rate determined on our behalf by MasterCard International Incorporated or Visa International Inc., depending on whether your Card is a MasterCard Card or Visa Card, plus a percentage mark-up as may be determined by the Bank from time to time, on the date a transaction is debited or credited to the Card account. The exchange rate at the date of conversion may be different from the exchange rate in effect on the date the transaction was made.

For payments made on your Card account in a foreign currency, we will use the exchange rate normally charged to our customers on the date the payment is posted to your Card account. This rate is subject to change from time to time and is available in each of our branches in Trinidad and Tobago.

We will not assume any risk associated with foreign currency exchange gains or losses from cross-currency conversions resulting from your use of the Card. Any gains made or any losses incurred by you in connection with foreign currency transactions because of currency rate fluctuations between the date a debit is posted and the date any subsequent credit is posted to your Card are for your account and shall be payable to or by you (as the case may be).

### REPAYING THE AMOUNTS YOU OWE

When you use your Card and/or Scotiabank credit card cheques, or allow others to use it or them, you incur a debt to us. Interest, service charges, and annual fees that we charge you under this Agreement together with applicable stamp duties will be added to your debt and will form part of it. You agree to repay the debt to the Bank.

### WITHHOLDING TAXES

If at any time you are required to make any deduction or withholding in respect of any Taxes from any payment due to us under this Agreement, the sum due from you in respect of such payment shall be increased to the extent necessary to ensure that, after the making of such deduction or withholding, we receive on the due date for such payment (and retain free from any liability in respect of such deduction or withholding) a net sum equal to the sum which we would have received had no such Taxes been required to be deducted or withheld, and you shall pay the full amount required to be deducted or withheld to the relevant authorities. **You shall indemnify us against any and all losses, costs, interest payable and penalties we incur by reason of any failure by you to timely pay such Taxes by reason of any increased payment as a result of your not having filed any return, form or information statement that may be required by any authorities.**

We do not undertake to advise you of any legal responsibilities you might have with regard to Taxes. It is your sole responsibility to ensure any and all such amounts are properly and timely remitted and reported, and that we receive full payment of the full amount of any minimum monthly payment, interest or other amounts due in accordance with the provisions of this Agreement.

“Taxes” means any present or future levy, impost, duty, charge, assessment or fee of any nature (including interest, penalties and additions thereto) by any government or other taxing authority in respect of any payment under this Agreement, including, without limiting the generality of the foregoing, income taxes, sales taxes, use taxes, goods and services taxes, excise taxes, value-added taxes, levies, assessments, stamp duties and similar taxes.

### **MAKING A MINIMUM MONTHLY PAYMENT**

If you do not repay your debt in full by your statement payment due date, you agree to make the minimum monthly payment in the currency stated in the statement. We will tell you the amount of the total minimum payment required on each statement. We may require a different monthly payment and will notify you of this beforehand. Any overdue payment or over limit amount must be paid as soon as you receive your statement. If you pay more than the outstanding balance owing, we will not pay you any interest on the credit balance.

If you do not pay at least your Minimum Payment by the Payment Due Date, we may, at our discretion, increase the interest rate applicable to all new and existing balances on your Account. You will pay interest on all your new and existing balances on your Account at such rate as may be shown in your Account Statement. You will continue to pay the higher rate of interest until such time as you have paid at least the Minimum Payment by the Payment Due Date for six consecutive months.

We can debit the minimum payment amount, overdue payment, over limit amount or any outstanding amount from any of your Scotiabank accounts on the due date shown on the statement. You authorise us to debit any of your Scotiabank accounts for all or any portion of the debt you owe us.

Payments can be made at any branch of the Bank in the country in which your Card is issued, or through any alternate payment channel offered to you by the Bank from time to time, including but not limited to Scotiabank’s 24-Hour ATMs, via the Internet and by telephone banking, if such payment channels are available in the country in which your Card is issued. To make payments at an ATM, via the Internet or by telephone, you will require a ScotiaCard\* banking card. Payments may take up to two business days to process.

