



DAY-TO-DAY BANKING

COMPANION BOOKLET

SEPTEMBER 2019

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Part 1 Introduction

Welcome to Scotiabank

Thank you for choosing Scotiabank for your day-to-day banking needs. This booklet explains the personal banking services we offer. You can find general information on your bank accounts, regular monthly fees, and other banking services you might need. It also contains the terms and conditions you agree to when you have an account with us.

Definitions you need to know

Account activity means transactions or requests the customer initiates, as well as automatic fees or interest transactions generated by the system.

Assisted telephone transactions means transactions a *TeleScotia* service representative completes on your account.

Debit transactions means withdrawals from your accounts, including cash withdrawals, cheques drawn on your accounts, transfers to other Scotiabank accounts or financial institutions, bill payments, pre-authorized payments and *Interac*[†] Debit or Visa Debit purchases.

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

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

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

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

You and your means each person who holds a deposit account.

General legal information

This booklet is a legal agreement between you and us

You agree to the terms and conditions in this booklet, including the personal banking services agreements that apply to you (collectively, the “agreements”). The application you made for any account or other deposit product or service is part of these agreements.

Who is bound by this booklet?

The legal requirements in this booklet that apply to you are binding on you, your estate, your heirs, executors, administrators, and your personal and legal representatives.

Separate agreements and severability

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

Handling personal information

Protecting your privacy is central to our relationship with you. Our privacy commitment is found in the first part of the agreements section in this booklet.

Currency

All dollar amounts are in Canadian dollars unless otherwise noted.

Changes to your accounts

From time to time we change our account features and fees. We notify you about these changes in advance. See more information in the next section, “Changes to this booklet.”

If you are not satisfied with a change to your account, you may choose a different Scotiabank account within ninety (90) days of the effective date of the change. If you choose a different Scotiabank account during the 90-day period and your new account has higher fees, we will refund the difference between the fees from your old account and the new one for those 90 days if you ask us to.

Changes to this booklet

We may change the terms in this booklet from time to time. We may change these or other sections:

- › Introduction
- › Opening a Personal Deposit Account
- › General Information about Personal Accounts
- › Day-to-Day Banking Accounts
- › Special Feature Plans
- › Savings Accounts
- › Foreign Currency Accounts
- › Other Banking Services and Fees
- › Powers of Attorney
- › Resolving Your Complaint

We will give you written notice of any change at least sixty (60) days before it takes place. If the law requires a different notice period, we give you notice within that time. The written notice will tell you:

- › about the change.
- › what date the change becomes effective.
- › if the law requires your consent to make the change, that you have the right to refuse the change without cost, penalty or cancellation indemnity. Refusing the change will cancel the applicable legal agreements between you and us, which also means you agree to close the account or accounts affected by the change.

You must notify us within thirty (30) days of the effective date of our change if you don't agree to it and want to close your account. If you notify us within that thirty (30) day period, we will cancel the applicable agreements. If you owe us any outstanding amount on your account or accounts, it becomes due when you give us notice.

Unless the law that applies says otherwise, we consider you have accepted a change if you do not notify us within thirty (30) days from the effective date of the change that you don't agree to the change or if you do any of the following after thirty (30) days from the effective date of the change:

- › keep your personal deposit account open;
- › use your personal deposit account; or
- › have outstanding debts associated with your Personal Deposit Account after the effective date of the change

We can give you notice about changes to this booklet or a Personal Banking Services Agreement in any of the following ways:

- › an electronic notice or message sent to the Communications Centre in your Online Banking site or Mobile Banking app
- › a notice on the Scotiabank website
- › a notice with your monthly statement
- › a notice addressed to you at the last address we have for you in our records
- › a visible notice at all Scotiabank branches or ABMs or both
- › any other methods we decide are acceptable

Governing law

The terms in this booklet are governed by and interpreted under the applicable laws of the province or territory where you reside and the federal laws of Canada.

You agree you submit to and are bound by those laws and the courts of that province/territory in the event of any dispute relating to a Personal Deposit Account we provide to you and this booklet. Any judgment we obtain will not affect your obligations under this booklet.

Part 2 All about Personal Banking Accounts

Personal Bank Accounts

Personal bank accounts (also called personal deposit accounts) are accounts you use for personal banking. The accounts belong to the person or people whose name is on the account, and they cannot be used for business or transferred to anyone else.

If you conduct business using a personal account, we may charge business banking fees or close the account. If we suspect illegal, unauthorized or fraudulent transactions including illegal internet gambling, we may cut off access to your account, even to you, without notifying you first.

Your roles and responsibilities as an account holder are explained in the Deposit Account Agreement in Section 21 of this booklet.

The different account and plan types

There are four categories of accounts and plans:

- › Day-to-Day Banking Accounts
- › Special Feature Plans
- › Savings Accounts
- › Foreign Currency Accounts

Find detailed information on personal account related services in Section 21 of this booklet.

Eligibility for an account

Some accounts are only available if you meet certain requirements. For example, our *Getting There Savings Program* for Youth account is only available to people under 19 years of age. Our Seniors' Discount is available to customers 60 years of age or older. You must meet the requirements to open these kinds of accounts.

How to access your account

You can access your account:

- › at our branches
- › at ABMs (Scotiabank's Automated Banking Machines or those of any other financial institution displaying the *Interac*⁺ symbol or the Visa/PLUS symbol abroad)
- › by making direct payment purchases

- › with pre-authorized payments
- › over the phone or internet
- › Mobile banking
- › by sending us instructions in writing

Using your bank card and personal identification number

If you open an account, you receive a *ScotiaCard* banking card. You will need to choose a personal identification number (PIN) to use your card. When you use your card and PIN, we consider it your electronic signature to authorize transactions. Find details and terms and conditions for using your *ScotiaCard* banking card in Section 13 of this booklet.

Opening an account

You can open an account at a branch, online at Scotiabank.com, or by calling 1-800-4SCOTIA (1-800-472-6842). When you open an account, here's what you can expect:

Confirming your identity

When you open an account at a Scotiabank branch, you will need to present personal identification (ID). You can find out what kinds of ID we accept at www.scotiabank.com or in "Day-to-Day Banking: Opening a Personal Account or Cashing a Federal Government Cheque at Scotiabank, Cheque Holding Policy," which is available at all Scotiabank branches.

ID for customers under 16 years old

Youths 12- to 15-years old may confirm their own identity by showing either:

- › one original piece of acceptable government-issued photo ID
- › documents from two independent reliable sources (options are listed on our website)
- › one document with the youth's name and date of birth and one document with the parent or guardian's name and address

Youths under 12-years old need a parent or legal guardian to:

- › open the account
- › provide one original piece of the parent or guardian's acceptable government-issued photo ID or documents from two independent reliable sources to confirm their identity (options listed on our website)
- › provide a certified copy of the legal document verifying their legal guardianship of the youth

Collecting and recording your information

We may collect and record information from you, including:

- › your full name, home address, date of birth, and occupation or type of business.
- › to comply with government regulations, we may need to ask you about your relationship to anyone who benefits from or is connected with your accounts. These include beneficial owners, intermediaries, and other interested parties. If someone else will use or benefit from your account, we ask for information about them and your relationship to them before we can open the account.
- › what type, volume, and frequency of account activity you expect.
- › where incoming funds or assets come from.
- › other information the Scotiabank Privacy Agreement describes (Section 15 of this booklet).

We can refuse to open a personal account for legal reasons. If we do this, we let you know in writing. We refuse to do business with anyone who insists on being anonymous or who gives false, inconsistent, or conflicting information. We will refuse if we cannot find accurate information about your identity after making a reasonable effort to find it.

Keeping your personal information private

We keep your personal information confidential. Section 15 is our Scotiabank Privacy Agreement.

Verifying your information

We verify key information you give us with reliable independent sources when it's reasonable to do so.

Monitoring your information

As the Scotiabank Privacy Agreement describes, we may monitor your account as part of our legal and regulatory obligations. When we notice that your financial behaviour changes, we take steps to find out why. This is an important part of protecting the security of your account.

Keeping your information up to date

We keep information about you and your financial activities for specific purposes that are legally permitted or required. We keep this information as accurate, complete, and up-to-date as is necessary to meet the purposes for which we collect it. If your personal information changes or is out of date, you must tell us so we can update our records.

Other information we may ask you to provide

Because of regulatory requirements, we may ask you for more information about a specific transaction. For example, we may ask if you are conducting a transaction for a third party.

Interest rates on your account

If you have an account that pays interest, interest rates will vary from time to time, and you may not receive any interest when your balance falls below a certain level. For information on current interest rates, visit www.scotiabank.com or call 1-800-4SCOTIA (1-800-472-6842).

Knowing your money is safe with us

The Bank of Nova Scotia is a member of **Canada Deposit Insurance Corporation (CDIC)**. CDIC insures eligible deposits you make with Scotiabank up to maximum coverage limitations. For more information on deposit insurance, refer to 97, CDIC - Protecting your Deposits.

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

Part 3 Important information on using your account

Direct Deposit for paycheques and other payments

You can arrange for electronic direct deposit of most employer paycheques and government payments. The payment goes directly into your account, is available immediately, and isn't delayed if there is a postal strike.

Transaction Processing

In most cases, deposits, withdrawals and other transactions conducted at a branch or bank machine after 6:00 p.m. local time and any Telephone Banking and Online Banking transactions conducted after 6:00 p.m. Eastern Standard Time may be processed the next business day.

Holds on deposits, transfers, and returned cheques

Cashback limits on deposits

A CashBack limit will be assigned to your ScotiaCard. You can withdrawal money up to that limit on your deposit during the hold period.

After you've had your card for a while, your limit may be automatically increased by us or you can ask us about increasing this limit.

Holds on cheques deposited to a personal account

When you deposit a cheque into your personal account, you may not always be able to access or cash the funds right away. We may hold funds for the hold period described in our policy. In some cases, a cheque may be returned after the hold period ends. Ultimately, you are responsible to us for any cheque you deposit that is returned to us, regardless of whether its hold period has expired.

In our holds policy, we define "cheque" to include negotiable items such as cheques, certified cheques, and bank drafts.

Hold periods

Whether we hold a cheque you deposit depends on how long you have dealt with the Scotiabank branch, the amount of money already in your account, and the amount and characteristics of the cheque.

Maximum hold periods are as follows. For these periods to apply, cheques must be undamaged and use magnetic ink that our deposit machines can recognize:

- › For cheques written from an account at a financial institution's branch in Canada:
 - › 4 business days for Canadian dollar cheques
 - › 9 business days for US dollar cheques
- › 19 business days for cheques from an account at a financial institution's branch in the US.
- › 29 business days for cheques from an account at a financial institution's branch outside Canada or the US.

Business day means regular weekdays only, excluding Saturdays, Sundays, and statutory federal holidays. The number of business days begins after the date of deposit.

We may extend the maximum hold period if we reasonably suspect illegal or fraudulent activity related to the account.

In some circumstances, we send cheques "on collection." This means the cheque amount will only be available in your account once Scotiabank has received the funds from the other financial institution.

Hold policy on transfers from another financial institution

You can schedule regular transfers* from a bank account at another financial institution to your Scotiabank personal account. Please ensure the other account has sufficient money for the transfer the *day before* your transfer date. We may hold the transfer into your Scotiabank account for up to five business days, to ensure the other bank account completes the transfer.

