



# **Personal Financial Services Agreement**

Puerto Rico and  
U.S. Virgin Islands

May 2009

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# Introduction

## *Welcome to Scotiabank*

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

Whether you're starting a family in a new home, building investments for your future, saving to put your kids through college, or opening your first bank account, Scotiabank has a banking service for you... and for the way you prefer to bank.

In fact it all comes down to your preference for how you want to do your banking, along with the number and type of transactions that you make every month. Scotiabank understands that you may feel most at home, banking with a teller in your branch. Or maybe you prefer the convenience of banking using a Self-Service channel such as Automated Teller Machines (ATM) or Internet Banking.

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

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

### ***IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT***

***To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth and any other information that will allow us to identify you. We may also ask to see your driver's license or any other identifying documents.***

## ***General Information about Personal Accounts***

Personal accounts belong to the owner or owners of the account. They may not be used for business and they cannot be transferred to anyone else. Accounts are governed by the laws and regulations of the country where your account is domiciled. Please refer to the Deposit Account Agreement in this booklet for details about being an account owner.

We offer a variety of accounts and plans which package banking services for you. **Not all products or Services are available in every jurisdiction.** For more information about product or Service availability contact your branch. Some of these accounts have eligibility requirements, for example, our Youth and Senior accounts are only available to people of a certain age.

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## ***Terms we use in this booklet:***

“You” means each person that owns a deposit account. “We”, “our”, “us”, “Scotiabank”, and the “Bank” means The Bank of Nova Scotia and its branches and subsidiaries and affiliates operating outside of Canada, including but not limited to, its branches in the U.S. Virgin Islands and Puerto Rico, and its subsidiary Scotiabank de Puerto Rico. Scotiabank Group means collectively, The Bank of Nova Scotia and all its subsidiaries and affiliates throughout the world.

## ***Definitions You Need to Know:***

**Automated Banking Services** are channels where you can access your designated accounts and may in your jurisdiction, include:

- Designated Automated Teller Machines (ATMs)
- Debit Point of Sale payment terminals (POS) (including electronic funds transfers using information from your check);
- “TeleScotia” telephone banking (automated or agent-assisted) (where available);
- Scotiabank Internet Banking.

**Bill Payment Company** refers to a business /company/utility 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, ATM, Debit POS bill payment and/or Internet Banking access.

**Card or ScotiaCard** means the banking card issued to you by us upon your request to afford you access to Automated Banking Services and other Services set out in this Agreement.

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

**Debit Point of Sale (POS)** refers to the point or place at which a transaction is concluded by whatever means and includes, but is not limited to, transactions conducted in person, over the telephone, on the Internet or by mail order.

**Debit Point of Sale (POS) Device** means an electronic device used by a business, company, merchant or retailer to transmit requests for authorization and settlement of transactions made by a Cardholder at a retail establishment and evidenced by an Electronic Signature.

**Debit Transactions** include cash withdrawals, checks drawn on your accounts, fund transfers (regardless of whether the transfer is to another Scotiabank account), bill payments, pre-authorized payments and any other method of direct payment.

**Deposit Accounts** are our checking and savings accounts, and Certificates of Deposit.

**Domicile Account or Domicile Branch** refers to the jurisdiction where your branch account is located (Puerto Rico or U.S. Virgin Islands).

**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”) at branches, Automated Teller Machines (“ATMs”) and POS terminals, (ii) your Personal Access Code (“PAC”) for access to TeleScotia™ Telephone Banking (where available), or (iii) your written signature at POS Devices without PIN pads, or (iv) security codes such as access codes and passwords for use with Scotia OnLine® Internet Banking, for use in association with your Card.

**Inactive (Dormant) Accounts** Your account will become inactive or dormant if you do not complete a transaction, update your passbook or request a statement of account within a twelve (12) month period (six (6) months for Telephone Banking or Internet Banking Services accessed through your ScotiaCard).

If your account becomes inactive or dormant, we require that you visit your branch and present acceptable proof of your identity and address to reactivate the account. If your account remains inactive, we will follow the laws of the jurisdiction in which your account is domiciled concerning inactive accounts, which may include transferring money to your government authorities, after a specified period of time and following certain legal procedures.

Inactive accounts cannot be accessed through Automated Banking Services or through any other Scotiabank branch. You shall be unable to access the telephone banking service if you fail to activate the service for a period exceeding six (6) months.

**Self-Service Transactions** are transactions processed without the help of a teller through a Scotiabank ATM, telephone or Internet banking (where available).

**Service** means any personal or business banking, insurance, brokerage or financial product or service offered by us.

**Teller-Assisted Transactions** are transactions processed directly with a teller at a Scotiabank branch.

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# Personal Deposit Accounts and Features

We have five (5) categories of Accounts and Services:

- 1) Day-to-Day Bank Accounts<sup>†</sup>
  - Checking Accounts
  - Savings Accounts

† Enquire about availability of foreign currency accounts in your jurisdiction.
- 2) Certificates of Deposit
- 3) Special Feature Plans
  - Youth Account
  - Seniors Account
- 4) Payroll Direct Deposit
- 5) Automatic Savings Plan/Pre-authorized Contribution Plan

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

- Visit any of our branches
- Use ATMs
- Make direct payment purchases from your account
- Have regular payments withdrawn automatically
- Conduct transactions over the telephone (where available) or Internet, or issue instructions to us in writing.

## **Day-to-Day Bank Accounts**

### **Checking accounts**

Whether you prefer to bank at a branch or take advantage of our Self-Service Banking, Scotiabank offers you a convenient checking account designed to simplify your day-to-day banking needs, including:

- Writing checks
- Withdrawing cash
- Paying bills
- Having regular payments withdrawn automatically
- Paying for banking services such as money orders, traveller's checks and cashier's checks

With your ScotiaCard, you can access your Checking account via Internet Banking, telephone banking, Scotiabank ATMs, local Scotiabank branches in the jurisdiction where your account is domiciled), and Debit Point of Sale (POS)\* Merchants.

We provide you with an initial supply of checks and check register for easy record keeping. Account statements, in which Scotiabank records all transactions will help you reconcile your account.

### **Interest Bearing Checking (NOW) Accounts (Puerto Rico only)**

A "NOW" account is a negotiable order of withdrawal, available for individuals, nonprofit organizations and government agencies only, that allows an unlimited number of withdrawals by checks, at any of our branches or ATM machines.

### **Savings accounts**

For all your basic savings needs, Scotiabank offers you a convenient, interest-bearing savings account designed to simplify your day-to-day banking.

With your ScotiaCard, you can access your savings account via Internet Banking, telephone banking, Scotiabank ATMs, local Scotiabank branches in the jurisdiction where your account is domiciled, and Debit Point of Sale (POS) Merchants.

You can even arrange for regular loan payments to be withdrawn automatically from your account.

We provide you with the option of passbook or statement record keeping to help you keep track of your finances. If you choose the passbook option, the following requirements apply:

- You should present your passbook each time a deposit or withdrawal is made (the amount that appears in the column marked "Balance" is for your guidance, but it will not be considered correct unless it agrees with the books of the Bank);
- You will be charged for all payments made to a person presenting the passbook

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and the Bank is not liable for payments made to others unless you give the Bank advance written notice that your passbook is lost or stolen;

- If your passbook is lost, stolen, or destroyed, you must notify the Bank in writing. The Bank will close your account and open a new account for you. You may be charged a fee for the new passbook and the Bank may require you to post a bond.