### **MAKING PAYMENT WHEN MAIL SERVICE IS DISRUPTED**

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

### **REQUESTING CARDHOLDER SERVICES**

You have requested the features, benefits and services provided automatically with the Card. You understand that optional services may be available to you at an additional cost. Further, you understand that all services available with your Card may be governed by separate agreements or authorisations with which you agree to be bound. You also understand that some of these services are supplied by firms independent of us and that we are not responsible or liable for them.

### **TELLING US ABOUT LOSS, THEFT OR UNAUTHORISED USE**

You will inform us immediately by telephone and immediately in writing about the loss, theft or unauthorised use of any Card, PIN or Scotiabank credit card cheques. If you even suspect unauthorised use, you will let us know immediately. Until further notice, such information shall be supplied to the Bank by telephone at 62-SCOTIA (627-2684) during regular business hours, or 625-PLUS (625-7587) outside of regular business hours. If any Card and/or Scotiabank credit card cheques

is/are lost or stolen, subject to the applicable laws within the country in which the Card and/or Scotiabank credit card cheques were issued, you will be liable for all debts, including accrued interest, resulting from their use until you have told us that they have been lost or stolen. If you have previously authorised someone to use your Card or Scotiabank credit card cheques, and have subsequently withdrawn your authorisation, you will continue to be liable for all debts incurred by their use until they have been surrendered to us.

### **KEEPING YOUR PERSONAL IDENTIFICATION NUMBER (PIN) CONFIDENTIAL**

You agree to keep your PIN separate from your Card, safe and confidential at all times. If you do not keep your PIN confidential, or if you keep your Card and your PIN in a way that would enable someone else to use them together, you will be liable for all debt, including interest, arising from their unauthorised use.

### **CHANGING YOUR ADDRESS**

You, the primary Cardholder, and any secondary Cardholder, will inform us immediately in writing if you change your address.

### **TELLING US ABOUT ERRORS IN YOUR STATEMENT**

If you think your statement contains any errors, you must advise us, within 15 days of the date of the statement. If you do not receive your statement within 15 days of the date of the statement, you must inform us promptly in writing of such non-receipt. If you do not advise us that you have not received your statement, at the end of 15 days from the date of the statement, the statement will be considered correct unless you can provide us with written proof that it is not.

### **SETTLING DISPUTES**

If a dispute arises about a transaction for which you used your Card or Scotiabank credit card cheques, you must settle it directly with the merchant or business concerned. You agree to indemnify each of us and our respective officers, directors, employees and agents in respect of all claims arising from any such dispute with a merchant or any third party.

### **CANCELLING THE CARD AND/OR THIS AGREEMENT**

You can cancel the Card by telling us in writing that you want to do so and by returning the Card and Scotiabank credit card cheques to us. Until you pay us the full amount you owe us under this Agreement, this Agreement will remain in effect. Your Card and Scotiabank credit card cheques are our property and you are required to give them back to us, or someone acting on our behalf, when we ask for them.

We, too, can cancel the Card and/or this Agreement at any time without any reason by giving you thirty (30) days’ prior written notice.

We can also cancel the Card and/or this Agreement without notice to you, and require you to return the Card(s) and the Scotiabank credit card cheques to us immediately if:

- (a) you breach any of the terms and conditions of this Agreement;
- (b) we are required to do so by any regulator, court, legal authority, governmental authority or governmental body;
- (c) in our opinion, there is a material decline in your creditworthiness; or
- (d) there is a reasonable basis to suspect fraud, money laundering or any other illegal activity.

If you or we cancel the Card and/or terminate this Agreement, the full amount of your debt owing as a result of the use of the Card and any other amounts you owe us under this Agreement are immediately due and payable.