*These can be weekly, every two weeks, twice a month, monthly, every two months, quarterly, every four months, twice a year, or annually.

Cheques you deposit may be returned

Cheques you deposit are sometimes returned to us by another financial institution for the reasons below. When this happens:

- › We may send a printout of the cheque image and not the original. We have the right to capture an original cheque's image, remove it from the payment system, and destroy it. The paper image is the legal equivalent of the original.
- › We may take the amount of an unpaid, returned cheque (and any interest we paid you on that amount) from your account. You are responsible for returned cheques even if you close the account.

A financial institution may refuse to pay a cheque you have already deposited for a number of reasons, including:

Account closed	The account the cheque is drawn from is closed
Counterfeit cheque	The owner of the account denies issuing the cheque
Duplicate payment	The cheque has already been deposited through Scotiabank or another financial institution
Forged or unauthorized signature	The signature on the face of the cheque is not the signature of the person it claims to be or that person is not authorized to sign on the account
Funds frozen/funds not cleared	A "hold" has been placed on funds in the account the cheque is drawn from
Irregular signature	The signature on the face of the cheque does not match the usual signature of the person it claims to be
Materially altered cheque	The owner of the account says the cheque has been altered without authorization
NSF	Non-sufficient funds (NSF) means there is not enough money in the account the cheque is drawn from
Payment stopped	The owner of the account has requested the cheque not be paid
Postdated	The date on the cheque is in the future
Refer to maker	The owner of the account who issued the cheque is to be contacted to determine the reason for the return
Stale dated	The date on the cheque is six months or older
Words and figures differ	The written and numerical amounts on the cheque don't match

Foreign currency cheques returned

If a cheque written in a foreign currency is returned, you are responsible for the Canadian dollar value of that cheque on the day we process the cheque. We are not responsible if the value of the cheque increases or decreases from foreign currency exchange changes.

If you receive money in your account in error

If a deposit is made in your account in error, we will withdraw that amount, even if it creates an overdraft.

Pre-authorized payments, stop payments, and transfers

Pre-authorized payments

You can set up a pre-authorized payment (also called a pre-authorized debit) to automatically pay a bill from your account. This is a convenient substitute for a postdated cheque when you have to pay the same bill every week or month.

We treat a request for a preauthorized payment as though you authorized it and we do not verify it with you first. You waive any right to receive pre-notification from Scotiabank of the amount of the pre-authorized debit before it is processed.

To set a payment up, the company will need you to complete an authorization form telling them the amount, frequency, and account number the money will come from.

For payment amounts that are different on each bill, the company must let you know the amount at least ten days before payment is due. You must keep enough funds in your account to cover the payment. If the company asks you for a blank cheque with the authorization form, provide one, but:

- › do NOT sign the cheque
- › write VOID across the face of the cheque
- › record the void cheque in your banking records

Keep a copy of the authorization you signed. If it does not explain how to cancel the payment agreement or correct an improper withdrawal ask the company for the procedures.

Issuing a stop payment on a pre-authorized payment

We stop pre-authorized payments based on the company name and the amount of the payment. If either the name or amount you provide does not match the payment that comes through, we may not stop it. Sometimes, unscrupulous companies are aware of this and change the name or amount slightly and continue to make withdrawals. If you want to cancel a pre-authorized payment to a specific company, you must also contact them to cancel the payments from their side.

Issuing a stop payment on a cheque

When you ask us to stop payment on a cheque you wrote and we do so, you agree to pay any costs we incur. Of course, we can't stop payment if the cheque clears before we receive your request. In that case, we are not responsible for stopping the payment.

A stop payment order for	Automatically expires as follows
Single Cheque	<ul style="list-style-type: none"> › If you give us the cheque date: 180 days after the date of the cheque › If you do not give us the cheque date: 180 days after the date you set up the stop payment
Range of cheque numbers	<ul style="list-style-type: none"> › 12 months after the date you set up the stop payment
Pre-authorized payment	<ul style="list-style-type: none"> › If you tell us the amount: 180 days after the date you set up the stop payment › If you do not tell us the amount: 90 days after the date you set up the stop payment
Stop all cheques and pre-authorized payments to a single payee	<ul style="list-style-type: none"> › If the item date is backdated or unknown, the stop order automatically ends 90 days after the date it was set up › If the item is postdated, the stop order automatically ends 90 days after the item date

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

We may delay or refuse EFT, TFT, or Wire Transfers at any time. We have a right to investigate these transfers to prevent crime, meet our legal requirements, or manage risks that go along with transfers.

Part 4 Day-to-Day Banking Accounts

Scotiabank provides customers with banking solutions that meet day to day needs. Below are highlights with details for each solution below

Basic Banking Account*

A basic bank account that covers your minimal needs.

- › 12 free debit transactions (including 4 teller assisted) & 2 free *Interac* e-Transfer[†] transactions per month⁴

Basic Plus Bank Account

A basic account with value-added features.

- › 25 free debit transactions & 10 free *Interac* e-Transfer[†] transactions per month⁵

Preferred Package

Our most popular features packaged for your everyday banking needs.

- › Unlimited debit transactions & *Interac* e-Transfer[†] transactions
- › First year annual fee waiver on new select Scotiabank credit cards¹¹
- › +0.05% Interest Rate Boost on your entire Momentum^{PLUS} Savings Account balance¹³
- › For additional features and benefits refer to table page 14

Ultimate Package

Spend, save, invest all from one package.

- › Unlimited debit transactions & *Interac* e-Transfer[†] transactions
- › Ongoing annual fee waiver on select Scotiabank credit cards¹²
- › +0.10% Interest Rate Boost on your entire Momentum^{PLUS} Savings Account balance¹⁴
- › Unlimited free Global ABM withdrawals
- › For additional features and benefits 9 more perks refer to table page 14

Note: For additional information on services and charges relating to these accounts, please refer to the chart on page 14 and the "Other Banking Services and Fees" on page 34 in this booklet.

Day-to-Day Banking Accounts ¹ – At a Glance	Basic Banking Account	Basic Plus Bank Account	Preferred Package	Ultimate Package
Core Account Features & Fees				
Monthly Account Fee	\$3.95 (Free for RDSP beneficiaries, see page 21 for details)	\$10.95	\$15.95	\$30.95
Seniors' Discount (credit to Monthly Account Fee)	(\$3.95)	(\$4.00)	(\$4.00)	(\$4.00)
Minimum daily closing balance required for monthly account fee waiver	Not applicable	\$3,000	\$4,000 ²	\$5,000 ³
Minimum daily closing balance across the Ultimate Package and Momentum ^{PLUS} Savings Account(s) required for monthly account fee rebate	-	-	-	\$30,000 ³
No. of debit transactions (any type, unless specified) included in the monthly fee (debit transactions included per month)	12 (incl. 4 teller-assisted)	25	Unlimited	Unlimited
Charge for each additional debit transaction (any type unless specified) over the monthly limit	\$1.25	\$1.25	-	-
<i>Interac</i> e-Transfer [†] transactions per month	2 free/mth (\$1.00 each additional) ⁴	10 free/mth (\$1.00 each additional) ⁵	Unlimited	Unlimited

Day-to-Day Banking Accounts ¹ – At a Glance	Basic Banking Account	Basic Plus Bank Account	Preferred Package	Ultimate Package
Access fee for each cash withdrawal at non-Scotiabank ABM (Interac in Canada)	\$1.50	\$1.50	1 free/mth (\$1.50 each additional) ⁶	Unlimited ⁷
Access fee for each ABM cash withdrawal at Visa* or PLUS* System (inside Canada and U.S.)	\$3.00	\$3.00	\$3.00	Unlimited ⁷
Access fee for each ABM cash withdrawal at Visa* or PLUS* System (outside Canada & U.S.)	\$5.00	\$5.00	\$5.00	Unlimited ⁷
Overdraft Protection fee for each month the account is overdrawn (subject to approval)	\$5.00	\$5.00	\$5.00	\$0.00 ⁸
Personalized Cheques	Fees Apply	Fees Apply	Fees Apply	Free ⁹
Drafts	\$7.50	\$7.50	\$7.50	Free ¹⁰

Packaged Features & Services

Annual fee waiver on new selected Scotiabank credit cards	-	-	Up to \$139 in value first year only ¹¹	Up to \$139 in value annually ¹²
Interest Rate Boost on Momentum ^{PLUS} Savings Account(s)	-	-	+0.05% ¹³	+0.10% ¹⁴
Preferred/Ultimate Rate on GICs	-	-	Preferred GIC Rate ¹⁵	Ultimate GIC Rate ¹⁶

Day-to-Day Banking Accounts ¹ – At a Glance	Basic Banking Account	Basic Plus Bank Account	Preferred Package	Ultimate Package
Additional Scotia® U.S. Dollar Daily Interest Account	-	-	No Monthly Account Fee ¹⁷	No Monthly Account Fee ¹⁷
Additional Basic Plus Bank Account	-	-	-	No Monthly Account Fee ¹⁸
Safety Deposit Box Annual fee waiver	-	-	-	\$55 per year (equivalent to a small box) ¹⁹
Free trades with Scotia iTRADE	-	-	-	5 per year (10 in the first year) ²⁰

Additional Bank Benefits

Scotia Rewards Points for Travel	Eligible	Eligible	Eligible	Eligible
SCENE Points	Eligible	Eligible	Eligible	Eligible
Bank The Rest Savings Program	Free	Free	Free	Free
Mobile Cheque Deposit	Free	Free	Free	Free
Each assisted telephone transaction	Free	Free	Free	Free
Scotia InfoAlerts	Free	Free	Free	Free

Other Bank Features & Fees

Each Cross Border (NYCE) Debit	\$1.00	\$1.00	\$1.00	\$1.00
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Day-to-Day Banking Accounts ¹ – At a Glance	Basic Banking Account	Basic Plus Bank Account	Preferred Package	Ultimate Package
Each cash withdrawal at another Financial Institution using your ScotiaCard with Visa Debit	\$5.00	\$5.00	\$5.00	\$5.00

Monthly Recordkeeping Options, Related Services & Fees

Paperless	Free	Free	Free	Free
Paper Statement	Free	\$2.25	\$2.25	\$2.25
Paper Statement with Cheque Image Return	Free	\$2.50	\$2.50	\$2.50
View each electronic image of cleared cheque (free with Paperless recordkeeping option)	Free for all Recordkeeping options	\$1.50	\$1.50	\$1.50
Each bill payment history or mini statement at ABM	\$0.75	\$0.75	\$0.75	\$0.75

* Basic Banking Account is also known or recognized as the Basic Bank Account. For additional information, please refer to page 34, the "Other Banking Services and Fees" section in this booklet.

® Registered trademark of The Bank of Nova Scotia

¹ Interac e-Transfer is a registered trade-mark of Interac Corp. Used under license.

¹ All Day-to-Day Banking Accounts and their fees, features and benefits are subject to change.

² The monthly account fee is waived if a minimum daily closing balance of \$4,000 is maintained for the entire month.

³ Ultimate Package monthly account fee is waived if a minimum daily closing balance of \$5,000 is maintained for the entire month. If the monthly balance of the Ultimate Package account is less than the daily minimum of \$5,000 but has a combined minimum daily closing balance of \$30,000 across the Ultimate Package account and Momentum^{PLUS} Savings Account(s) for the entire month, the monthly account fee of the Ultimate Package account will be charged then rebated within the first 10 business days of the following month. The account must have sufficient funds to cover any fees, including the monthly account fee. The account balance of one (1) Ultimate Package Account plus more than one (1) Momentum^{PLUS} Savings Account(s) qualify to pay no monthly account fees on one (1) Ultimate Package account. Account holders of the Ultimate Package who are also account holders of the Momentum^{PLUS} Savings Account(s) qualify.