### **Certificates of Deposit**

The Bank offers a variety of Certificates of Deposits (“Deposits”) with terms from thirty (30) days up to five (5) years. A minimum amount of \$1,000 is required to purchase a Deposit.

### **Special Feature Plans:**

#### ***Youth Account\****

A Scotiabank Youth account is a better way for young people to understand the basics of banking and the value of savings.

The Youth Account enjoys the following benefits:

- Attractive interest rate
- Personal Financial advice

\* This account is known as the Achiever Account in the U.S. Virgin Islands.

#### ***Seniors Account\****

A Scotiabank Seniors account is the most convenient way for qualifying customers to earn a competitive rate of return on their savings while benefiting from many free and discounted Scotiabank services.

The Scotiabank Seniors account has the following benefits:

- Competitive interest
- Discount on a safety deposit box
- Discounted commission on traveller’s checks
- Discounted commission on drafts
- Spouse on joint account receives same benefits even if not of qualifying age

\*This account is known as the Privilege Account in the U.S. Virgin Islands.

### **Direct Deposit**

Consider the Benefits of Direct Deposit, you can arrange for electronic direct deposit of select employer pay checks and government payments. The funds go directly into your account, and access to the funds is available immediately on the day of deposit.

### **Automatic Savings Plan/Pre-Authorized Contribution Plan**

A Scotiabank Automatic Savings Plan (ASP) (in Puerto Rico) or a Pre-Authorized Contribution Plan (“PAC”) (in the U.S. Virgin Islands) can help you save for a specific goal over a period of time by making regular, automatic contributions on your behalf.

An ASP or PAC plan automatically deducts a specified amount on a regular basis from your checking or savings account, and deposits it directly into your designated account.

- You can choose to invest weekly, bi-weekly, monthly, quarterly, semi-annually or annually;
- Scotiabank will automatically transfer the money into the Scotiabank savings/investment account you choose;
- You can change how much and how often you contribute at any time, or cancel the service by advising us in writing;
- By making regular contributions, you are building your savings while earning a return on the amount already contributed. As a result of this compounding, your portfolio has the potential to grow faster than if you made a single lump-sum contribution.

### **Your Agreement With Us**

By acknowledging that you have received this Personal Financial Services Agreement (“this Agreement”), you agree to the following terms and conditions governing your account or accounts. If you opened an account over the telephone or the Internet, your use of the account you applied for will indicate your agreement with the following terms and conditions governing the account.

This Agreement consists of the following sections:

- General terms and conditions for all Deposit Accounts;
- Terms and conditions which apply to your ScotiaCard that is attached to your account(s);
- Special terms and conditions, which may apply if you have entered into an Overdraft Protection Agreement;
- Terms and Conditions and Disclosures which apply to specific deposit accounts and which are provided to you when you open those accounts.

This Agreement and the instructions given by you under it, supersede all previous agreements and shall remain in force and can be relied upon by us until we receive written notice of cancellation by any one or more of you.

This Agreement and your account(s) shall be governed by the law of the jurisdiction in which the branch or the office where your account is domiciled, is located.

In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions shall remain valid and enforceable.

We can add or change the terms and conditions of this Agreement from time to time. If we do so, we will provide you with thirty (30) days advance notice to the last address we have on file for you. Notice of additional or amended terms and conditions may

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also be given to you through notices in our branches, and/or posted on ATM screens or on our public Internet sites.

We may close your account without notice to you if you do not operate your account in a satisfactory manner, for example, if you maintain an overdrawn balance due to NSF checks or outstanding service charges or if you use the account for illegal or improper purposes.

We may close your account without reason by giving you thirty (30) days' written notice. You may close your account at any time upon notice to us. Upon closure of your account, the Bank may return without payment all checks or payment orders presented for collection.

If you are a non resident of the jurisdiction where your account is domiciled, you are advised that off-shore banking transactions may have tax consequences in the jurisdiction where your account is domiciled and/or in your home jurisdiction. Accordingly, if you are a non resident, you should obtain prior written advice for such transactions from qualified tax advisors in your own domicile. A copy of such advice may be requested by the Bank prior to opening of accounts or anytime thereafter.

We will withhold taxes only where required to do so by law, otherwise you are responsible for any taxation that may be incurred on your accounts.

If the account has multiple owners, you signified whether **each owner must**, or that **any owner may** sign. Because legal responsibilities vary depending on who must sign, we have explained these differences below.

# Special Terms for Joint Accounts

When any owner may sign for the account, each is jointly and separately responsible, and agrees with the following:

- We can accept without liability any order or receipt signed or authorized by any one or more of you, without the signature or consent of the others;
- We can deposit in your account all payments received by us from any one of you, or collected by us on behalf of any one or more of you. This includes any item payable to you jointly. We reserve the right to refuse acceptance of items payable to anyone other than you, or your joint account holder;
- We can pay and deduct from your account the amount of any check, bill of exchange, promissory note, pre-authorized payment or order for payment that is drawn, accepted or made by any one or more of you, even if doing this may cause your account to become overdrawn or increases an existing overdraft;
- We can take instructions from any one or more of you for stopping any payment order (check) drawn on your account;
- Except for a lawful claim made before repayment, the whole or any part of the credit balance in your account may be withdrawn by any one of you, or applied by us to the debts of any one or more of you to us;
- The instructions given by you remain in force and can be relied upon by us until we receive written notice of cancellation by any one or more of you.

This Agreement and any order or receipt signed or authorized by any one or more of you under this Agreement, is binding on each of you and your own legal or personal representatives.

## Accounts Domiciled in the U.S. Virgin Islands

All money in your account and any interest earned on it, shall be held as joint property with the last survivor being entitled to payment of all money in your account (right of survivorship). Subject to any law or regulation now or afterwards in force, the death of any one or more of you does not affect the right of any survivor or the last survivor to withdraw or order the payment of any credit balance in your account.

## Accounts Domiciled in Puerto Rico

Upon the death of one of the joint account holders, the survivor will notify the Bank immediately. The amounts deposited in the account on the date of the death will be property of the surviving joint account holder and the heirs of the deceased joint account holder. However, the surviving joint account holder may not make withdrawals from the account except as authorized by law, nor claim life insurance benefits until the Declaration of Estate of the deceased joint account holder and clearance from the secretary of the Treasury to the effect that there are no tax debts pending, are presented.

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# Special Terms for Accounts for Minors

If you open an account in the name of a minor under sixteen (16) years of age with “sole” ownership, funds in the account belong to the minor account holder. Your signing authority will continue indefinitely until you (at any time) or the minor (after the minor’s eighteenth (18th) birthday) make arrangements in writing to cancel your signing authority. The minor will automatically gain signing authority when he/she turns eighteen (18) years of age.

A parent’s signature is required for any account in the name of a minor under sixteen (16) years of age.

## Special Terms for Deposit Accounts

When you open one of these accounts, the Bank will give you written notice of the service charges, the minimum balance required in order to earn interest, the rate of interest to be paid and how the interest will be calculated and paid. Interest will be calculated daily and credited to your account monthly.

We reserve the right to accept or limit any deposit or require its withdrawal or close any account when we consider it convenient. When the withdrawal of all or part of a deposit is required, interest will not be earned from the date of notice.

Funds deposited in your account may not be pledged, assigned or transferred to any person or institution as collateral for a loan or other obligation. However, funds on deposit (other than Scotiabank Kids accounts) may be pledged to guarantee any loans to us.