In addition, if either of us cancels the Card and/or terminates this Agreement, you must give the Card and all Scotiabank credit card cheques back to us immediately, or someone acting on our behalf.

If we cancel the Card and/or terminate this Agreement with or without cause, in no event will we be responsible for any special, consequential, punitive, incidental or indirect damages.

### **PRE-AUTHORISED PAYMENTS**

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

On cancellation of the Card or on the termination of this Agreement, you agree to notify the merchant that all future pre-authorized payments on the Card are to be immediately cancelled.

### **OBSERVING YOUR CARD'S EXPIRY DATE**

You agree not to use your Card after its expiry date. If, however, you use your Card after the expiry date, you agree to pay any debts which are incurred by such use.

### **CREDIT LIMIT**

We will advise you of the credit limit we set for your Card account when we send you your Card. Your credit limit will also be indicated on your monthly statement. We can increase or reduce your credit limit without telling you in advance. You agree that your debt will not exceed the credit limit that will be communicated to you from time to time.

We can refuse to permit any use of the Card account that would cause you to exceed your credit limit. However, we are not obligated to do this.

### **ACCEPTING OUR RECORDS**

You agree to accept our records of a transaction as accurate unless you can provide contrary evidence that is satisfactory to us.

### **BEING JOINTLY AND SEPARATELY LIABLE**

You, the primary cardholder, together with the secondary cardholder, are jointly and separately liable for all debt owing as a result of the use of the Card and for performing all of your obligations under this Agreement. This means that each of the primary cardholder and secondary cardholder is fully responsible for the entire debt. In addition, this Agreement is binding on your personal and legal representatives.

## **OUR RIGHTS AND OBLIGATIONS**

### **TELLING YOU ABOUT INTEREST RATES, SERVICE CHARGES AND OUR FEES**

You agree to pay us the interest rates, annual fee (if applicable), service charges and other applicable charges as set out in the disclosure statement which we provide to you, as amended from time to time, for any Card we issue to you or to a supplementary cardholder, and as set out in the section "Charging Interest on Purchases, Cash Advances and Other Charges." We will provide you with an amended disclosure pursuant to the section "Giving You Notice If We Change This Agreement or the Services We Offer."

If an annual fee applies, it will appear on your first monthly statement and is non-refundable (in whole or in part). In subsequent years, if an annual fee applies, it will be charged on the anniversary statement each year. If we change any of these rates, fees or service charges, we will let you know by sending you a notice.

### **CHARGING INTEREST ON PURCHASES, CASH ADVANCES AND OTHER CHARGES**

The interest charge on your monthly statement is calculated separately for purchases and cash advances. The applicable interest rate may increase as described in section "Making a Minimum Monthly Payment." In these sections 'Statement Cycle' refers to the number of days between one statement date and the next statement date. You agree to pay us interest as set out below. You must make payment in full or the minimum monthly payment (as indicated in the Making A Minimum Monthly Payment section above) of the amount due shown on the statement (representing purchases, cash advances, interest, service charges, transactions or other fees) by the due date shown on the monthly statement.

### **INTEREST ON CASH ADVANCES**

If you use your Card to obtain a cash advance, or if you use a Scotiabank credit card cheque, we will charge you interest on each transaction from the date of the transaction to the date it is repaid in full. Interest is calculated on your cash advances using the average daily balance method. The daily balance is calculated by taking the beginning balance of cash advances, adding any new cash advances and debit adjustments related to cash advances made during the current billing cycle, and subtracting any payments or credit adjustments applied to cash advances. The average daily balance of cash advances is calculated by dividing the total of all daily balances in the current statement cycle by the number of days in the current statement cycle.

The current annual interest rate is divided by 12 to determine the monthly interest rate, which is then divided by 30, the average number of days in a statement cycle, to obtain the daily periodic rate. The resulting daily periodic interest rate is multiplied by the average daily balance of cash advances and then multiplied by the number of days in the statement cycle to determine the amount of interest chargeable on such cash advances.