⁴ Only the first 2 Interac e-Transfer transactions you send or request each month through Scotia Online or Scotiabank Mobile banking are free. Unused free Interac e-Transfer transactions cannot be carried forward to subsequent months.

⁵ Only the first 10 Interac e-Transfer transactions you send or request each month through Scotia Online or Scotiabank Mobile banking are free. Unused free Interac e-Transfer transactions cannot be carried forward to subsequent months.

⁶ The Preferred Package account includes 1 free non-Scotiabank Interac[®] ABM cash withdrawal within Canada per month. Access fee for each subsequent withdrawal at non-Scotiabank Interac[®] ABMs will be charged \$1.50 per withdrawal. Each cash withdrawal from non-Scotiabank Visa[®] or PLUS[®] ABMs will be charged \$3.00 in Canada and the U.S. and \$5.00 outside of Canada and the U.S. Account holders may still be charged a convenience fee by the other bank and/or ABM operator, not by Scotiabank.

⁷ The Ultimate Package account includes non-Scotiabank Interac[®] ABM cash withdrawals in Canada and cash withdrawals at non-Scotiabank Visa[®] or PLUS[®] ABMs within and outside of Canada. Account holders may still be charged a convenience fee by the other bank and/or ABM operator, not by Scotiabank.

⁸ Account holders who add Overdraft Protection to their account will have the \$5.00 Overdraft Protection fee automatically waived when the account is overdrawn. Interest will remain to be payable on overdrawn balances, calculated daily at 21% (per annum) and charged monthly. The account must have a positive balance at least once every 30 days. A \$5.00 handling fee will be charged for each item that is paid while the account is overdrawn more than the authorized limit. Subject to approval.

⁹ The account qualifies for one (1) book of 100 personalized cheques per calendar year per account. Account must be in good standing.

¹⁰ The Ultimate Package qualifies for unlimited Canadian and U.S. dollar drafts. Account must be in good standing.

¹¹ If you open a Preferred Package account (the "Account"), on or after the date you open the Account (the "Account Open Date"), you will receive an annual fee waiver for the first year only (the "First Year Annual Fee Waiver") on one eligible Scotiabank Credit Card account (an "Eligible Card") opened on or after the Account Open Date. Eligible Cards are the Scotiabank Gold American Express, Scotiabank Passport[™] Visa Infinite[®], Scotia Momentum[®] Visa Infinite and Scotiabank Value[®] Visa[®] credit cards. Eligible Cards are subject to change. Each Account can only receive one First Year Annual Fee Waiver regardless of the number of account holders on the Account or Eligible Cards opened. The First Year Annual Fee Waiver will be applied to the first annual fee for a primary card charged on an Eligible Card after the Account Open Date. If there is more than one Eligible Card opened after the Account Open Date, the First Year Annual Fee Waiver will be applied only to the first annual fee for a primary card that is charged on an Eligible Card after the Account Open Date. This First Year Annual Fee Waiver is only available for new Eligible Cards opened on or after the Account Open Date. Current or previous cardholders of an Eligible Card or cardholders that transfer to an Eligible Card on or after the Account Open Date will not receive the First Year Annual Fee Waiver. All other fees and charges applicable to the Eligible Card continue to apply. First Year Annual Fee Waiver will not be applied if the Account or Eligible Card is not open or is not in good standing and cannot be combined with any other annual fee waiver offer. Current annual fees, rates and other features for Eligible Cards are subject to change.

¹² If you open an Ultimate Package account (the "Account"), on or after the date you open the Account ("Account Open Date") you will receive an annual fee waiver ("Annual Fee Waiver"), each year for as long as you have one eligible Scotiabank Credit Card account (an "Eligible Card") and the Account. You will receive the Annual Fee Waiver, even if you opened an Eligible Card prior to the Account Open Date. Eligible Cards are the Scotiabank Gold American Express, Scotiabank Passport[™] Visa Infinite[®], Scotia Momentum[®] Visa Infinite and Scotiabank Value[®] Visa[®] credit cards. Eligible Cards are subject to change. Each Account will only receive one Annual Fee Waiver regardless of the number of account holders on the Account or Eligible Cards opened. The Annual Fee Waiver will be applied to the first annual fee for a primary Card charged on an Eligible Card after the Account Open Date. If there is more than one Eligible Card after the Account Open Date, the Annual Fee Waiver will be applied only to the first annual fee for a primary card that is charged on an Eligible Card after the Account Open Date. All other fees and charges applicable to the Eligible Card continue to apply. Annual Fee Waiver will not be applied if your Account or Eligible Card is not open or is not in good standing and cannot be combined with any other annual fee waiver offer. Current annual fees, rates and other features for Eligible Cards are subject to change.

¹³ Preferred Package account holders receive an additional 0.05% annually added to the annual Regular Interest Rate of any Momentum^{PLUS} Savings Account (the "0.05% Interest Rate Boost") held by the Preferred Package account holders. It will take 10 business days after activating a Preferred Package account for the 0.05% Interest Rate Boost to apply. The 0.05% Interest Rate Boost will cease to apply effective the Preferred Package closing date. The Regular Interest Rate plus the 0.05% Interest Rate Boost is calculated daily on the Momentum^{PLUS} Savings Account(s) closing balance and paid monthly. Refer to the Current Rates Page on Scotiabank.com for current interest rates, which are subject to change at any time without advance notice.

¹⁴ Ultimate Package account holders receive an additional 0.10% annually added to the annual Regular Interest Rate of any Momentum^{PLUS} Savings Account (the "0.10% Interest Rate Boost") held by the Ultimate Package account holders. It will take 10 business days after activating an Ultimate Package account for the 0.10% Interest Rate Boost to apply to Momentum^{PLUS} Savings Account(s). The 0.10% Interest Rate Boost will cease to apply effective the Ultimate Package closing date. The Regular Interest Rate plus the 0.10% Interest Rate Boost is calculated daily on the Momentum^{PLUS} Savings Account(s) closing balance and paid monthly. Refer to the Current Rates Page on Scotiabank.com for current interest rates, which are subject to change at any time without advance notice.

¹⁵ Preferred Package account holders will receive Preferred Package GIC interest rates ("Preferred Package GIC Rates") on Long Term Non-Redeemable GICs with terms between 1 and 10 years, excluding Special Rate GICs, Market Linked GICs and Guaranteed Income Optimizer GICs. The Preferred Package GIC Rates are subject to change without notice. For the latest Preferred Package GIC Rates, contact your branch or call 1-800-4-SCOTIA. Interest is accrued daily on your GIC from the issue date up to, but not including, the maturity date. For Scotiabank GICs that pay interest during their term (monthly, semi-annually or annually) the last interest payment is paid at maturity.

¹⁶ Ultimate Package holders will receive Ultimate Package GIC interest rates ("Ultimate Package GIC Rates") on Long Term Non-Redeemable GICs with terms between 1 and 10 years, excluding Special Rate GICs, Market Linked GICs and Guaranteed Income Optimizer GICs. The Ultimate Package GIC Rates are subject to change without notice. For the latest Ultimate Package GIC Rates, contact your branch or call 1-800-4-SCOTIA. Interest is accrued daily on your GIC from the issue date up to, but not including, the maturity date. For Scotiabank GICs that pay interest during their term (monthly, semi-annually or annually) the last interest payment is paid at maturity.

¹⁷ The primary account holder of the Preferred Package or Ultimate Package qualifies for a monthly account fee waiver on a Scotia® U.S. Dollar Daily Interest Account. The primary account holder on the Preferred Package or Ultimate Package account can be either the primary or joint account holder on the Scotia® U.S. Dollar Daily Interest Account to qualify. If the primary account holder of the Preferred Package or Ultimate Package had a Scotia® U.S. Dollar Daily Interest Account prior to activating a Preferred Package or Ultimate Package the fee waiver will apply to the bill cycle following the activation of the Preferred Package or Ultimate Package. Limit of one (1) Scotia® U.S. Dollar Daily Interest Account per Preferred Package or Ultimate Package account. Both accounts must be in good standing.

¹⁸ The primary account holder of the Ultimate Package qualifies for a monthly account fee waiver on a Basic Plus Bank Account. The primary account holder on the Ultimate Package account can be either the primary or joint account holder on the Basic Plus Bank Account. If the primary account holder of the Ultimate Package had a Basic Plus Bank Account prior to activating a new Ultimate Package the fee waiver will apply to the bill cycle following the activation of the Ultimate Package. Limit of one (1) Basic Plus Bank Account per Ultimate Package account. Both accounts must be in good standing.

¹⁹ Subject to availability. Upon activation, the primary account holder of the Ultimate Package account who gets a safety deposit box will receive a \$55.00 fee waiver (value of a small safety deposit box) applied annually as long as the account is in good standing. Limit of one (1) annual fee waiver per Ultimate Package account.

²⁰ Account holders who have a Scotia iTRADE account (except for corporate and non-personal Scotia iTRADE accounts) qualify to be credited with the commissions associated with their first 10 online commissionable trades of equities, options, debentures or ETFs ("Eligible Securities") placed across all account holder(s)' Scotia iTRADE accounts within the calendar year when they open the Ultimate Package account. In the second calendar year and thereafter, account holders qualify to be credited with the commissions associated with their first 5 online commissionable trades of Eligible Securities placed across all their Scotia iTRADE accounts during each year. Both the Ultimate Package account and Scotia iTRADE accounts must be in good standing on the last day of every month. Credits will

be applied to the account holder's non-registered Scotia iTRADE account, and, in its absence, to the account holder's registered Scotia iTRADE account in CAD currency (converted from USD to CAD for trades executed in USD, using the applicable foreign exchange rate) within the first 10 business days of the month following the trades. To be eligible, the primary or joint account holder of the Ultimate Package account can be either the primary or joint account holder of the Scotia iTRADE account. Credits will appear as \$4.99 or \$9.99 per trade depending on the account trading activity: standard commissions are \$9.99, if more than 150 trades are placed per quarter commissions are valued at \$4.99 per trade, debenture commissions are valued at \$24.99 per trade. Trades executed by a Trading Authority in the Scotia iTRADE account are also eligible. To qualify for you must not be in a disallowed debit position in your Scotia iTRADE accounts and not have any outstanding margin calls due in your Scotia iTRADE accounts. No cash redemption value. Free trades are limited to one per client. Only one account holder per each joint Ultimate Package account will be entitled to receive the credits for 10 or 5 free trades, as applicable, into their Scotia iTRADE account

Part 5 Special feature plans

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

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

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

Getting There Savings Program® for youth

A parent or guardian can open a *Getting There* savings account for a young person under 19 years old. If the young person is under 16, the parent or guardian must be present to open the account, get a bank card, or withdraw money. Once the young person is 16, they can ask us in writing to have sole authority over their account without parental consent.

If the account was opened before December 31, 2004, the parent or guardian *must* be present to transfer signing authority, even if the child is older than 16.

When you turn 19 years old

When you turn 19, you are no longer eligible for the youth account. We send you other account options by email, *Scotia OnLine*, or regular mail. If you do not choose a new account type, we automatically choose the most suitable account for you based on your recent transactions.