# Special Terms for Certificates of Deposit

When you purchase a Certificate of Deposit (“Deposit”), you will receive a Confirmation Form which will include information about the interest rate(s) payable, maturity instructions, and interest payment dates, as well as additional terms that apply to your Deposit. The following terms and conditions apply to all Deposits issued by the Bank.

Deposits earn a simple interest rate.

If the term of the Deposit expires on a day that is not a business day at the branch where your deposit was issued, the term of the deposit will be extended to the next business day and interest will be paid to that day.

Deposits are not transferable or assignable.

All payments in the form of partial withdrawals or interest will be made by:

- Credit to your savings or checking account or to any other account that you specify in writing;
- Manager’s checks sent to the address on record or other address specified by you in writing.

## Renewals

Unless the Bank receives instructions from you (the “Depositor”) three (3) business days before the maturity date, the Bank shall renew the Deposit (principal and interest paid, if applicable) in accordance with the Maturity Instructions provided on the Confirmation Form. In the absence of maturity instructions, the Bank shall renew the Deposit (principal plus unpaid interest, if any) if the term of the Deposit is less than one (1) year; if the term is one year or more, the Deposit will be renewed (principal only) and unpaid interest will be paid to you. Deposits will be renewed for the same term as the Deposit then maturing, and will be subject to the terms applicable on such date.

You may withdraw your Deposit if you advise us twenty-four (24) hours before its maturity date (certain restrictions may apply to these withdrawals). Interest paid on the remaining balance will be based on the interest rate specified on the Deposit.

You may withdraw your Deposit only at the branch where it is held.

If you cancel your Deposit before maturity date, penalties for early cancellation will apply.

## Exception

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If the owner of the Deposit dies, or a case of emergency is certified (as defined below), we will not impose any penalty whatsoever for the premature withdrawal by the owner, his/her guardian or beneficiaries, on a date prior to its maturity date, of funds in a Deposit account in the amount of \$100,000 or less, including accrued interest, if said account has been in force and effect for a term of 180 consecutive days prior to its closing.

Certified emergency includes:

- a. the individual's physical or mental disability;
- b. loss of employment;
- c. the repair or reconstruction of his/her principal residence that has been affected by fire, hurricane, earthquake or other fortuitous cause.

You must provide evidence to certify any of the emergencies mentioned above.

Where there are two or more Depositors and each Depositor is an individual, they shall be deemed to be joint account holders, and all of the terms in the section Special Terms for Joint Accounts will apply.

Accounts Domiciled in U.S. Virgin Islands only - Unless "Tenants in Common" is specified on the Confirmation Form opposite the term "Right of Survivorship", where there are two or more Depositors and each Depositor is an individual, "right of survivorship" shall be deemed to be "joint tenants" and the last survivor will be entitled to all right, title and interest in and to the Deposit.

Except as may be expressly agreed to by the Bank in writing, the Bank will not be bound to see to the execution of any trust affecting the ownership of the Deposit or be affected by notice of any equity that may be subsisting with respect to the Deposit. The Bank shall deem and treat the party(ies) named as the Depositor(s) as the absolute owner(s) of the Deposit for all purposes whatsoever, notwithstanding any notice to the contrary, and all payments made by the Bank or to the order of the Depositor(s) shall be valid and effectual to discharge the liability of the Bank on the deposit to the extent of the sum or sums so paid. Where there are two or more Depositors, the Bank will have no obligation to apportion the principal amount or the interest payable among such Depositors and all payments made by the Bank to or to the order of any one of such Depositors shall be valid and effectual to discharge the liability of the Bank on the deposit to all such Depositors to the extent of the sum or sums so paid.

# General Terms and Conditions For All Deposit Accounts

## 1. How We Will Protect Your Privacy (“Privacy Policy Statement”)

Your privacy is important to Scotiabank. In this Section, we will tell you about the information that we collect from you, the safeguards we maintain to protect the integrity and confidentiality of your information, and your right to opt out of the information we share with our affiliates. This Privacy Policy Statement will be provided to you on an annual basis and it applies even after you cease to be our customer.

Scotiabank is a global organization, with legal entities, business processes, management structures and technical systems that cross borders. Our privacy practices are designed to provide protection for your personal information within the Scotiabank Group, all over the world.

When you apply for, or provide a guarantee in respect of, or use any Service and while you are our customer, you agree that:

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

- Your full name, address, Social Security Number, date of birth and occupation or type of business (if any), which is required by law in many of the jurisdictions that Scotiabank does business;
- At least one piece of government-issued identification with a picture, such as a valid passport, national identification card, voter’s card or driver’s license, as well as other documents or means of confirming your identity that are acceptable to us;
- Your annual income, assets and liabilities and credit history;
- Information about your transactions, including payment history, account activity, how you intend to use the account, and the source of any incoming funds or assets;
- Information we may need in order to provide you with a Service. In some instances, providing this information is optional;
- Information about beneficial owners, intermediaries and other third parties such as your spouse, where this information is required by law.

For legal entities such as corporations, partnerships, trusts, estates or investment clubs, we may collect the information referred to above for each authorized person, partner, trustee, executor and club member, as appropriate.

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We may collect this information 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 manage and assess our risks;
- 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, and in accordance with applicable legal requirements.

We may share your personal information within the Scotiabank Group with other members of our corporate family, known as affiliates, for the purposes set out above. For example, Scotia Insurance de Puerto Rico, Inc. and the Puerto Rico and U.S. Virgin Islands branches of The Bank of Nova Scotia are affiliates of Scotiabank de Puerto Rico, Inc. You agree that we may transfer your personal information to countries in the world where we do business.

This means that your information may be accessible to regulatory authorities in accordance with the laws of these jurisdictions.

The information that we collect is used strictly for banking purposes. Our employees' access to your records is restricted and limited to a need-to-know basis, and allowed only for business reasons. We permit only authorized employees, trained in the proper handling of customer information, to have access to your records.

We have adopted and implemented physical, electronic and procedural safeguards and security practices to ensure that your information remains confidential as required by law, our Privacy Policy Statement, and our Guidelines for Business Conduct. Our employees are responsible for complying with these requirements and we have adopted and implemented disciplinary processes and procedures to manage our employees' compliance with these requirements.

Subject to the Opt Out Option described below, we may give information about you to other members of the Scotiabank Group so that these companies may tell you directly about their products and services (where the law allows this). The Scotiabank Group includes companies engaged in services to the public such as 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 part of the Scotiabank Group in the future. You also agree that we may provide you with information from third parties we select.

### Opt Out Option

**Under U.S. law, you have the right to instruct us not to disclose your personal information to our affiliates, subject to certain exceptions permitted by law. You may request that we not share any information with our affiliates for marketing purposes. If you wish to exercise your Opt Out Option, we have provided an Opt Out Request Form on the last page of this Agreement. Even if you exercise your right to opt out we can share certain information with our affiliates as permitted by law. In the case of joint accounts, each account holder must exercise the opt out right separately. Your request will be valid until you revoke it in writing.**

We will not disclose personal information about you with non-affiliated third parties, except as permitted by law. A non-affiliated third party is an entity that is not part of our corporate family. We do not provide directly all the services related to your relationship with us. We may use non-affiliated third party service providers to process or handle information on our behalf and to assist us with various services such as printing, mail distribution, data processing, marketing, providing customer support or performing statistical analysis of our services, and you acknowledge that we may release information about you to them.