### **CHARGING INTEREST ON PURCHASES AND OTHER CHARGES**

We will not charge you any interest on purchases and other charges listed on your current statement if we receive your payment for the full balance on your current statement by the payment due date printed on your statement. If we do not receive your full payment by the payment due date, we will charge interest at our then current annual rate on each purchase and other charges from the date of the transaction to the date it is repaid in full. Interest will be payable on outstanding purchases and other charges carried forward from statements prior to the current statement until they are paid in full. Other charges refer to any charge we may post to your account. These can include, and are not limited to, annual fees, interest charges, additional card fee, late payment fee, over limit fee, cash advance fee, and insurance premiums.

Interest on purchases and other charges for the current billing cycle is calculated by using the two-cycle average daily balance method. The daily balance is calculated by taking the beginning balance of purchases and other charges on your account, adding any new purchases, debit adjustments for purchases and other charges as of the transaction date, and subtracting any payments or credit adjustments applied to purchases and other charges. The average daily balance is calculated by dividing the total of all daily balances in the previous statement cycle and all daily balances, less new purchases and other charges, in the current statement cycle by the number of days in the current and previous statement cycles. The current annual interest rate is divided by 12 to determine the monthly interest rate, which is then divided by 30, the average number of days in a statement cycle, to obtain the daily periodic rate. The resulting daily periodic interest rate is multiplied by

the average daily balance of purchases and other charges and then multiplied by the number of days in the current statement cycle to determine the amount of interest chargeable on such purchases and other charges. The average daily balance of purchases consists of the average daily balance of purchases and the average daily balance of charges.

New purchases on the current statement are excluded from the current average daily balance, but will be included in next month's average daily balance if the current statement balance is not paid in full by the payment due date.

The total interest charges appearing on the statement will be the sum of the interest charges on cash advances and the interest charges on purchases and other charges. There may be variations due to rounding.

#### **APPLYING YOUR PAYMENTS**

We apply your payments first to any previously billed interest charges, then to any annual fees, service charges or fees or insurance premiums, then to any previously billed cash advances or Scotiabank Credit Card Cheques. Next, we apply them to any previously billed purchases, then to any unbilled cash advances or Scotiabank Credit Card Cheques. Unbilled transactions are always paid last.

#### **APPLYING A CREDIT VOUCHER**

If a merchant or business issues a credit voucher, we will reduce your debt by the amount of the voucher when we receive it. We apply your credit vouchers first to any billed cash advances, then billed purchases on which interest is payable. We then apply your credits to any unbilled current cash advances, and finally to any unbilled current purchases.

#### **AUTOMATED TELLER MACHINES (ATMS), INTERNET BANKING AND TELEPHONE BANKING**

The amount you can withdraw each day as a cash advance from an ATM, and the available ATM services, may vary from time to time. We and The Bank of Nova Scotia and any of its subsidiaries are not liable for any loss or damages you may suffer because of your use of an ATM or because of any failure to provide ATM, Internet or telephone banking services (where available). We are not responsible for informing you of any mechanical failures of an ATM or for telling you when these services are changed, withdrawn or unavailable. Furthermore, any Scotiabank Group Member and their respective officers, directors, employees and agents shall not be liable for any accident, act of aggression, theft, loss or damage you may suffer while using an ATM or any automated banking services, whether you are on Bank premises or other premises.

#### **PREPARING AND SENDING MONTHLY STATEMENTS**

Monthly statements are only prepared on business days, so your monthly statement date may vary from month to month. We will send monthly statements to the primary cardholder and the secondary cardholder (if applicable) at the mailing address indicated on the application form or to the mailing address last provided to us. We will no longer provide you with a monthly statement if we deem the account to be uncollectable.