Interest on this account

We calculate interest daily and pay it monthly. The rate we use to calculate interest is based on which “tier” your daily account closing balance fits into. Different tiers give different annual interest rates. Note that some tiers may not pay interest. The annual interest rate for a tier is applied daily to the entire daily account closing balance. Find current rates and tiers at www.scotiabank.com.

For more information on services and charges

Please refer to:

- › the chart on page 23
- › Other Banking Services and Fees on page 34

Student Banking Advantage® Plan

You can use this plan if you’re a full-time student at a qualifying post-secondary school in Canada or the US. To take advantage of the *Student Banking Advantage* Plan account benefits, you will need to provide your branch with proof that you are enrolled full-time at a qualifying post-secondary institution.

When you are no longer a full-time student

When you are no longer enrolled full-time or you have not presented proof of enrollment, the plan will automatically be converted to a Preferred Package or another chequing account best suited for you, based on your account usage or residence. You will be reminded by email, *Scotia OnLine*, or by regular mail of the changes and other account options prior to conversion. Please visit www.scotiabank.com/Preferred, your local branch or call us at 1-800-4SCOTIA.

Student account holders can apply for these benefits

If you hold this type of account, you are eligible to apply for:

- › Scotiabank’s special Grad Auto Loan Program for graduating students
- › a *L’earn*® Visa* card for students, with a credit limit of \$500 to \$2,000 and no annual fee
- › a SCENE† Visa* card with a credit limit of \$500 to \$2,000 and no annual fee

† Registered Trademark of SCENE IP LP, used under license.

Interest on this account

We do not pay interest on this kind of account.

For more information on services and charges

Please refer to:

- › the chart on page 23
- › Other Banking Services and Fees on page 34

Seniors' discount

We automatically give customers 60 years and older up to \$4.00 off the monthly account fee for these accounts:

- › Basic Banking Account
- › Basic Plus Bank Account
- › Preferred Package
- › Ultimate Package
- › *Scotia* U.S. Dollar Daily Interest Account
- › EURO Daily Interest Savings Account
- › Scotiabank Momentum Chequing Account (no longer available for sale)
- › *Powerchequing* Account (no longer offered for sale)
- › *Scotia* Value Account (no longer offered for sale)
- › *Scotia One* Service (no longer offered for sale)

When we apply the discount

We give you the Seniors' Discount on the same day we take the monthly account fee from your account.

You cannot combine the Seniors' Discount with other fee reductions. Only the largest fee reduction applies and we may change the discount at any time.

For more information on services and charges

Please refer to:

- › the charts on page 23
- › Other Banking Services and Fees on page 34

Special Feature Plans Under Age 19 – At a Glance		Fulltime Student
	<i>Getting There Savings Program</i> ® for Youth (page 21)	<i>Student Banking Advantage</i> ® Plan (page 22)
Core Account Features & Fees		
Monthly Account Fee	Free	Free
No. of debit transactions (any type, unless specified) included in the monthly fee	Unlimited	Unlimited

Special Feature Plans Under Age 19 – At a Glance		Fulltime Student
Charge for each debit transaction (any type, unless specified) over the monthly limit	Not applicable	Not applicable
Monthly Recordkeeping Options & Fees		
Paperless	Free	Free
Paper Statement	Free	Free
Paper Statement with Cheque Image Return	Free	Free
Passbook	Not available	Not available
Recordkeeping Related Services & Fees		
Each Passbook Statement (automatically generated after 50 transactions have been processed without a passbook update)	\$2.00	\$2.00
View each electronic image of cleared cheque (free with Paperless recordkeeping option)	Free	Free for all Recordkeeping options
Each bill payment history or mini statement at ABM	\$0.75	\$0.75
Other Banking Services/features & Fees**		
<i>Bank The Rest</i> Savings Program	Free	Free
Mobile Cheque Deposit	Free	Free
Travel Rewards (<i>Scotia Rewards</i>)	Eligible	Eligible
Entertainment Rewards (SCENE)	Eligible	Eligible
Access fee for each cash withdrawal at non-Scotiabank ABM (Interac in Canada)	\$1.50	\$1.50

Special Feature Plans Under Age 19 – At a Glance

		Fulltime Student
Access fee for each ABM cash withdrawal at Visa* or PLUS* System (within Canada & U.S)	\$3.00	\$3.00
Access fee for each ABM cash withdrawal at Visa* or PLUS* System (outside Canada & U.S)	\$5.00	\$5.00
Each assisted telephone transaction	Free	Free
Scotia InfoAlerts	Free	Free
Each Interac ⁺ e-Transfer transaction per month	\$1.00 (2 Free per month) ^{***}	Unlimited ^{****}
Each Cross Border (NYCE) Debit	\$1.00	\$1.00
Each cash withdrawal at another Financial Institution using your ScotiaCard with Visa Debit	\$5.00	\$5.00
Overdraft Protection fee for each month the account is overdrawn (subject to approval)	Not available	\$5.00

* There are no fees to transfer funds to other Scotiabank accounts using self-service banking options.

** These are in addition to the account debit transaction fee, where applicable.

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

For additional information, please refer to Other Banking Services and Fees on page 34 in this booklet.

Part 6 Savings accounts

Scotiabank Momentum^{PLUS} Savings Account

The Scotiabank Momentum^{PLUS} Savings Account is a no monthly fee, high-interest savings account for people living in Canada.

A Momentum^{PLUS} account pays interest in two ways:

- › Regular Interest on all the money you hold in your account
- › a higher level of interest, called Premium Interest, if you commit to keeping a certain amount of money without making withdrawals on that amount for 90, 180, 270, or 360 days.

How we calculate Regular Interest

We calculate Regular Interest daily on your closing balance and pay it monthly based on the annual Regular Interest Rate. Regular Interest is stated as an annual rate.

How Premium Interest works

Momentum^{PLUS} Savings Accounts pay Premium Interest in addition to Regular Interest. You choose a) how much of your savings you want to deposit into a Premium Period and b) how long a Premium Period you want—90, 180, 270, or 360 days. Note you receive a higher interest rate for longer Premium Periods. To receive Premium Interest, you must leave the amount you deposit without withdrawals until the end of the Premium Period. You may have five different Premium Periods open at a time.

A Premium Period begins when you make a deposit. Any transaction that draws money from that specific Premium Period will end it and the premium interest will be forfeited. For example, these transactions end a Premium Period: withdrawals, transfers (including transfers to your other Scotiabank accounts and between Premium Periods within your Momentum^{PLUS} Savings Account), and transaction-related service fees. When one Premium Period ends, a new Premium Period of the same length starts the same day.

We calculate Premium Interest daily and pay it at the end of each Premium Period. We also pay Premium Interest on any Regular Interest that accumulates on that deposit. We list the Premium Interest rate as an annual rate, but we only pay interest on the portion of the year that applies.

If you make another deposit to one of your Premium Periods, we pay the following rates on that deposit, based on the number of days left in the period:

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

Changes to interest rates and premium periods

Regular Interest Rates, Premium Interest Rates, and Premium Periods can change at any time. Changes to Regular Interest Rates apply immediately. The Premium Interest rate will stay the same until the end of the Premium Period for deposits you made before the rate change. If you deposit new amounts after the rate change, the new rate applies. We post current Regular and Premium Interest Rates and Premium Periods at www.scotiabank.com.

If more than one person holds the account

If the account has multiple account holders, any one of you can sign for a transaction. You can find important information in the Deposit Account Agreement about this “any-to-sign” arrangement. The *Momentum^{PLUS}* account only allows this signing arrangement.

More details

- › You can access your account or make transfers using *Scotia OnLine*, Scotiabank Mobile Banking, and the Customer Contact Centre. You cannot use Interac[†] Debit, Scotiabank ABM, and bill payments with this account. Because this is intended as a savings account, there’s a \$5 per-transaction fee for withdrawals, except when you transfer money between Scotiabank accounts.
- › You have unlimited self-service no-fee transfers to other Scotiabank accounts from your *Momentum^{PLUS}* Savings Account, including transferring between Premium Periods within that account. But remember these transfers eliminate Premium Interest for the Premium Period.
- › You cannot hold a *Momentum^{PLUS}* account within a registered plan.

For more information on services and charges

Please refer to:

- › the chart on page 31
- › Other Banking Services and Fees on page 34

Scotiabank Savings Accelerator Account

The Scotiabank Savings Accelerator Account offers interest rates based on the balance in the account. The interest rate you receive increases on larger balances—there are multiple tiers of interest rate. You can hold a Scotia Savings Accelerator Account in a registered plan.

For more information

For details, please see the Investment Companion booklet at a Scotiabank branch or www.scotiabank.com.

Money Master[®] Savings Account

The Money Master Savings Account pays you interest on the first dollar you save.

If more than one person holds the account

If the account has multiple account holders, any one of you can sign for a transaction. You can find important information in the Deposit Account Agreement about this “any-to-sign” arrangement. This is the only signing arrangement available for multiple account holders with a Money Master Savings Account.

Interest on this account

We calculate interest daily and pay it monthly. The rate we use to calculate interest is based on which “tier” your daily account closing balance fits into. Different tiers may give different annual interest rates. Note that some tiers may not pay interest. The annual interest rate for a tier is applied daily to the entire daily account closing balance. Find current rates and tiers at www.scotiabank.com.

More details

- › No monthly fees.
- › Easy access to money through *Scotia OnLine*, Scotiabank Mobile Banking, Customer Contact Centre, Scotiabank ABM, and *Interac[†]* Debit.
- › A \$5.00 per-transaction fee on debit transactions, except transfers between Scotiabank accounts.
- › Unlimited no-fee transfers to your other Scotiabank accounts using *Scotia OnLine*, *TeleScotia*, Scotiabank Mobile Banking, Scotiabank ABM, and the Customer Contact Centre.
- › Transfer round-up amounts to this account with the *Bank The Rest* Savings Program refer to page 100.
- › You cannot hold this account within a registered plan

For more information on services and charges

Please refer to:

- › the chart on page 31
- › Other Banking Services and Fees on page 34

Part 7 Foreign currency accounts

Scotia® US Dollar Daily Interest Account

If you travel to the United States often or make and receive payments in US dollars, a US Dollar account means you don't pay foreign exchange costs.

Details of the account

- › No fee for US dollar drafts purchased from this account.
- › Deposits to this account are not insured under the Canada Deposit Insurance Corporation (CDIC) Act.

Electronic banking services you can use with this account

- › Scotiabank ABM—to check your balance only
- › *Scotia OnLine*—for account balances and details, transfers to Scotiabank, Scotia McLeod Investing (SMI) and iTRADE accounts
- › Mobile banking—for account balances and details, transfers to other Scotiabank accounts, Mobile Cheque Deposits for US Dollar cheques
- › *TeleScotia*—for USD and CAD transfers to other Scotiabank accounts, balance inquiry

US cash and cheques

If you want to withdraw US cash, the amount may be limited by what we have available. Note we cannot deposit or exchange US coins. If someone deposits a cheque drawn on this account at a financial institution outside Canada, the institution may charge a fee. This fee will be deducted from the account.

Interest on this account

We calculate interest daily and pay it monthly. The rate we use to calculate interest is based on which “tier” your daily account closing balance fits into. Different tiers give different annual interest rates. Note that some tiers may not pay interest. The annual interest rate for a tier is applied daily to the entire daily account closing balance. Find current rates and tiers at www.scotiabank.com.