Our service providers are located all over the world. As a result, your information may be accessible to regulatory authorities in accordance with the law of the jurisdictions where our service providers operate. We will require our non-affiliated third party service providers to protect the information they receive from us in a manner that is consistent with Scotiabank Group information practices.

We may collect, use and disclose your tax or other government issued personal identification number for income tax reporting purposes, as required by law in many of the jurisdictions that Scotiabank does business.

As permitted by law, we may exchange your information, including without limitation your tax or other personal identification number, with credit reporting agencies to maximize the accuracy and security of your information, including confirmation of your identity.

**YOU ARE HEREBY NOTIFIED THAT A NEGATIVE CREDIT REPORT, REFLECTING ON YOUR CREDIT RECORD, MAY BE SUBMITTED TO A CREDIT REPORTING AGENCY IF YOU FAIL TO FULFILL THE TERMS OF YOUR CREDIT OBLIGATIONS.**

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This allows us to keep your personal information separate from that of other clients, particularly those with similar names, and helps maintain the integrity and accuracy of your information.

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

You agree that this Service is being used solely for your benefit and for the benefit of those persons who are also signatories to it, as appropriate. If this is not so, you are required to advise us and provide the particulars of any third party that may benefit from this Service and their relationship with you.

We may verify relevant information you give us with your employer, your references or other reliable independent sources, and you authorize any person whom we contact in this regard to provide such information to us. We may refuse to enter into or continue relationships or conduct transactions with you for certain legal reasons, or if you insist on anonymity or provide false, inconsistent or conflicting information where the inconsistency or conflict cannot be resolved after reasonable inquiry.

We may monitor your account to meet our legal and regulatory obligations, including using automated surveillance systems to prevent or detect fraud or criminal activity such as money laundering or terrorist financing.

You agree that we may share your information within the Scotiabank Group for these purposes, including monitoring account activity, investigating unusual or suspicious activity and, if necessary, reporting such activity to law enforcement.

You agree that we may monitor or record any telephone call we have with you. The content of the call may also be retained. 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.

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 about you with others including electronic payment service providers, credit or charge card associations, loyalty program partners, 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, and we can continue to disclose your personal information to credit bureaus even after the loan or credit facility has been retired. You also authorize any person whom we contact in this regard to provide such information to us.

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

If 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 information 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.

**In summary, we will share your information only if:**

- **you consent to it;**
- **we are required or allowed to do so by law (i.e., subpoena, investigation of fraudulent activity, request from a regulator, etc.);**
- **our disclosure is necessary to aid in the completion of a transaction initiated by you.**

**Otherwise, we will not share your information.**

## **2. How We Can Contact Each Other**

We will use the address and any other contact details given in your application form to contact you. You agree to tell us of any changes or additions to these details. We may contact you by mail, telephone and computer. All statements and notices we have agreed to give you will be sent to the address most recently notified by you, to us, and will be deemed to have been received by you five (5) business days after it has been sent. Correspondence from the Bank is forwarded in envelopes marked with our name and return address.

You may contact us using the address and other contact details we give you when you open your account. We will give you written notice if any of these change. If you contact us by telephone, we will take reasonable steps to verify your identity before providing any account information.

You agree that we may leave a message for you to contact us on answering or facsimile machines or with the person answering the telephone and that we may use an automatic dialing system to give you recorded telephone messages.

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### **3. How We Will Accept Instructions From You**

Any instructions to us may be given in person at your branch or delivered to the branch in writing. We will accept instructions through the mail, when we receive them at your branch, but we are not responsible for delays or failure of delivery of such instructions.

We may refuse to act upon any instructions if in our opinion you have violated a provision of this Agreement, or to do so may be illegal or in breach of any obligation owed by us to, or to us by, a third party, or cause us to fail to comply with any code or standard in force from time to time as it applies to us; or if we are in doubt as to the authenticity of the person giving such instruction, or if the instructions you provide are incomplete (including endorsements), illegible, or the information provided does not match the information in our records or this Agreement.

When you make a deposit at a branch that contains cheques and/or other documents (including without limitation traveler's checks, certified, personal or bank money orders), the teller will not verify the amount deposited. However, the Bank will verify the deposit amount no later than the next business day. The Bank's determination will be considered correct.

If you also wish to give instructions by telephone, facsimile or e-mail you agree to the following:

- That such instructions will be accepted only for those accounts or products where you alone can give instructions;
- That the Bank or any of its subsidiaries or agents will not be liable to you for acting on your instructions or on instructions which appear to be from you, if those actions are in good faith;
- That you indemnify and save harmless the Bank and any of its subsidiaries or agents from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses, disbursements of any kind or nature whatsoever which may be imposed upon, incurred by, or served against them, by reason of their actions taken in accordance with the instructions;
- That service fees will apply for actions taken by the Bank in response to your instructions. These fees may be deducted from any account you have with the Bank, unless otherwise specified by you in your instructions.

Items deposited in our branches after regular service hours to the public will be processed the next business day.

### **4. Our Payment Obligations To You**

The money we owe to you because of your deposits to your accounts with us is payable only at the branch where you maintain the accounts. You are not entitled to ask for payment at any other branch or subsidiary of Scotiabank.

We reserve the right to require thirty (30) days written notice from you before you can withdraw any monies from your account.

While we may permit you to withdraw monies and perform other banking transactions at another Scotiabank branch, through designated ATMs, Automated Banking Services, or other automated payment systems, this privilege is subject to restrictions and we reserve the right to limit or remove such Services at our discretion.

The Bank will not take any responsibility or be liable for any reduction in any account due to taxes or depreciation in the value of the funds credited to the account due to restrictions on transfer, payments or convertibility or due to requisitions, involuntary transfers, distress of any character, exercise of military or usurped power or any other cause beyond the control of the Bank. You will not have any claim, action or other recourse to the Bank or any of its branches, affiliates or subsidiaries other than the branch where the account is maintained.

Interest - The interest rate we pay you on some savings accounts is conditional on you giving us a minimum period of notice or keeping the deposit for a specific term. If you withdraw funds without giving the required period of notice or before the end of the fixed term, you may either lose some of the interest which you would otherwise have received, or be charged a penalty fee.

We may however, pay interest in full if the early withdrawal is due to your death or bankruptcy (or insolvency) or if the withdrawal is by way of transfer to a surviving joint account holder.

If the Bank incorrectly refuses a payment order, the Bank's liability is limited to your actual damages.

## **5. Your Payment Obligations To Us**

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

You also agree that we can deduct from this account:

- Any debt or liability of any of you to us or to any of our subsidiaries;
- The amount credited to your account or paid to you pursuant to any instruction, regardless of whether or not we have received settlement in respect of such instruction, if in our sole and absolute discretion such instruction is in any way whatsoever related to a fraudulent item, an item with an endorsement error or an item for which we may incur a loss if the payment or credit thereof is not reversed, together with all related costs associated with such a charge to your account;

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- If any of these deductions creates or increases an overdraft, you are still responsible for each charge, debit or liability until you pay us. You promise to pay us on request, the amount of any overdraft along with your overdraft charges then current, including interest on the overdraft at the maximum rate permitted by law or regulation from the date of the overdraft to the date of payment of the overdraft.

Fees - We can provide you with details of the monthly fees and service charges when you request them. We may vary at our discretion all charges payable by you.

When we change our fees and charges, we will provide you with thirty (30) days advance notice to the address that we have on file for you. We may also post notices in our branches, on our website, and on our ATM screens.