#### **REQUIRING YOU TO PAY YOUR TOTAL DEBT**

We may require you or your estate to pay your total debt immediately if you do not carry out your obligations under this Agreement, if you become bankrupt or insolvent, or die, or upon legal attachment, levy or execution against you, your estate or your property, or if any Card, Scotiabank credit card cheque or PIN is used contrary to this Agreement.

#### **PAYMENT OF COSTS AND EXPENSES**

Should it be necessary for the Bank to enforce its rights hereunder in any legal action, you will reimburse the Bank for all costs and expenses, including reasonable attorney's fees incurred as a result of such legal action.

#### **UNENFORCEABILITY OF CERTAIN PARTS OF THIS AGREEMENT**

If any part of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remainder of this Agreement shall not in any way be affected or impaired.

#### **GIVING YOU NOTICE IF WE CHANGE THIS AGREEMENT OR THE SERVICES WE OFFER**

We can unilaterally change this Agreement or the features, benefits or services that are available with your Card at any time, but we will give you written notice before we make any such changes except in the case where the features, benefits or services are supplied by firms independent of us, in which case changes can be made at any time without notice to you. We do not need to give you notice if we change ATM services.

You agree that we will have satisfied our written notice obligation to you about anything contemplated under this Agreement, or any other matter relating to the Card, when we send such notice to either the primary cardholder or the secondary cardholder by telegram, facsimile transmission, regular mail or hand delivery, to the last address we have on file. We consider you to have received the notice when we send you the information by telegram, facsimile transmission, regular mail or hand deliver it to the last address we have on file. You also agree that our giving written notice to either the primary cardholder or the secondary cardholder constitutes written notice being provided to all cardholders.

#### **WARRANTIES AND REPRESENTATIONS**

We make no representations or warranties or any conditions whatsoever, either express or implied, except as stated in this Agreement. **We will not be liable for any damages of any kind related to your use of the Card(s), or any of the features, benefits or services contemplated in this Agreement, even if you have notified us in advance of such possible damages.**

**We will not be liable for the inability to provide, in whole or in part, any features, benefits or services contemplated under this Agreement that are reasonably beyond our control. In no event will we be responsible for the acts or activities of any third party.**

No claim arising from this Agreement may be brought by you more than one (1) year after your disputed matter occurred. A longer period may apply if stipulated by local laws.

#### **APPLICABLE LAW**

This Agreement and all the transactions contemplated hereby, and any claim, dispute or controversy (whether in contract, tort or otherwise) at any time arising from or relating to this Agreement or the transactions contemplated hereby, shall be governed, construed and interpreted in accordance with the laws of the jurisdiction in which the Card is issued.

## **DATA PRIVACY AND DISCLOSURE OF INFORMATION**

You acknowledge and agree that we can share any information about you with our parent company The Bank of Nova Scotia, other companies in the Scotiabank Group, our service providers and any other third parties, to the extent permitted or required by law.

We can also disclose information about you to third parties where the disclosure is: a) in response to credit inquiries made by another bank, financial institution, credit agency or credit bureau; b) in the Bank's discretion necessary or desirable, whether to protect the Bank's interests or otherwise; c) in order to comply with any requirement for disclosure imposed by law or any court or governmental agency or department; or d) in order to facilitate an investigation of or prosecution for fraud or money laundering. You consent to and authorise any such disclosure, and neither we nor any Scotiabank Group Member or their respective officers, directors, employees and agents shall in any way be liable for disclosing any such information or for such information being inaccurate or incomplete.

You understand that we may outsource the processing and housing of program information and data (including your personal and financial information) to a jurisdiction outside the jurisdiction in which the Card is issued. You further understand that law enforcement authorities and/or governmental authorities in these jurisdictions may, under applicable legislation or statutes in the jurisdiction, access the information and data. In effecting such disclosures, we and any Scotiabank Group Member and any of their respective officers, directors, employees or agents shall not in any way be liable to you for the breach of any privacy, secrecy or confidentiality provisions of any laws and/or regulations of the domicile of the account or elsewhere.