For more information on services and charges

Please refer to:

- › the chart on page 31
- › Other Banking Services and Fees on page 34

Fees on this account are in US dollars.

Scotia® Euro Daily Interest Savings Account

You can only make transactions on the *Scotia* Euro Daily Interest Savings Account in person at the branch that holds your account. The following are not “Permitted Transactions” on the account: ABM, telephone and internet banking services, direct payment transactions, bill payments, cheque-writing privileges, overdraft protection, and some other services or transactions.

Details of the account

- › There is no fee for using your passbook. The passbook can only be updated at the branch the account was opened.
- › Mobile Cheque Deposit is not available for this account.
- › Deposits to this account are not insured under the Canada Deposit Insurance Corporation (CDIC) Act.

Euro cash

If you want to withdraw Euros, the amount may be limited by what we have available. We cannot deposit or exchange Euro coins.

Interest on this account

We calculate interest daily and pay it monthly. The rate we use to calculate interest is based on which “tier” your daily account closing balance fits into. Different tiers give different annual interest rates. Note that some tiers may not pay interest. The annual interest rate for a tier is applied daily to the entire daily account closing balance. Find current rates and tiers at www.scotiabank.com.

For more information on services and charges

Please refer to:

- › the chart on page 31
- › Other Banking Services and Fees on page 34

Fees on this account will be converted from Canadian dollars and withdrawn from your account in Euros.

Part 8 Savings accounts at a glance

Savings Accounts – At a Glance	High Interest Savings Accounts	Foreign Currency Savings Accounts		
	<i>Scotiabank Momentum^{PLUS} Savings Account</i> (page 26)	<i>Money Master[®] Savings Account</i> (page 28)	U.S. \$ Daily Interest Account (page 29)	Euro Daily Interest Savings Account (page 30)
Core Account Features & Fees				
Monthly Account Fee	Free	Free	\$1.00 U.S.	€ 1.00
Seniors' Discount (credit to Monthly Account Fee)	Not applicable	Not applicable	(\$1.00 U.S.)	(€ 1.00)
Monthly account fee waiver with minimum daily closing balance maintained for the entire month	Not applicable	Not applicable	\$200.00 U.S.	€ 200.00
No. of debit transactions (any type, unless specified) included in the monthly fee	Unlimited self-service transfers ¹	Unlimited self-service transfers ¹	2	2 teller-assisted
Charge for each debit transaction (any type, unless specified) over the monthly limit	\$5.00 ¹	\$5.00 ¹	\$1.25 U.S.	€ 1.25
Eligible deposit for <i>Canada Deposit Insurance Corporation</i> (CDIC) coverage	Yes	Yes	No	No
Monthly Recordkeeping Options & Fees				
Paperless	Free	Free	Free	Not available
Paper Statement	Not available	\$2.25	Free	Not available
Paper Statement with Cheque Image Return	Not available	Not available	\$2.50 U.S.	Not available
Passbook	Not available	Not available	Not available	Free

Savings Accounts – At a Glance	High Interest Savings Accounts	Foreign Currency Savings Accounts		
Recordkeeping Related Services & Fees				
Each Passbook Statement (automatically generated after 50 transactions have been processed without a passbook update)	Not applicable	Not applicable	\$2.00	€ 2.00
View each electronic image of cleared cheque (free with Paperless recordkeeping option)	Not available	\$1.50	Not available	Not available
Each bill payment history or mini statement at ABM	Not available	\$0.75	Not available	Not available
Other Banking Services/features & Fees**				
Access fee for each cash withdrawal at non-Scotiabank ABM (<i>Interac</i> ¹)	Not available	\$1.50	Not available	Not available
Mobile Cheque Deposit	Free	Free	Free	Not available
Access fee for each ABM cash withdrawal at non-Scotiabank Visa* or PLUS* System (within Canada & U.S.)	Not available	\$3.00	Not available	Not available
Access fee for each ABM cash withdrawal at non-Scotiabank Visa* or PLUS* System (outside Canada & U.S.)	Not available	\$5.00	Not available	Not available
Each assisted telephone transaction	Free	Free	Not available	Not available
<i>Scotia</i> InfoAlerts	Free	Free	Free	Not available
Each <i>Interac</i> ¹ e-Transfer	Not available	\$1.00	Not available	Not available

Savings Accounts – At a Glance	High Interest Savings Accounts	Foreign Currency Savings Accounts		
Each Cross Border (NYCE) Debit	Not available	\$1.00	Not available	Not available
Each cash withdrawal at another Financial Institution using your <i>ScotiaCard</i> with Visa Debit	Not available	\$5.00	Not available	Not available
Overdraft Protection fee for each month the account is overdrawn (subject to approval)	Not available	Not available	Not available	Not available

¹ A \$5.00 per-transaction fee applies on all debit transactions except other transfers to your other Scotiabank accounts using *Scotia Online*, *TeleScotia*, Scotiabank Mobile Banking, Scotiabank ABM, and the Customer Contact Centre, where available for that account. Transactions for which a fee will be charged include branch-assisted withdrawals and transfers, ABM withdrawals, direct payment purchases, bill payments, pre-authorized payments, and cheque withdrawals, where available for that account.

** In addition to the account debit transaction fee, where applicable. For additional information, please refer to Other Banking Services and Fees on page 34 in this booklet.

Part 9 Other banking services, fees, and rewards

This section covers services and fees that aren't covered in your monthly fee as well as rewards programs. If you need one of these services from time to time, we don't want you to be surprised to find there's a fee.

Account fees

Changing type of account

If you change your account type mid-month, you'll pay fees that apply to the new account. This will include all transactions during that month, even if they happened before you changed the account.

Inactive accounts

We charge the fees below if you don't use your account for a long period of time. We also send you notice by mail that your account is inactive after two, five, and nine years of inactivity. The amounts are:

after we send the 2-year notice of inactivity	\$20.00
(Note: this fee does not apply to <i>Money Master</i> , <i>Scotia Power Savings Account</i> , <i>Scotia Momentum Savings Account</i> and <i>Scotiabank Momentum^{PLUS} Savings Accounts</i>)	
after 3 years of inactivity	\$20.00
after 4 years of inactivity	\$20.00
after we send the 5-year notice of inactivity	\$30.00
after 6 years of inactivity	\$30.00
after 7 years of inactivity	\$30.00
after 8 years of inactivity	\$30.00
after we send the 9-year notice of inactivity	\$40.00

Account closing

If you close your account within 90 days of opening it, we charge \$20.00.

If you open an account by telephone, you have 14 business days to close it without paying this fee.

Accounts in other currencies

Your monthly fees for foreign currency accounts will be in that currency. There are no fees on these accounts for transactions in person in the branch or for buying Scotiabank investments (for example, GICs and mutual funds).

Processing and service fees

Cheque and payment processing service fees

To certify a Scotiabank cheque, the amounts are:

- › if you're the account holder \$15.00
- › if you're not the account holder but you are a Scotiabank customer \$15.00
- › if you're not a Scotiabank customer \$25.00

For stop payment of a cheque or pre-authorized debit, the amounts are:

- › if the cheque or debit details you give us are complete \$12.50
- › if the cheque or debit details you give us are incomplete \$20.00

For a cheque written in a foreign currency deposited to a Canadian dollar account, the amounts are:

- › if the cheque is under \$1,000 CAD equivalent \$10.00
- › if the cheque is \$1,000 CAD equivalent and over \$15.00

Mobile cheque deposit	No charge
Cheque processed on your account where your account and bank identification numbers are not fully MICR-encoded	\$5.00
Cheque or other debit item drawn against your account that is returned as Non-sufficient funds (NSF) in your account	\$48.00
Each cheque or pre-authorized debit deposited and subsequently returned (for third party items deposited to your account)	No charge
Paying a bill through a teller <i>(not applicable for payments to the Canada Revenue Agency (CRA) or Federal Government)</i>	No charge
<ul style="list-style-type: none"> › paid from a Scotiabank account (a debit transaction fee still applies) › paid by cash or cheque from another financial institution 	\$3.00
Processing postdated deposit	\$5.00 per deposit

Processing mailed-in deposit	\$2.00 per deposit
Processing a postdated and mailed-in deposit	\$5.00 per deposit

Personalized cheques

The cost of personalized cheques depends on their style and quantity. You can find more details at your branch. Please note you pay GST, HST, and QST on personalized cheques.

Fees for other recordkeeping and searches

If you need to update your personal banking records beyond your regular passbook and statement, the following fees apply:

Asking for your account balance	No charge
Updating your passbook at selected Scotiabank ABMs	No charge
Asking your branch for a record of activity in your account since last statement or passbook update	\$1.00
Letters or forms you ask us to prepare	\$30.00 per hour, \$15.00 minimum plus taxes
Asking for copies of your account statement	\$5.00 per copy
Each Paper Statement mailed to branch for pick-up	\$5.00
Each advice of transaction sent by mail or fax	\$5.00
If you ask us to retrieve an image (front and back) of a cheque deposited in your account:	
<ul style="list-style-type: none"> › If you request within 90 days from the date of the cheque was posted to your account › If your request is after 90 days from the date the cheque was posted to your account 	\$3.00 per cheque \$5.00 per cheque

Searches for other transactions not listed above: If we are required to search our records because of a legal search warrant from a third party, we charge these fees to the account holder.	
› within 90 days of the transaction date	\$10.00 per item
› after 90 days from the transaction date	\$30.00 per hour with a \$15 minimum

Transfers

General transfers

Automatic pre-arranged transfers of money between Scotiabank personal Canadian dollar deposit accounts	No charge for transfer but debit transaction fee will still apply
Manually processed pre-arranged transfer of funds between your Scotiabank personal deposit accounts (debit transaction fee applies)	\$1.50
Transfer by branch staff between Scotiabank personal deposit accounts due to telephone/fax/mail request, or to cover cheques (debit transaction fee applies)	\$4.50
Optional advice	\$5.00
Transferring a Scotiabank account balance to another financial institution	\$20.00

Incoming wire transfers

When an incoming wire transfer states it is a Pension Payment in the payment message	\$1.50 per transfer**
All other incoming wire transfers	\$15.00 CAD/USD per transfer**

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

Outgoing wire transfers

We charge a fee to send a wire transfer. You can check the fee when you instruct us to send the wire. Other banks or institutions that are involved in the wire transfer may charge a separate fee.

Information you need to make wire transfers

*** SWIFT and BIC codes:** To transfer money between banks, especially internationally, you need to know the SWIFT or BIC (Bank Identifier Code) for the bank receiving the transfer. For Scotiabank in other

countries, search SWIFT codes at www.scotiabank.com. For funds coming into Scotiabank Canada, use swift code NOSCCATT. For funds coming into Scotiabank US, use swift code NOSCUS33

IBAN numbers: In some European countries, you need an IBAN (International Bank Account Number) in addition to a BIC code. If you are sending money, you will need the correct IBAN code for the bank receiving the transfer. If you are receiving a transfer, Scotiabank does not have an IBAN code—use the correct SWIFT code and branch address instead.

Routing numbers: Scotiabank's Routing number is 026002532. The Routing Number is for the bank or financial institution that pays the transfer to the person receiving it. Note the Routing number is not the same thing as an IBAN code.