## **6. Your Ability to Access Your Funds**

**The availability of the funds that you deposit with us are subject to the requirements of the Expedited Fund Availability Act (“EFA”) and Regulation CC (“Reg. CC”). EFA and Reg. CC apply to checking accounts and NOW accounts, but not savings accounts; they require that we make funds in these accounts available to you according to availability schedules. When you open an account that is subject to EFA and Reg. CC, you will be provided with the disclosure statement, Your Ability to Withdraw Funds at Scotiabank, which becomes a part of your Agreement with us.**

## **7. Your Checks May be Returned**

You agree to complete checks so that they are not easy to alter and you must not put a date on your checks which is after the date of signature. If you do, we will not be liable for any loss you incur as a result of us paying a check before the date you have put on it.

If we return checks or regular payment orders or refuse to accept other instructions we will tell you the reason for doing so. Charges for returned items or items we are obliged to pay, such as guaranteed checks, are available on request.

We may refuse to make any payment if you do not have cleared funds (or an agreed overdraft) available on the working day before the items are presented for payment. In deciding whether you have funds available we may take into account any earlier instructions to make payments, any authorizations we have given for card transactions, regular payments from your account, and any checks we are treating as cleared. We will tell you if you can make payments from your account against checks which are not cleared. We may not take into consideration regular credits paid into your account or any credits received after the decision to refuse payment has been taken.

The reasons a check you deposit may be returned by another financial institution may include but are not limited to the following reasons:

- Non-sufficient funds (NSF) or Refer To Drawer: means there is not enough money in the account on which the check is drawn;

- **Payment Stopped:** The owner of the account has requested the check not be paid;
- **Postdated:** The date on the check is in the future;
- **Stale Dated:** The date on the check is six (6) months or older;
- **Account Closed:** The account the money is coming from is closed;
- **Funds Not Cleared:** A “hold” has been placed on funds in the account on which the check is drawn on;
- **Materially Altered Check:** The owner of the account says the check has been altered without authorization;
- **Counterfeit Check:** The owner of the account denies issuing the check;
- **Irregular Signature:** The signature on the face of the check does not match the usual signature of the person that it purports to be;
- **Forged Signature:** The signature on the face of the check is not the signature of the person that it purports to be;
- **Forged Endorsement:** The signature of the endorser of the check is not the signature of the person that it purports to be;
- **Words and Figures Differ:** The written and numerical amounts on the check don't match.

If you deposit a check that was drawn in a foreign currency and the check is returned to us, you will be responsible to repay to us the local currency equivalent of that check at the time that it is returned to us.

You may stop payment of a check before it has been presented for payment (unless it has been guaranteed). You must provide us with written notice; you may only cancel instructions given by you if they have not been acted upon. If we are able to cancel your instruction, we may make a charge. Our charge for stopping payment of checks is available on request. Stop payment requests for checks that are received after 4:00 pm will be effective on the next business day after the Bank accepts your stop payment request.

If any check you have negotiated is returned to us unpaid we will debit your account, whether or not it creates or increases an overdraft and even if we allowed you to make a payment or to take cash against the check.

Should the Bank in its discretion pay any check or payment order when there are insufficient funds in your account, you agree to pay the Bank said overdraft on demand, and also agree to pay interest on the overdraft at the maximum rate permitted by law or regulation from the date of the overdraft to the date of payment of the overdraft.

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## 8. Pre-Authorized Transactions

You may authorize in advance a deposit to an account you specify. Deposits will be credited the same day the Bank receives the funds. You may confirm whether a deposit has been received, or make a claim about this service, by calling your Branch or (for Puerto Rico customers only) TeleScotia at (787) 766-4999 (where available) or 1-877-766-4999. The Bank's business days are Monday to Friday excluding federal holidays, Saturdays and Sundays.

You will receive a periodic statement of account which will reflect the dates on which direct deposits were credited. Service charges for this service (if applicable) are described in the Disclosure of Interest, Fees & Account Terms provided to you when you opened your deposit account.

If you wish to authorize in advance transfers from your account, you must do so in writing and a copy of said authorization must be provided by the entity that obtains the authorization from you to debit your account.

If you wish to stop payment of a previously authorized electronic transfer, you must provide the Bank with written instructions to stop payment, which must be received by the Bank at least three (3) business days in advance of the effective date of the suspension.

In order to discontinue the processing of a pre-authorized withdrawal instruction not originated by the Bank, you must write to the financial or other institution that originated the transaction and provide the Bank with a copy of that letter.

### Limitation of Our Liability for Pre-authorized Transactions

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable in the following circumstances:

1. If, through no fault of ours, you do not have enough money in your account to make the transfer.
2. If the transfer would go over the credit limit on your overdraft line.
3. If the automated teller machine (ATM) where you are making the transfer does not have enough cash.
4. If the [terminal][system] was not working properly and you knew about the breakdown when you started the transfer.
5. If circumstances beyond our control (such as fire or flood) prevent the transfer despite reasonable precautions that we have taken.
6. If there are other exceptions contained in our agreement with you.

## 9. Substitute Checks and Your Rights (Check 21 Act)

What is a Substitute Check?

To make check processing faster, federal law permits banks to replace original checks with “substitute checks”. These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: “This is a legal copy of your check. You can use it the same way you would use the original check.”

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other laws with respect to those transactions.

What are My Rights regarding Substitute Checks?

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if you believe that a substitute check is incorrectly posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, returned check fees).

The amount of the refund you may request under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You are also entitled to the interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other laws.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within ten (10) business days after we receive your claim and the remainder of your refund (plus interest if your account earns interest) not later than forty-five (45) calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

How do I Make a Claim for a Refund?

If you believe that a substitute check you received from us was improperly debited to your account, please call us or write to us at the applicable address below:

Scotiabank de Puerto Rico  
P.O. Box 362230  
San Juan, Puerto Rico 00936-2230

The Bank of Nova Scotia  
P.O. Box 420  
St. Thomas, Virgin Islands 00804

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You must contact a branch or Telescotia (787) 766-4999 to 1-877-766-4999 in Puerto Rico; for USVI, call (340) 774-0037 within forty (40) calendar days of the date that we mailed the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

1. A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
2. An estimate of the amount of your loss;
3. An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
4. A copy of the substitute check and/or the following information to help us identify the substitute check, such as:
  - a. Check number;
  - b. The amount of the check;
  - c. The name of the person to whom you wrote the check.

#### **10. Truth in Savings Act Disclosure for Deposit Accounts**

The “Truth in Savings Act” requires us to disclose to you certain information regarding your deposit accounts.

##### **1. Interest Rate**

The interest rate and the annual percentage yield (“APY”) paid on the accounts is stated in the Disclosure of Interest, Fees and Account Terms provided to you.

The interest rate and the annual percentage yield can change at any time at the Bank’s discretion.

##### **2. Requirement of Minimum Balance**

The requirement of minimum balance in order to calculate the applicable service charges and/or annual interest yield for each account is stated in the Disclosure of Interest, Fees and Account Terms.

##### **3. Method of Calculation**

We may use the **Daily Balance Method** or the **Average Daily Balance Method** to calculate interest on your account. The method used in the account will be stated in the **Disclosure of Interest, Fees and Account Terms** provided to you.

The **Daily Balance Method** applies a daily periodic rate to the principal in the account each day.

The **Average Daily Balance** applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the

principal in the account for each day of the period and dividing that figure by the number of days in the period.