You shall, at all times, indemnify and keep us and any Scotiabank Group Member and their respective officers, directors, employees and agents harmless against all losses, costs, expenses, actions, proceedings, claims, damages or other liabilities (including legal fees and expenses) arising, directly or indirectly, by reason of such disclosures by us or any Scotiabank Group Member or any of their respective agents, such indemnity being in addition to any indemnity which may be available at law.

## **IMPORTANT INFORMATION FOR SCOTIABANK AERO\* CARDHOLDERS The AERO Rewards Program**

Your Scotiabank AERO Card allows you the opportunity to earn ScotiaPoints for your purchases under the Scotiabank AERO Rewards Program. Unless otherwise agreed by us in writing, no ScotiaPoints will be issued for any purchases made for non-personal or commercial purposes. Each month, your Scotiabank AERO Rewards Account will be credited with ScotiaPoints based on the dollar value of Net Monthly Purchases posted to your Scotiabank AERO Card account. "Net Monthly Purchases" mean Qualifying Purchases performed during the month less refunds, merchandise returns and disputed charges posted to the account during the same period.

"Qualifying Purchase" means any retail, signature-based purchase, Internet purchase, phone or mail order purchase, or automatic bill payment made with a Card for personal, household or family purposes (or, for such other purposes as we may authorise in writing). Payments of existing Card balances, balance transfers, cash advances, ATM transactions, Scotiabank credit card cheques, finance charges, insurance premiums, annual fees or other fees, credits, disputed transactions, fraudulent transactions or penalties, payments made for travelers cheques, money orders, wire transfers and similar products and services are not Qualifying Purchases. We may, in our absolute discretion, determine whether a particular purchase is a Qualifying Purchase or not, and in the absence of manifest error, any such determination by the Bank shall

be final and conclusive. Should the number of ScotiaPoints to be deducted in respect of such returns, credits or chargebacks exceed your available ScotiaPoints balances, ScotiaPoints awarded in respect of subsequent Qualifying Purchases will be applied to reduce the negative balance in your ScotiaPoints Account.

You agree to be bound by the Terms and Conditions of the Scotiabank AERO Rewards Program in force from time to time and you acknowledge having received and read the Program Terms and Conditions, a copy of which has been provided to you together with your Card. Copies of the current Scotiabank AERO Rewards Program Terms and Conditions are available at [www.scotiabankaerorewards.com](http://www.scotiabankaerorewards.com).

Scotiabank may change the AERO Rewards Program Terms and Conditions, regulations, Scotiabank AERO Travel Rewards and special offers at any time, without notice to you. Without limiting the generality of the foregoing, Program changes may include, but will not be limited to: (i) changes to the restrictions, benefits or features in whole or in part applicable to the Program; (ii) changes to any Reward(s); (iii) changes to the ScotiaPoints required to be redeemed for any Rewards; (iv) or changes to the formula upon which ScotiaPoints are earned.

If we change the Program or the Program Terms and Conditions, we will post the amended Program Terms and Conditions and the details of the changes to the Program, as applicable, on our website at [www.scotiabankaerorewards.com](http://www.scotiabankaerorewards.com) and you will be bound by the amended Program Terms and Conditions once they are posted on our website. You may view the current Program Terms and Conditions by visiting [www.scotiabankaerorewards.com](http://www.scotiabankaerorewards.com) or you may call Scotiabank at 62-SCOTIA (627-2684) to obtain a paper copy.

The Bank reserves the right to end the Program at any time without notice to you. Scotiabank AERO Travel Rewards, ScotiaPoints and special offers are subject to government regulations.

The Bank makes no warranties or representations of any kind (express or implied) regarding the Program, which is provided on an "as is" basis. The Bank expressly disclaims any warranty and conditions including implied warranties and conditions of merchantability, fitness for a particular purpose, title, non-infringement, and those arising by statute or otherwise in law or from a course of dealing or usage of trade of any travel package.