Wire transfer fees

We may use other banks or third-party service providers (“correspondents”) to process outgoing wire transfers on our behalf. A correspondent may deduct foreign exchange currency conversion charges and other bank handling fees from the transfer if they apply. You agree to pay the correspondent fees in exchange for receiving this service. We cannot predict the amount of these fees. Scotiabank may receive back part of the fee the correspondent deducts.

If there is a currency difference when you transfer money outside Canada, the correspondent will convert the amount into the local currency at the exchange rate they use for buying the currency you send.

Transfer fees are charged in the currency of the account.

Overdraft

Overdraft Protection

Overdraft Protection is available, if your credit is approved, on all bank accounts except:

- › *Getting There Savings Program* for Youth
- › *Scotia* US Dollar Daily Interest Account
- › *Scotia* Euro Daily Interest Savings Account
- › Money Master Savings Account
- › *Scotiabank Momentum^{Plus}* Savings Account

See page 88 of this booklet for the Overdraft Protection Agreement.

Service fees and interest for overdraft protection

- › There is no monthly fee if you do not use the overdraft.
- › There is a \$5.00 fee per month if your account is overdrawn a day or more. This fee does not apply if your Overdraft Protection is approved under a Scotia Total Equity[®] Plan.

- › On overdrawn balances, you pay 21% annual interest, calculated daily on the daily closing overdrawn balance and charged monthly.
- › There is a \$5.00 fee for each payment from your account if you are overdrawn past the pre-authorized limit.

Effective date

The Overdraft Protection is available to use on the approval date. If your Overdraft Protection is approved under the *Scotia Total Equity*® Plan, it will be available from the date the plan is funded.

Repaying your Overdraft Protection

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

If we allow you an overdraft when you don't have Overdraft Protection

In our sole discretion, we may allow your account to be overdrawn even if you do not have overdraft protection. If we do this, you must pay the overdraft balance in full immediately.

Interest on overdrafts if you don't have Overdraft Protection

We charge 21% annual interest on overdrawn balances, calculated daily on the daily closing overdrawn balance and charged monthly.

Service fees if you don't have Overdraft Protection

We charge a \$5.00 handling fee for each item which places your account in overdraft and \$5.00 for each payment from your account while your overdraft balance is outstanding. This fee is in addition to normal transaction fees and applicable interest.

General fees

Purchase a Bank draft in Canadian or US dollars	\$7.50
Foreign currency items negotiated (clean bills, cheques, money orders, drafts, transfers etc.)	\$2.00 per item

Safety deposit boxes

Type	Code Letter	Size (inches)	Annual Fee**
Small	A	1.5 x 5 x 24	\$55.00
Medium	B	2.5 x 5 x 24	\$75.00
		3.25 x 5 x 24	\$75.00
		3 x 5 x 24	\$75.00

Type	Code Letter	Size (inches)	Annual Fee**
Large	C	2.5 x 10.375 x 24	\$125.00
		5 x 5 x 24	\$125.00
Extra large	D	5 x 10.375 x 24	\$250.00
		5 x 10 x 24	\$250.00
Super large	E	10 x 10.375 x 24	\$350.00

** Plus GST, HST, QST. Scotiabank's GST/HST Registration Number is R105195598 and the QST number is 1000042508.

Other fees

Replacing a lost key:	\$25.00
Drilling out a lock:	\$200.00

Additional rewards

Bank The Rest® savings program

If you choose this savings program, you have the option to round up your purchase amount to the nearest dollar or 5-dollar amount each time you buy something with your *ScotiaCard*. It is the difference between the rounded up amount and the actual amount.

Service fees

No fee

SCENE® Rewards

Earn SCENE points on ALL your debit purchases when you use a SCENE *ScotiaCard*® debit card.**

- › Earn 1 SCENE point for every \$5 in debit purchases
- › Earn 1 SCENE point for every \$1 spent at participating Cineplex Entertainment®^ theatres*

* Maximum 300 points per transaction and maximum 600 points per day.

** If you return or exchange a purchase for which you received SCENE points, they will be automatically deducted from your SCENE membership account.

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

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

Scotia Rewards

Earn *Scotia Rewards* points with a Passport *ScotiaCard*. You'll get 1 *Scotia Reward* point for every \$5 you spend using your debit card. Find full terms and conditions on Page 69.

Service fees

No fee

Part 10 Self-service banking

You can use your *ScotiaCard* for online banking, mobile banking, Scotiabank ABMs*, and telephone banking to pay bills, check your balance, and transfer funds to other Scotiabank accounts. You can also make deposits and use other languages at our ABMs. These self-service options can reduce your banking fees. To use one of our digital services, you must agree to the Digital Access Agreement when you register for that service.

Internet banking

Scotia OnLine®**

Banking online allows you to bank on your own time, conveniently and securely. Use your *ScotiaCard*, credit card or account number to set up a username and password. To activate *Scotia OnLine*, visit Scotiabank.com, select Activate Now in the top right-hand corner and follow the prompts.

Scotiabank mobile banking***

Our mobile app is available for Androids, iPhones and iPads. Use your *ScotiaCard*, credit card or account number to set up a username and password in the mobile app. Once you've registered, you can sign in with your username and password or Touch ID. Download the Scotiabank Mobile App at Apple's App Store®¹ or Google Play™.

Mobile wallets

You can use eligible Scotiabank debit and credit cards or prepaid cards to pay almost anywhere you would use your debit card. We offer:

- › **Apple Pay** Add your Scotiabank debit, credit or prepaid cards to the iOS Wallet app available in the App Store. Find details at www.scotiabank.com/applepay.
- › **Google Pay** Download Android Pay from Google Play. Find details at www.scotiabank.com/androidpay.
- › **Samsung Pay** Download Samsung Pay wallet from your Play or Galaxy Store. Find details at www.scotiabank.com/samsungpay.

Browser banking***

If you prefer to access your accounts from the internet rather than an app, you can use your internet browser by going to www.mobilebanking.scotiabank.com.

*** Mobile banking capability requires an Internet-enabled mobile device. Your wireless carrier's standard text messaging and data charges apply, under your service plan with your carrier.

¹ Trademarks of Apple Inc., registered in the U.S. and other countries.

™ Google Play is a trademark of Google Inc. Use of this trademark is subject to Google Permissions.

Scotia® InfoAlerts

Scotia InfoAlerts can notify you about balances, transactions, credit limits or other details from your Scotiabank account using in-app push notifications, email, or text messages. Choose from over 20 alerts. To learn more about registering, visit www.scotiabank.com/infoalerts.

- › InfoAlerts are free from Scotiabank.
- › You are responsible for the fees your mobile service provider and internet service provider charge to use this service.

Interac† e-Transfers

You can send and request money with *Interac†* e-Transfer to anyone with a Canadian bank account*** using their email address. You can also register your e-mail address and bank account for Auto-Deposit. With Autodeposit every *Interac†* e-Transfer sent to you is automatically deposited to your account. Visit www.scotiabank.com to learn more.

Service fees

- › \$1.00 per transfer (two free transfers per month on some accounts).**
- › Each transaction counts as one of your monthly transactions in your account plan. All regular account fees apply.
- › Free with the Student Banking Advantage Plan.

** Only the first two *Interac†* e-Transfers you make each month through Scotia Online or Scotiabank Mobile (using your Android* phone, or iPhone or iPad mobile devices) are free. You cannot carry unused free *Interac†* e-Transfers to later months.

*** Service fees and regular debit service fees apply. To receive an e-Transfer immediately, the recipient must bank online with a bank that offers the service. Otherwise, their account must be with a Payments Canada member financial institution, and the payment may be delayed and include a service fee.

Using Automated Banking Machines (ABMs)

Scotiabank ABMs

You can use your *ScotiaCard* at nearly 3,600 Scotiabank ABMs across Canada, including at 7-Eleven, Couche-Tard and Quickie convenience stores, as well as Cineplex Theatres and offsite merchants**.

Multilingual options

Scotiabank Branch ABM locations have services in English, French, simplified and traditional Chinese, and Spanish. ABMs in 7-Elevens also have audio in English and French.

Cashback feature

When you deposit cheques or cash at a Scotiabank ABM, you can withdraw money immediately up to a pre-authorized limit. Some features include:

- › no holds on cheques
- › no holds on cash deposited at our envelope-free ABMs
- › no additional charge to you

Cashback must be set up on your ScotiaCard banking card at a branch or by calling 1-800-4SCOTIA (1-800-472-6842).

Withdrawing cash from ABMs around the world

You can withdraw cash, without access fees, from ABMs around the world from banks that belong to the Global ATM Alliance. Current members include Bank of America in the United States, BNP Paribas in France, Barclays in the United Kingdom, Deutsche Bank in Germany, and Westpac in Australia, but these may change without notice. Check www.scotiabank.com for an up-to-date list before you travel.

Using Non-Scotiabank ABMs (*Interac*[†], *Visa*^{*} or *PLUS*^{*} systems)

The fees for cash withdrawals at non-Scotiabank ABMs from a Day-to-Day bank account (chequing or savings) using a *ScotiaCard* are:

<i>Interac</i> [†] in Canada only	\$1.50 ¹
<i>Visa</i> [*] or <i>PLUS</i> [*] in US only	\$3.00 ¹
<i>Visa</i> [*] or <i>PLUS</i> [*] outside Canada and US	\$5.00 ¹

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

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

TeleScotia[®] telephone banking service

TeleScotia telephone banking is available toll-free in North America at the numbers below. Call and follow the prompts to register. You can log in using your *ScotiaCard* number and a PIN that you choose. Representatives are available to help with transactions 24 hours a day, 7 days a week.

1-800-267-1234 (English)

1-800-575-1212 (French)

ScotiaCard with *Visa*^{*}Debit

You can use a *ScotiaCard* with *Visa* Debit to shop online, by mail, or telephone anywhere that shows the *Visa* or *Visa* Debit symbol (*VISA*^{*}) on the online checkout page. You can also look for the symbol when you are shopping in the US and internationally. There are no additional transaction fees for using *Visa* Debit. Visit www.scotiabank.com/visadebit to learn more.

Note: *Visa* Debit transactions default to the bank account you preselected on your *ScotiaCard*.

Service fees

Each *Visa* Debit transaction counts as one of your monthly transactions in your account plan. All regular account fees apply.

Note: *Interac*[†] e-Transfer is free for the Student Banking Advantage Plan.

Using your ScotiaCard with *Visa* Debit to get cash

You can request a cash withdrawal from another financial institution using your *ScotiaCard* with *Visa* Debit (if the financial institution offers that service) in or outside of Canada. The money will be withdrawn directly from the chequing account you use for *Interac*[†] purchases.

Service fees

- › \$5.00 per transaction.
- › Each transaction counts as one of your monthly transactions in your account plan. All regular account fees apply.

Using your ScotiaCard with *Visa* Debit for Foreign Debit Transactions

You can use your *ScotiaCard with Visa Debit* to make debit transactions at designated Direct Payment terminals outside of Canada and Card Not Present transactions at authorized merchants located outside of Canada. These transactions are subject to a foreign currency transaction fee that is calculated based on a 2.5% increase to the exchange rate and is included in the converted Canadian dollar amount of the transaction

- › each transaction counts as one of your monthly transactions in your account plan. All regular account fees apply

Western Union

You can send money to family or friends in over 200 countries and territories using Western Union at a branch, through Scotia OnLine or Scotiabank Mobile Banking. The fee is \$9* + 1% of the amount you are sending for transfers under \$1000. The funds arrive at one of Western Union's 500,000 locations for your friend or family member to pick up. You need a Scotiabank Day-to-Day bank account to make a Western Union Money Transfer[®] transaction.