#### 4. Calculation and Payment of Interest

On all accounts that earn interest paid, same will be calculated daily and will be credited to the account on a monthly basis. When items are deposited (e.g., checks), they will begin to accrue interest no later than the day when the Bank receives credit for the deposit(s).

#### 11. We May Use Agents and Transmission Services

We may use any correspondent or third party to act as your agent for funds transfers or other transactions for your account. This correspondent or third party, while processing your funds will be considered your agent and not an agent of the Bank. We are not responsible for the acts or omissions of correspondents or third parties. Also, we are not responsible for the loss of checks in transit.

You must promptly review any notice sent to you of a funds transfer transaction for your account, and notify us within twenty-four (24) hours of when you received or were deemed to have received notice, of any error or omission in the transaction. If you fail to promptly report such an error or omission you relieve the Bank of any liability with respect to such discrepancies or objections.

#### 12. You Must Verify Your Accounts

You must promptly review your paper account statements, Internet or telephone transaction history, automated banking statement, or passbook to check and verify the entries.

If you believe there are any errors or omissions in any of these records, you must tell us in writing within sixty (60) days of the statement date.

If you do not tell us of an error or omission within the applicable time period described above, you

- a) will be deemed to have conclusively agreed to the contents of the paper account statement, online transaction history or passbook, as applicable, whether or not you have reviewed your statement or online transaction history or updated your passbook, as you are required to do under this Agreement, and
- b) agree that you will have no claim against us for reimbursement relating to any account entry, even if the instruction charged to your account was forged, unauthorized or fraudulent.

#### 13. U.S. Electronic Funds Transfer Act and Regulation E

The U.S. Electronic Funds Transfer Act and its interacting Regulation E apply to specified electronic funds transfers. These regulatory requirements are set forth in the ScotiaCard Agreement and Internet Terms of Access section of this Agreement. These requirements may also apply to certain electronic funds transfers that you may initiate during your banking relationship with us that do not involve the use of a ScotiaCard.

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# ScotiaCard Agreement And Internet Terms Of Access

## 1. ScotiaCard Terms

This ScotiaCard Cardholder Agreement (“Agreement”) sets out the terms under which you may use your ScotiaCard banking card. It replaces all previous ScotiaCard Cardholder Agreements and applies if we send or provide you a renewal or replacement ScotiaCard banking card.

We reserve the right to amend this Agreement at any time and in any manner. If we do so, we will provide you with twenty-one (21) days advance notice to the last address we have on file for you.

## 2. Using Your Card

Upon your request, we will issue a ScotiaCard to you, in your name. If you sign the reverse of the Card or if you activate or use the Card or use your Card number, that means you have received and you agree to the terms and conditions described in this Agreement. Once your Card is activated, you may access the following services (where offered) with your Card and the Electronic Signature specific to that service:

### *I. Automated Banking Services*

You can access your designated accounts through the following delivery channels (where available):

- Designated ATMs;
- POS devices that display the symbols of any system we may designate from time to time for purchase transactions paid for using your Card;
- “TeleScotia” Telephone Banking (automated or agent-assisted);
- Scotia OnLine® Internet 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 honor, for bill payments, transfers between accounts, issuance of drafts to third parties and any other available Automated Banking Services offered by the Bank from time to time.

### *II. Services Available through ATMs*

- Access up to 10 deposit accounts;
- Withdrawals;
- Deposits;

- Verification of Balances;
- Payment of Loans and other Authorized Payments;
- Transfer between accounts.

### *III. Any Branch Banking (“ABB”) Service*

You can access your accounts through the ABB Service by presenting your Card, together with your Personal Identification Number (PIN), your passbook, your personalized Scotiabank check, or such other identification, as we reasonably require, at local Scotiabank branches in the country where your account is domiciled.

### *IV. Services Available through Scotiabank Internet Banking*

Accounts to be accessed through Scotiabank Internet Banking will include all accounts listed on your Scotiabank Customer Profile. In order to link different accounts, you must be a signatory on each account.

Services available include:

- Access to unlimited number of accounts (deposit, credit, and loan);
- Verification of balances and account history;
- Transfer between Scotiabank accounts, including Scotiabank MasterCard;
- Bill payment.

Services Available Through TeleScotia (where available)

- Access up to ten (10) deposit accounts;
- Verification of balances;
- Bill payment;
- Transfer between Scotiabank accounts.

### *V. POS, Phone, Internet, Mail Order Purchases*

Where available, you may use your Card or your Card number to pay for goods and services. When you pay for goods or services using your ScotiaCard number without presenting your ScotiaCard, you will have the same responsibilities as if you had presented your ScotiaCard to a merchant and signed a sales draft or receipt or entered your Electronic Signature.

The services referred to in clauses 2 (I) to (V) above are collectively referred to in this Agreement as the “Service(s)”.

## **3. Transaction Charges and Fees**

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

- i. A transaction charge or service fee, at the prevailing rate (as determined by us from time to time), for each transaction for which your Card or ScotiaCard

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number has been used to obtain a Service. These fees and charges are described in our Statement of Fees and Charges (for Puerto Rico accounts) and in our Schedule of Rates and Fees (for U.S. Virgin Islands accounts).

- ii. The transaction charges or service fees imposed by other financial institutions (inside or outside the country in which the Card is issued) for transactions conducted through their ATMs or POS Devices in which the Card and Electronic Signature has been used. You should contact the other financial institutions for the transaction fees they charge for using their ATMs or POS terminals.

You acknowledge that the transaction charges and service fees charged for each transaction performed are in addition to any account level service charges which apply to your accounts.

- iii. Any tax payable by the Bank or by you with respect to any transaction made using your Card.

You acknowledge that Scotiabank Internet Banking access is free of charge; however, all charges, such as long distance telephone charges, Internet access charges, and the like, incurred in connecting to Scotiabank Internet Banking are your responsibility.

#### **4. Transaction Limits**

We may establish and change limits, dollar or otherwise, from time to time, on the various transactions which may be available through the Services, without prior notice to you. Notice of such limits is provided in the Statement of Fees and Charges (or Schedule of Rates and Fees, as applicable) provided to you when you open your account, and is available to you upon request.

#### **5. 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 a POS transaction, we may arrange for a third party, such as a merchant, to give you the transaction record.

You agree that checks 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 reflected in your monthly account statement or passbook.

#### **6. Posting of Transactions**

Any Automated Banking Service transaction (excluding automated bill payments) conducted before 7pm (in the jurisdiction where your account is domiciled), Monday through Friday will normally be posted to your applicable account as of the date of the transaction, unless that day is a holiday. Transactions conducted on Saturdays,

Sundays or holidays will normally be posted to your applicable account as of the next business day. Transactions conducted outside the jurisdiction may be posted to an account at a later date.

Any automated bill payment request made on or before 7pm, Monday through Friday, will be posted to your designated account on the day of the transaction. An automated bill payment made after 7pm, 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 your account. We are not responsible for the processing/posting procedures of your designated Bill Payment Companies. Transactions for accounts with insufficient funds at the time of posting will be declined.

The debit to your account for post-dated bill payments and fund transfers are processed by 7pm on the date to which your payment is post-dated.

## **7. Stop Payment Requests**

If you wish to stop payment of a pre-authorized electronic fund transfer from your account, you must notify us orally or in writing at least three (3) business days before the scheduled date of the transfer. If you notify us orally, you must provide us with a written confirmation within fourteen (14) days of the oral notification; the notice must be addressed to us at P.O. Box 420, St. Thomas, Virgin Islands, 00804; for Puerto Rico, address your notice to P.O. Box 362230, San Juan, Puerto Rico, 00936-2230. Your oral stop payment notice will cease to be effective after fourteen (14) days if you do not provide the written confirmation.