## **IMPORTANT INFORMATION FOR SCOTIABANK MAGNA MASTERCARD® CARDHOLDERS**

### **The MAGNA Rewards Program**

Your Scotiabank MAGNA MasterCard card (which for the purposes of this Agreement is included in the definition of "Card" hereinabove contained) allows you the opportunity to earn MAGNA Rewards points on your retail purchases under the MAGNA Rewards Program offered by MAGNA Rewards Inc. Each month, your MAGNA account will be credited with MAGNA Rewards points earned on both local and international retail purchases posted to your Scotiabank MAGNA MasterCard monthly statement. If purchases credited exceed purchases posted on your Scotiabank MAGNA MasterCard monthly statement, no MAGNA Rewards points will be credited to your MAGNA account, and MAGNA will bring your MAGNA account into a negative points balance if necessary. Your MAGNA account will be credited for 1% of the value of local retail purchases made in the country where your Card is issued. Also, your MAGNA account will be credited for .5% of the value of international retail purchases made outside of the country where your Card is issued. No points will be awarded for purchases under the minimum amount required by the MAGNA Rewards Program. MAGNA Rewards points will not be awarded for cash advances, fees

or other finance charges and penalties. The Bank does not redeem MAGNA vouchers.

You agree to be bound by the rules of the MAGNA Rewards Program in force from time to time and you acknowledge having read these rules, a copy of which is available on request from any of our branches. When you open a new MAGNA account, MAGNA Rewards Inc. will send you a copy of its rules. If, for some reason, you do not receive a copy of the MAGNA rules, you can visit your nearest branch of the Bank to request a copy. MAGNA Rewards Inc. may find it necessary to change MAGNA Rewards Program rules, regulations, rewards points and special offers at any time, which may impact rules relating to earning rewards points or redeeming rewards points. The Bank and MAGNA Rewards Inc. reserve the right to end the program with three (3) months notice. Rewards and special offers are subject to government regulations. 'Purchase credit(s)' refer to purchase transactions posted to your account which are subsequently reversed.

THE BANK MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE ABILITY OF MAGNA REWARDS INC. TO HONOUR THE MAGNA REWARDS POINTS EARNED WITH YOUR SCOTIABANK MAGNA MASTERCARD CARD, AND IN NO EVENT SHALL THE BANK BE LIABLE FOR ANY LOSSES OR DAMAGES OF ANY NATURE WHATSOEVER RESULTING FROM MAGNA REWARDS' FAILURE TO HONOUR YOUR REQUESTS WITH RESPECT TO SUCH MAGNA REWARDS POINTS.

#### IMPORTANT INFORMATION FOR SCOTIABANK PRICESMART® DIAMOND MASTERCARD CARDHOLDERS

##### **The Scotiabank PriceSmart Diamond MasterCard Credit Card Reward Program**

Your Scotiabank PriceSmart Diamond MasterCard allows the primary cardholder the opportunity to earn Diamond Cash Rewards and Cashback Rewards (collectively, the "Rewards") up to a maximum amount of \$3,000 Trinidad Tobago Dollars (TTD) each year (from January of the current year to your January statement of the following year) ("the Cap Amount") based on the total annual Net Monthly Purchases made by the primary cardholder and one (1) additional cardholder (if applicable) using your Card. The Cap Amount is non-cumulative and is based on the total of the Net Monthly Purchases posted to your credit card statements from January of each current year through to your January statement of the following year. No Rewards will be awarded on any Net Monthly Purchases made beyond the \$3,000 TTD yearly reward Cap Amount.