Protect yourself from fraud when you send money overseas

Use Western Union to send money to friends and family. *Never* send money to someone you have not met in person. Scammers sometimes encourage people to transfer money. Do not transfer money to anyone for:

- › an emergency situation that you haven't confirmed
- › an online purchase
- › a credit card or loan fee
- › claiming lottery or prize winnings

- › anti-virus protection
- › a deposit or payment on a rental property
- › a mystery shopping assignment
- › a job opportunity
- › a charity donation
- › paying taxes
- › resolving an immigration matter

A Western Union transfer goes through quite quickly. After the money is paid, Western Union may not be able to give you a refund even if you are a victim of fraud, except under limited circumstances. If you believe that you are a victim of fraud, call the Western Union Fraud Hotline at 1-800-448-1492. Or visit <https://www.westernunion.com/ca/en/fraudawareness/fraud-home.html>

* Western Union makes money from currency exchange as well as its fees. When you choose a company to send money overseas, compare their transfer fees and exchange rates. When you set up a transfer through Scotiabank Mobile Banking, the transfer fee is \$9 plus 1% of amount you send for amounts less than \$1,000 sent person to person, not between businesses. Fees may change without notice.

Scotiabank is an authorized agent facilitating Western Union Money Transfer services. The Scotiabank name and logo are registered and owned by The Bank of Nova Scotia.

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Features – At a Glance	Scotia OnLine	Mobile Banking (D2D and Small Business Accounts)	ABM*	TeleScotia
Withdraw cash			✓	
Make deposits		✓	✓	
Change your PIN			✓	
Create or Reset your Scotia Online/ Mobile banking password	✓	✓		
Check account balances	✓	✓	✓	✓
Re-order cheques	✓		✓	✓
24 months of account history	✓	✓		
Obtain a payment history of last 10 bills paid	✓	✓	✓ service charge \$0.75 applies	✓

Features – At a Glance	Scotia OnLine	Mobile Banking (D2D and Small Business Accounts)	ABM*	TeleScotia
Obtain a mini- statement			✓ service charge \$0.75 applies	
View electronic images of cheques	✓ Paperless option: Free Basic Banking Account & Student Account: Free All other options: \$1.50 fee	✓ Paperless option: Free Basic Banking Account & Student Account: Free All other options: \$1.50 fee		
Update your passbook			✓	
Bill payments	✓	✓	✓	✓
View bills	✓	✓	✓ Bill Payment List only	
Add/edit payees	✓	✓		✓
Transfer funds between accounts	✓	✓	✓	✓
Send and receive <i>Interac</i> ¹ e-Transfers (add/edit recipients)	✓	✓		
Send Western Union [®] ** Money Transfers	✓	✓		
Purchase Scotia GICs & Scotia Mutual Funds	✓			
Apply for a mortgage	✓			
Make mortgage payments	✓	✓		✓
Check mortgage balances	✓	✓	✓	✓

Features – At a Glance	Scotia OnLine	Mobile Banking (D2D and Small Business Accounts)	ABM*	TeleScotia
Apply for Scotiabank credit card, line of credit or limit increase	✓	✓		
View investment account details/ Summary	✓	✓	✓	
Set up <i>Scotia</i> InfoAlerts (standard wireless carrier charges apply)	✓	✓		
Register for Mobile Banking	✓	✓		
Set up Travel Notifications for your credit cards	✓	✓		
Download Quicken [§] , QuickBooks, Microsoft Money** & Simply Accounting***	✓			
No access fees ^{†*}	✓	✓ Standard wireless carrier charges apply.	✓	✓
No fee for transactions covered in monthly account fee	✓	✓	✓	✓

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

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

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

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

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

†* If you have additional debit transactions not covered by your monthly fee, your individual account plan lists the fee you pay.

Part 11 Powers of Attorney

What a Power of Attorney document is

A Power of Attorney is a legal document that appoints someone else (or more than one person) to manage your money and property for you when you can't, for example if you are out of the country or medically unable to. In most of Canada, that person is called an "attorney" but the person does not have to be a lawyer.

To set up Power of Attorney (POA) with us

We can set up a standard Power of Attorney that will cover transactions with Scotiabank. You don't need to use our form, but if you do, ensure the Scotiabank POA form does not conflict with any other Power of Attorney form you have signed. You may want to get legal advice before signing a Power of Attorney form.

We require two current, original pieces of ID from you if you're appointing the attorney, and we require an example of the attorney's signature. If you have an existing Power of Attorney form, we need to see the original or an original notarized copy.

Using a Power of Attorney form to do banking

We need to review the Power of Attorney form before we can let an attorney do transactions for you. If the form has complex or missing information, it may take longer to review. We let you or your attorney know the outcome of our review as quickly as possible.

More information on Powers of Attorney

See the Government of Canada website: <http://www.seniors.gc.ca/eng/working/fptf/attorney.shtml>

What every older Canadian should know about Powers of Attorney (for financial matters and property) and Joint Bank Accounts.

Part 12 Resolving Your Complaint

This section explains who to contact first and what steps to take if you have a complaint.

Step One

**Talk to us at a branch or our customer contact centre
1800-4SCOTIA or 1-800-472-6842.**

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

Step Two

Contact the Office of the President

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

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

Step Three

Contact Scotiabank's Ombudsman

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

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

If we haven't been able to resolve your complaint

1. You may contact an External Complaints Body for banking complaints, the ADR Chambers Banking Ombudsman (ADRBO)

ADRBO has been appointed to undertake an impartial review of unresolved banking complaints. If you are not satisfied with our Ombudsman's response, you can refer your complaint to the ADRBO. While we would expect to resolve your complaint within 90 days, if our best efforts have been unable to provide a resolution in that time, you may refer your complaint to the ADRBO.

Email	contact@bankingombuds.ca
Mail	ADR Chambers Banking Ombudsman P.O. Box 1006 31 Adelaide St. E. Toronto, Ontario M5C 2K4
Telephone	1-800-941-3655
Fax	1-877-803-5127

2. You may contact the Financial Consumer Agency of Canada (FCAC)

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

Mail	Financial Consumer Agency of Canada 427 Laurier Avenue West, 6th Floor Ottawa, Ontario K1R 1B9
Telephone	English: 1-866-461-3222 French: 1-866-461-2232
Website	www.fcac-acfc.gc.ca
Fax	1-866-814-2224 / 1-613-941-1436

Codes of conduct and public commitments

Scotiabank is committed to a number of voluntary codes of conduct and public commitments designed to protect consumer interests, such as those listed below.

Copies of the full text of the codes and commitments are available on the Scotiabank website at www.scotiabank.com

Borrowing

Credit Cards

- › **VISA Zero Liability Policy**
- › **MasterCard Zero Liability Policy**
- › **American Express Fraud Protection Guarantee Overview**

A commitment that consumers will pay nothing for certain fraudulent credit card transactions.

- › **VISA E-Promise**

A commitment to assist consumers in getting their money back for unsatisfactory purchases made online, by phone or by mail.

Mortgages

- › **Commitment to Provide Information on Mortgage Security**

A commitment to explain the differences between Collateral and Conventional

- › **Plain Language Mortgage Documents - CBA Commitment**

A commitment to ensure the readability of residential mortgage documents.

- › **Code of Conduct for Federally Regulated Financial Institutions - Mortgage Prepayment Information**

A Code of Conduct that outlines the type of information customers will receive to help them make an informed decision about mortgage prepayment.

Day-to-Day Banking

- › **Canadian Code of Practice for Consumer Debit Card Services**

Industry and consumer practices and responsibilities related to the use of debit cards in Canada.

- › **Interac Zero Liability Policy**

A commitment to protect consumers against unauthorized transactions.

- › **Low-Fee Retail Deposit Account Memorandum of Understanding**

A commitment to provide a standard low-fee account to consumers.

- › **Commitment on Modification or Replacement of Existing Products or Services**

A commitment to provide consumers with assurances related to the modification or replacement of existing products and services.

- › **Commitment on Powers of Attorney and Joint Deposit Accounts**

What you need to know about “Power of Attorney” & “Joint Deposit Account”

Investing

- › **Guidelines for Transfers of Registered Plans**

Industry standards for the transfer of deposit type registered savings plans between financial institutions.

- › **Undertaking - Principal Protected Notes Regulations**

A commitment to provide cancellation rights to consumers who purchase principal protected notes by electronic means or by telephone.

Online Services

- › **Online Payments**

Industry and consumer practices and responsibilities related to the use of Interac Online.

- › **Principles of Consumer Protection for Electronic Commerce: A Canadian Framework**

A guide to protecting consumers in online transactions.

Protection

- › **CBA Code of Conduct for Authorized Insurance Activities**

Industry standards for bank representatives offering credit, travel and personal accident insurance products in Canada.

Small Business

- › **Model Code of Conduct for Bank Relations with Small- and Medium-Sized Businesses**

Industry standards for bank dealings with small- and medium-sized businesses.

Other

- › **Code of Conduct for the Credit and Debit Card Industry in Canada**

Part 13 *ScotiaCard*[®] Cardholder Agreement

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

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

Definitions You Need to Know

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

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

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

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

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

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

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

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

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

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

Delayed Authorization Point-of-Service Debit (Delayed Authorization POS) - means a transaction made using your *ScotiaCard* at a delayed authorization point of sale terminal which results in a debit being processed to your account at a later time.

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

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

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

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

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

Mobile Banking^{†††} means the Scotiabank mobile banking application downloaded to your Mobile Device or www.scotiabank.com through the Internet browser on your Mobile Device.

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

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

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

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

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

ScotiaCard also means the unique card number itself.

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

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

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

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

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

Security of Your *ScotiaCard* and Electronic Signature

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

- › keeping the *ScotiaCard* in your possession;
- › keeping the *ScotiaCard* in a safe place and not letting anyone else use it;
- › keeping the *ScotiaCard* in your sight, and taking the *ScotiaCard* and transaction record (when applicable), once a transaction at a Direct Payment Terminal or ABM is complete;
- › keeping your Electronic Signature confidential and memorizing it or, if you must write it down, keep it separate from your *ScotiaCard* at all times such that they cannot be used together;
- › selecting an Electronic Signature that cannot be easily guessed;
- › not using an Electronic Signature that is a combination selected from your name, date of birth, telephone number(s), bank account number(s), address or social insurance number;

- › taking all reasonable precautions to ensure that no one else sees or learns of your Electronic Signature when using the Automated Banking Services;
- › always signing out or logging out of an Online Banking or Mobile Banking session using the applicable sign out or log out function;
- › not leaving your computer or Mobile Device unattended while signed in to Online Banking or Mobile Banking;
- › not voluntarily disclosing your Electronic Signature to anyone else at any time, including any family member, friend, law enforcement agency, or financial institution employee;
- › not consenting to or allowing someone else to forge your Written Signature;
- › not storing your Electronic Signatures on your computer or Mobile Device; and
- › not using third party password generators.

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

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

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

You will notify us immediately if:

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

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

In addition to notifying us, you should change your Electronic Signature. For example your PIN may be changed at the nearest Scotiabank branch or at our Scotiabank ABMs that allow you to make a

PIN change. Online Banking and Mobile Banking passwords or passcodes can be changed by using the applicable reset password or reset passcode function.