## **8. Error Resolution Notice**

In case of errors or questions about your electronic transfers, telephone us at (1-877-766-4999), or write to us at P.O. Box 362230, San Juan, Puerto Rico 00936-2230, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number (if any).
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly.

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If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

For errors involving new accounts, point of sale, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

## **9. Limitation of Liability**

We agree to make reasonable efforts to ensure full performance of the Services. We will be responsible for acting only on those instructions from you which are actually received. We do not assume responsibility for malfunctions in communications facilities not under our control that may affect the accuracy or timeliness of messages you send, including losses or delays in transmission of instructions arising out of the use of any access service provider or caused by any browser software.

The Bank is not responsible if you give incorrect instructions or if your payment instructions are not given sufficiently in advance to allow for timely payment. Any information you receive from the Bank is believed to be reliable. However, it can only be provided on a best effort basis for your convenience and is not guaranteed. The Bank is not liable for any deficiencies in the accuracy, completeness, availability or timeliness of any information or for any investment or other decision made using this information.

The Bank is not responsible for system disruptions including disruptions caused by any computer virus or related problems.

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 Service, whether you are on Bank or other premises.

NEITHER THE BANK, NOR ANY OTHER INFORMATION PROVIDER, MAKES ANY EXPRESS OR IMPLIED WARRANTIES CONCERNING INTERNET BANKING SOFTWARE OR SERVICES OR BROWSERS INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY PROPRIETARY RIGHTS UNLESS DISCLAIMING SUCH WARRANTIES IS PROHIBITED BY LAW.

If we do not complete an electronic funds transfer when you request a Service, to or from your account(s) on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable under the following circumstances:

- If through no fault of ours, you do not have enough money in your account to make the funds transfer;
- If there is not enough money in your account, in excess of amounts you have specifically pledged to us as collateral, to make the funds transfer;
- If there are not enough available funds in your account to make the funds transfer;
- If funds in your account are subject to garnishment or other legal process which prevents the making of the funds transfer;
- If we have, because of your default, exercised our rights against the funds in your account pursuant to a pledge of those funds you gave us;
- If the funds transfer would go over the credit limit on your overdraft line;
- If any necessary authorization for completing the Service(s) has been revoked by an operation of law;
- If circumstances beyond our control prevent the funds transfer despite reasonable precautions that we have taken;
- When using Scotiabank Internet Banking, if you do not have sufficient funds in your account to make the payment on the processing date, if the estimate of time to allow for delivery to the payee is inaccurate, or due to delays in mail delivery, changes of merchant address or account number, the failure of any merchant to correctly credit the payment in a timely manner or for any other circumstances beyond our control;
- We will also be excused from such liability as a result of your acts or omissions or those of any third party or if you fail to observe the terms and conditions of this Agreement, or our account agreements with you, which relate to such Service(s).

If your Card and Electronic Signature or handwritten signature is used for a Service 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 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 your 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 that result from your having incorrectly provided to or selected from us, any account number, dollar amount or other information required

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for the operation of the Automated Banking Services. 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 Banking or Scotia OnLine Internet Banking postdated payment, you may delete the payment no later than 3 business days 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. You are responsible for effecting these changes to your account information via the TeleScotia Telephone Banking or Scotia OnLine Internet Banking Services (where these Services are available). 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 your account.

The Bank is not obligated to act on any withdrawal instruction from you if sufficient funds, including overdraft lines of credit, are not available in the account you designate. At the Bank's discretion, 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 ATM deposits pending verification.

#### **10. Lost, Stolen, Authorized Or Unauthorized Use Of The Card**

You will 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.

If you believe your Card and Electronic Signature have been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check, and you notify us within two (2) business days after you learn of the loss or theft of your Card or Code (PIN), your liability will not exceed \$50. If you do not notify within two (2) business days of the loss or theft, you could be responsible for as much as \$500 of money wrongfully taken from your account by use of the Card, if we can prove we could have stopped the taking of money if you had notified us within the two (2) business day period.

If your statement or passbook shows transfers you did not make, including those made by Card, Code (PIN) or other means, you will notify us within sixty (60) days after we mailed the first statement, or updated your passbook, on which the error occurred. If you do not notify us within sixty (60) days, you may be responsible for money taken from your account after that sixty (60) day period if we can prove that we could have stopped the taking of the money if you had notified us within the sixty (60) day period.

You are responsible for the care and safety of your Card and your Electronic Signature. You will keep your Electronic Signature strictly confidential; secure from all persons without exception and apart from the Card at all times.

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 liable for all Card transactions incurred using your Electronic Signature.

If you require a replacement card in these situations, or if your Card is retained by an ATM, immediately visit or call your nearest Scotiabank branch.

### **11. Limitation For Authorized And 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 the Card and/or Electronic Signature with your consent;
- Unauthorized use of the Card and/or Electronic Signature, where you have made available for use your 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” feature on a public access computer, until we have received notice of loss, theft or unauthorized use;
- 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;
- Your Card is cancelled or expired; or
- You have reported another person knows your Electronic Signature, including your PIN, PAC, password or access code.

You will be considered as contributing to the unauthorized use of your 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; or

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- 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 your Card and Electronic Signature, you will be liable for all withdrawals from or other transactions on your accounts up to the maximum daily and weekly permitted withdrawal limits through ATMs which we establish from time to time. You will also be liable for all purchases/withdrawals up to the maximum daily and weekly limit for POS transactions which we establish from time to time and for all transfers and payments completed via the Scotia OnLine Internet Banking and TeleScotia Telephone Banking Service, if these apply. The limit for POS transactions is over and above the maximum daily and weekly ATM withdrawal limit.

## **12. Processing Foreign Currency Transactions**

Cash withdrawals from your account through ABB or at Scotiabank ATMs obtained in a foreign currency using your Card and Electronic Signature will be deducted from your designated accounts in the currency of the account.

Conversion will be made at the exchange rate determined by Scotiabank on the day the transaction is charged to your account.

If you use your Card and Electronic Signature for cash withdrawals or to purchase goods or services outside the jurisdiction in which the Card was issued, we will convert the amount of the cash withdrawal or purchase using the exchange rate determined by VISA International, on the day the transaction is posted to your account. This rate may be different than the rate in effect on the date your withdrawal or POS transaction occurred. To this amount will be added an additional 1% VISA service fee on the converted amount and any additional Scotiabank service fee, as applicable, on the converted amount. We will deduct the total amount from your designated account in the currency of the account. A notice of the Scotiabank service fee is provided in a readily accessible place in our branches.

If you use your Card for a transaction in a foreign currency, and the merchant or retailer gives you a credit voucher, the two transactions (the debit and credit) may not balance exactly because of exchange rate and currency fluctuations between the debit and credit dates.

## **13. Changing Limits And 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 Services provided for in this Agreement. We may designate one or more of your accounts for our FastCash or other services available through ATMs or POS devices. Any designation may be cancelled or changed by you in writing at any time.

#### **14. Cancelling Banking Services**

We may at any time, without notice, withdraw any ATMs or POS terminals from use, or cancel or vary the whole or any part of the Services we offer you in connection with or through the use of the Card. No Automated Banking Services transactions, including, without limitation, deposits, bill payments, funds transfer, loan payments, enquiries, ministatements and/or cash advance requests will be processed after cancellation of the Automated Banking Services.