Subject to the annual Cap Amount, the primary cardholder earns Rewards under the Scotiabank PriceSmart Diamond MasterCard Credit Card Reward Program (the "Program") as follows:

- Diamond Cash Rewards for the Net Monthly Purchases made using your Card at PriceSmart Clubs in Trinidad & Tobago and charged to your Card Account ("PriceSmart Purchases") as follows:
  - (i) two percent (2%) Diamond Cash Rewards for PriceSmart Purchases that total \$6,300 TTD or less per year;
  - (ii) three percent (3%) Diamond Cash Rewards for PriceSmart Purchases that total more than \$6,300 TTD per year; and
- Cashback Rewards of one percent (1%) for the Net Monthly Purchases made using your Card at PriceSmart Clubs outside Trinidad & Tobago and at other MasterCard merchants.
- Net Monthly Purchases will be rounded up or down (depending on the amount) to the nearest whole dollar to determine the number of Rewards to be posted to the primary cardholder's Rewards Account.

- The three percent (3%) Diamond Cash Rewards rate applies retroactively to all PriceSmart Purchases in that year once sufficient PriceSmart Purchases are made.
- The Diamond Cash Rewards rate resets to two percent (2%) and the PriceSmart Purchases amount resets to zero (\$0 TTD) on your January statement each year.

Each month the Rewards earned using your Card will be posted to the primary cardholder's Rewards Account. "Net Monthly Purchases" means Qualifying Purchases performed during a month less refunds, merchandise returns and disputed charges posted to the card during the same period. "Qualifying Purchases" means any retail, signature-based purchase, Internet purchase, phone or mail order purchase or automatic bill payment made with your card or a card issued to any additional cardholder you authorise for personal, household or family purposes (or for such other purposes as we may authorise in writing). Payments of existing card balances, balance transfers, cash advances, ATM transactions, Scotiabank credit card cheques, finance charges, insurance premiums, annual fees or other fees, credits, disputed transactions, fraudulent transactions or penalties, payments made for travelers cheques, money orders, wire transfers and similar products and services are not Qualifying Purchases. We reserve the right to determine in our sole discretion whether a particular card transaction is a Qualifying Purchase.

Rewards will be deducted for any returns, credits or chargebacks made for previously billed Qualifying Purchases and for Rewards that were previously awarded. If the number of Rewards to be deducted because of the returns, credits or chargebacks exceeds your available Rewards balances, then the Rewards awarded will be applied to reduce the negative balance in your Rewards Account.

Unless otherwise agreed by us in writing, no Diamond Cash Rewards or Cashback Rewards will be issued for any purchases made for non-personal, business or commercial purposes.

You agree to be bound by the Program Terms and Conditions of the Scotiabank PriceSmart Diamond MasterCard Credit Card Reward Program in force from time to time and you acknowledge having received and read the Program Terms and Conditions, a copy of which has been provided to you together with your Card. A copy of the current Program Terms and Conditions is available at [www.tt.sciotiabank.com](http://www.tt.sciotiabank.com).

We can change the Program Terms and Conditions, Rewards and special offers at any time, without notice to you. Without limiting the generality of the foregoing, Program changes can include, but are not limited to: (i) changes to the restrictions, benefits or features in whole or in part applicable to the Program, (ii) changes to any Rewards, (iii) changes to the Cap Amount or to any amount of the points required to be redeemed for any Rewards, or (iv) changes to the formula upon which Rewards are earned. If we change the Program or the Program Terms and Conditions, we will let you know and we will post the amended Program Terms and Conditions and the details of the changes to the Program, as applicable, on our website at [www.tt.sciotiabank.com](http://www.tt.sciotiabank.com) and you will be bound by the amended Program Terms and Conditions once they are posted on our website. You can view the current Program Terms and Conditions by visiting [www.tt.sciotiabank.com](http://www.tt.sciotiabank.com) or inquire by calling (868) 627-2684.

Scotiabank and PriceSmart reserve the right to end the program at any time without notice to you.

Unless otherwise stated, capitalised terms throughout this section have the same meaning as set out in the Terms and Conditions applicable to the Scotiabank PriceSmart Diamond MasterCard credit card document.



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