#### **15. 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 and between the Bill Payment Company and yourself. We do not verify, nor are we required to verify, that any purpose for which the payment is made has been fulfilled by the company as a condition of honoring your payment request on your account. Any dispute you have regarding the Services provided under this Agreement will normally be resolved within 15 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.

#### **16. Inactive Accounts**

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

You shall be unable to access the Telephone Banking (where available) and Internet Banking services if you fail to activate the service for a period in excess of six (6) months.

#### **17. Electronic Messages**

You agree to contact us only through the Scotia OnLine® Internet Banking website or by phone and not through other e-mail methods. You also agree to receive communications regarding your account through the Scotia OnLine® Internet Banking channel and you agree you will not attempt to circumvent receiving any messages. You are deemed to have received any electronic messages sent to you when they are made available to you through the Scotia OnLine® Internet Banking website.

You agree that we are authorized to process any instructions we receive under your password, and that these procedures are commercially reasonable. The Bank will be responsible for acting only on those instructions sent through Scotia OnLine® Internet Banking which are actually received.

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## 18. Contact in the Event of Unauthorized Transfer

If your Card is lost or stolen, or retained by an ATM, or if you suspect unauthorized use, or believe a transfer has been made using the information from your check without your permission, immediately visit or call your nearest Scotiabank branch to report the loss and request a replacement Card. Depending on the decals reflected on the back of your Card, the Card may be used to access Services where one of these symbols is displayed:



# Overdraft Protection Agreement

## **Overdraft Protection is a temporary credit account**

To benefit from this service, you must separately complete an application for credit and be approved for Overdraft Protection. You may use your Overdraft Protection from the date the Overdraft Protection Agreement is approved by us.

## **Overdraft limit**

You may overdraw the account specified in the agreement up to the amount agreed to in writing by us.

You may overdraw the account by check, pre-authorized payment or any other debit we authorize. We may refuse any debit without notice to you if the amount would cause the overdraft limit to be exceeded.

## **Payment**

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

- You will bring your account to a positive balance;
- For dishonored items, you will pay us the handling charge for each debit drawn on the account and all other applicable service charges. Handling charges are treated as overdraft amounts;
- You will pay us the overdraft interest charge set out in this booklet, or as stipulated by written notice to you. Interest is accrued on a monthly basis at the rate set by the Bank from time to time. Any deposit made to your account will be applied first to the accrued interest and then to the overdraft balance.

The Finance Charge charged for the overdraft incurred will be calculated on a daily basis and will depend on how much you borrow at the prevailing Annual Percentage Rate. The Finance Charge is calculated using the Daily Closing Balance method. The Finance Charge on overdrafts will be imposed on a monthly cycle to your account and will appear on your account statement. The Annual Percentage Rate applicable to your overdraft amount will be stated in the Disclosure of Interest, Fees and Account Terms provided to you. It could vary from time to time as determined by the Bank.

## **Delinquency**

If your overdraft balance goes into default, we may close your account and convert your overdraft balance to delinquent demand loan status. Interest payable will be calculated daily and applied to the demand loan.

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## **Terminating the agreement**

Either party may terminate this agreement. We may terminate the agreement if you are in default. You may terminate the agreement by giving us at least 10 days' prior written notice.

Termination does not relieve you of any obligations under this agreement until the overdraft amount has been paid to us in full. Regardless of such termination, you are responsible for paying us for all debits or other charges made following termination.

# Our Commitment to You – Satisfaction Guarantee

When we make changes or open an account, we always want to ensure that we are helping you find the right account for your banking needs. If you are not satisfied with the changes made to your account, you may select an alternate Scotiabank account within ninety (90) days of the effective date of the changes.

On request, we will refund the difference, if any, between the fees paid on your account and the fees that you would have paid with your alternate account choice on the effective date of the changes.

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## OPT OUT REQUEST FORM

(Puerto Rico customers)

This Opt Out Request Form should be used to exercise the Opt Out Option described in the Privacy Policy Statement section of your Personal Banking Financial Services Agreement.

When you complete this Form and mail it to us at the address below\*, you have elected to instruct us not to disclose your personal information to our affiliates. Even though you have exercised your right to opt out, we can share certain information with our affiliates as permitted by law. In the case of joint accounts, each account holder must exercise the Opt Out right separately. Your request will be valid until you revoke it in writing.

Full Name of the Customer who wishes to Opt Out: (please print)

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Signature:

Social Security Number:

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Mailing Address:

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\*Please mail your completed Request Form to us at the following address: P.O. Box 362230, San Juan, Puerto Rico 00936-2230. The Opt Out Request will take approximately four (4) weeks to take effect. If you have already sent the Opt Out Request, you do not have to send it again.

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## OPT OUT REQUEST FORM

(Puerto Rico customers)

This Opt Out Request Form should be used to exercise the Opt Out Option described in the Privacy Policy Statement section of your Personal Banking Financial Services Agreement.

When you complete this Form and mail it to us at the address below\*, you have elected to instruct us not to disclose your personal information to our affiliates. Even though you have exercised your right to opt out, we can share certain information with our affiliates as permitted by law. In the case of joint accounts, each account holder must exercise the Opt Out right separately. Your request will be valid until you revoke it in writing.

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Signature:

Social Security Number:

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Mailing Address:

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\*Please mail your completed Request Form to us at the following address: P.O. Box 362230, San Juan, Puerto Rico 00936-2230. The Opt Out Request will take approximately four (4) weeks to take effect. If you have already sent the Opt Out Request, you do not have to send it again.

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**OPT OUT REQUEST FORM**  
(U.S. Virgin Islands customers)

This Opt Out Request Form should be used to exercise the Opt Out Option described in the Privacy Policy Statement section of your Personal Banking Financial Services Agreement.

When you complete this Form and mail it to us at the address below\*, you have elected to instruct us not to disclose your personal information to our affiliates. Even though you have exercised your right to opt out, we can share certain information with our affiliates as permitted by law. In the case of joint accounts, each account holder must exercise the Opt Out right separately. Your request will be valid until you revoke it in writing.

Full Name of the Customer who wishes to Opt Out: (please print)

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Signature:

Social Security Number:

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Mailing Address:

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\*Please mail your completed Request Form to us at the following address: P.O. Box 420, St. Thomas, Virgin Islands 00804. The Opt Out Request will take approximately four (4) weeks to take effect. If you have already sent the Opt Out Request, you do not have to send it again.

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## **OPT OUT REQUEST FORM**

(U.S. Virgin Islands customers)

This Opt Out Request Form should be used to exercise the Opt Out Option described in the Privacy Policy Statement section of your Personal Banking Financial Services Agreement.

When you complete this Form and mail it to us at the address below\*, you have elected to instruct us not to disclose your personal information to our affiliates. Even though you have exercised your right to opt out, we can share certain information with our affiliates as permitted by law. In the case of joint accounts, each account holder must exercise the Opt Out right separately. Your request will be valid until you revoke it in writing.

Full Name of the Customer who wishes to Opt Out: (please print)

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Signature:

Social Security Number:

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Mailing Address:

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\*Please mail your completed Request Form to us at the following address: P.O. Box 420, St. Thomas, Virgin Islands 00804. The Opt Out Request will take approximately four (4) weeks to take effect. If you have already sent the Opt Out Request, you do not have to send it again.



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