Expiry Date

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

Automated Banking Services

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

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

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

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

You authorize Scotiabank to accept your instructions given through the Automated Banking Services as if you had given the instructions to us signed and in writing. For certain purposes, when dealing with your investment Accounts, we may restrict access to some of your other Account options.

Branch Access to Accounts

You can access your designated Accounts by presenting your *ScotiaCard* together with your Electronic Signature, your passbook, your personalized Scotiabank cheque, or such other identification as we reasonably require, at any Scotiabank branch within Canada. If you do

not have a *ScotiaCard*, you will need sufficient identification to enable the branch to verify your identity and your home branch may need to be contacted to facilitate the transaction.

Inactive Accounts

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

Transaction Charges & Fees

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

- › a transaction charge at the prevailing rate (as determined by us from time to time) for each transaction for which your *ScotiaCard* has been used through the Automated Banking Services. A notice of the charges and fees is provided in this booklet and, for business Accounts, in the document called “Your Guide to Fees and Interest Schedules” provided with the Business Banking Services Agreement;
- › the transaction charges or service fees imposed by other financial institutions (inside or outside Canada) for each transaction conducted through their ABMs or Direct Payment Terminals in which your *ScotiaCard* has been used. You should contact other financial institutions for information on their transaction fees or service fees they charge for using their ABMs.

Transaction Limits

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

- › Limits for ABM cash withdrawals or cash disbursements from your bank Accounts and advances from your credit card Accounts, by using your *ScotiaCard* are as indicated on your *ScotiaCard* Banking Access Enrollment/Maintenance Form;
- › Direct Payment limits and the Cashback limit are as indicated on your *ScotiaCard* Banking Access Enrollment/Maintenance Form.
- › ABM Deposit Limits
 - › \$99,999 per transaction
- › ABM transfer and ABM bill payment limits
 - › \$100,000 and \$49,999 per day respectively
- › Online Banking, Mobile Banking, *TeleScotia* Telephone Banking transfers
 - › \$100,000 limit for transactions between Accounts in the same currency.

- › \$10,000 CAD daily limit for cross-currency transfers (currently unavailable on mobile banking).
- › Online Banking, Mobile Banking, *TeleScotia* Telephone Banking bill payments
 - › \$49,999 per transaction
- › *Interac*⁺ Flash
 - › up to \$100 per transaction at authorized merchants.
- › Electronic Transfer Limit
 - › as indicated on your *ScotiaCard* Banking Access Enrollment/Maintenance Form.
- › Online Purchase Limit (includes Card Not Present Transactions, Visa Debit online transactions and *Interac*⁺ Online transactions)
 - › as indicated on your *ScotiaCard* Banking Access Enrollment/Maintenance Form.

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

Transaction Records/Confirmation Numbers

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

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

Interac⁺ Flash - Description

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

Note: If your *ScotiaCard* was issued before March 2013, your maximum purchase limit is \$50 at most merchants and \$100 at gas stations. Should you exceed the maximum amount at any merchant, you will be

prompted for your PIN in order to complete the transaction. *Interac*⁺ Flash Transactions are only for the payment of goods and services – “cashback” transactions are not permitted.

Interac⁺ Flash - Enabling and Opting Out

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

You must have a pre-selected chequing Account linked to your *ScotiaCard* for *Interac*⁺ Flash to be enabled. Your *Interac*⁺ Flash settings will be automatically transferred to your replacement card.

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

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

Visa Debit

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

Liability

1. Your Liability

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

- a) You are responsible for all debts, withdrawals, deposits, transactions, advances, other Account activity and losses resulting from:
 - › all authorized transactions which means transactions in which the *ScotiaCard* was used by you or by persons to whom you have made your *ScotiaCard* available or who received possession of your *ScotiaCard* with your consent;
 - › all authorized transactions made using your *ScotiaCard* at a delayed authorized point of sale terminal which results in a debit being processed to your account at a later time;
 - › any error or fraudulent use of the *ScotiaCard* by you, or authorized by you, including any errors or fraudulent or worthless deposit or other transaction using the Automated Banking Services;

- › failing to comply with your obligations to protect your *ScotiaCard* and Electronic Signature as described in the section above entitled “Security of Your *ScotiaCard* and Electronic Signature” or if you did not otherwise take reasonable steps that could have prevented the loss;
 - › failing to notify us immediately if you become aware that your *ScotiaCard* or Electronic Signature has been lost, stolen or compromised (as described in section entitled “Lost, Stolen or Compromised *ScotiaCard* or Electronic Signature” above);
 - › any other unauthorized use of the *ScotiaCard* to which you have contributed and is not otherwise exempted under a provision of this Agreement; and
 - › any other failure by you to comply with the terms of this Agreement.
- b) You are not liable for losses resulting from:
- › technical problems and other system malfunctions;
 - › errors, fraud or negligence caused by us;
 - › unauthorized transactions after the *ScotiaCard* has been reported to us as lost, stolen or compromised;
 - › unauthorized transactions after the *ScotiaCard* is cancelled or expired;
 - › unauthorized transactions, where you have unintentionally contributed to such use, provided that you notify us immediately upon becoming aware of the transaction and fully co-operate in any subsequent investigation (the word “unintentionally” in this clause excludes any non-compliance with your obligations under the “Security of Your *ScotiaCard* and Electronic Signature” section of this Agreement); and
 - › transactions using your *ScotiaCard* where it can be shown that you have been the victim of fraud, theft, trickery, force or intimidation provided that you notify us promptly of the incident, fully cooperate in any subsequent investigation and provided that you have not contributed to the loss.
- c) Your liability will not exceed the established transaction limits (including daily and weekly limits) for the applicable Automated Banking Services, however your liability may exceed the actual or available funds in an Account. This may occur, for example, if an Account has a line of credit or overdraft protection or is linked with another Account or multiple other Accounts (for example another banking Account or a credit Account).
- d) Where you are liable for the transactions on your Account(s) pursuant to the terms and conditions described in this “Your Liability” section, you understand that this liability is in addition to

any liability for those transactions that you have under any credit agreements (including the Revolving Credit Agreement) and other banking agreements that apply to your Accounts.

2. Our Liability

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

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

ALSO, WE ARE NOT RESPONSIBLE FOR YOUR ACTS OR OMISSIONS OR THOSE OF ANY THIRD PARTY. FURTHERMORE, THE BANK SHALL IN NO WAY BE LIABLE FOR ANY ACCIDENT, ACT OF AGGRESSION, THEFT, LOSS OR DAMAGE YOU MAY SUFFER WHILE USING AUTOMATED BANKING SERVICES OR OTHER SERVICES, WHETHER YOU ARE ON BANK OR OTHER PREMISES. TO THE EXTENT THAT WE MAY BE LIABLE TO YOU, WE WILL ONLY BE LIABLE FOR DIRECT DAMAGES. TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT WILL WE BE LIABLE TO YOU FOR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS, LOST OR DAMAGED OR CORRUPTED DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES ARISING OUT OF OR RELATED TO YOUR USE OF ANY SERVICE, HOWEVER CAUSED AND REGARDLESS OF THE BASIS OF THE CAUSE OF ACTION INCLUDING, BUT NOT LIMITED TO, CONTRACT OR TORT (INCLUDING NEGLIGENCE, STATUTE OR ANY OTHER CAUSE OF ACTION) AND EVEN IF YOU HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR LIABILITY IS SUBJECT TO THE LIMITATIONS SET FORTH IN THIS SECTION AND IN ANY OTHER SECTION OF THIS AGREEMENT.

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

No Warranties

Neither the Bank, nor any access service provider nor any other information technology service provider, makes any express or implied warranties concerning the Automated Banking Services including, but

not limited to, any warranties of merchantability, fitness for a particular purpose or non-infringement of any third party proprietary rights unless disclaiming such warranties is prohibited by law.

Accepting Our Records

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

Posting of Transactions, Cancelling Transactions and Updating Bill Payment Information

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

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

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

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

We are not responsible for the processing of or any of the posting procedures or practices of your designated Bill Payment Companies and we are not responsible if they charge you late fees or interest penalties. When you make a bill payment at one of our ABMs, branches, through the Automated Banking Services, you are responsible for ensuring that the Bill Payment Company (including account numbers and payee

names) required by us to complete your payment instructions to that Bill Payment Company is accurate at all times. We may, without notice to you, update your bill payment profile information if we are advised of a change by the Bill Payment Company.

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

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

You acknowledge that once you have confirmed the details of a payment or transfer, you may not revoke or stop the payment or the transfer unless it is a post-dated payment or transfer you have set up in Online Banking, Mobile Banking or *TeleScotia* Telephone Banking. Such postdated payments and transfers can be cancelled directly through Online Banking until 6 p.m. Eastern Standard Time on the day they are scheduled to take place. You can also request cancellation of a postdated payment or transfer by speaking directly with one of our Customer Service representatives at the latest one (1) Business Day before the scheduled payment or transfer date. You are responsible for notifying us of any changes to billing Account information. Where a store, retailer or merchant becomes liable to make any refund to you, we will credit the designated Account with the refunded amount only upon our receipt of a properly issued credit voucher or other appropriate verification or authorization of the refund from the store, retailer or merchant.

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

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

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

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

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

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

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

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

- › Foreign currency transactions on your bank Accounts using your *ScotiaCard*, including Visa Debit transactions, are subject to a fee that is disclosed in the “Self Service Banking” section page 45;
- › Foreign currency transactions on your Scotiabank Visa card Accounts, or Scotiabank American Express card Accounts, by using your *ScotiaCard* will be subject to the foreign currency transaction provisions of the Revolving Credit Agreement.

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

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

Changing Designated Accounts

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

Changing or Cancelling Banking Services

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

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

Adding or Changing the Terms of this Agreement

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

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

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

Resolving Disputes

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

purpose for which the payment is made has been fulfilled by the Bill Payment Company as a condition of honouring your payment request on your Account.

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

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

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

Other Agreements, Fees and Charges

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

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

In Quebec

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

Customer Service

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

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

For more information about Automated Banking Services, fees or rates you can also visit us online at www.scotiabank.com

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



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

Part 14 Scotia Rewards® Program – Terms & Conditions for Passport ScotiaCard

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

Other Definitions that you should know:

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

Program Site: The website where you can access the Program (currently located at www.scotiarewards.com).

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

A. Participation Requirements and Use of Personal Information

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

Preferred Package, *Ultimate Package*, Basic Banking Account, Basic Plus Bank Account, *Student Banking Advantage*® Plan, *Getting There Savings Account for Youth*.

Excludes: any account requiring multiple signatures.

To earn *Scotia Rewards* points using your Card, it must be connected to your Account(s).

The Program is offered at no extra cost and with no additional application or enrollment requirements.

As a *Scotia Rewards* Cardmember, you can receive communications with updates and special offers related to the Program by signing up at the Program Site or by other methods that we make available from time to time. As a customer of Scotiabank and a *Scotia Rewards* Cardmember, the Scotiabank Privacy Agreement protects your privacy and your personal information (provided in the Day to Day Companion Booklet).

B. Earning *Scotia Rewards* Points

1. General

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

Scotia Rewards points you earn will be added to your *Scotia Rewards* Account within 2-3 business days after the purchase transaction has been posted to the Program Card Account. In the event of a return and/or exchange for which *Scotia Rewards* points were allocated, *Scotia Rewards* points will be deducted automatically from the *Scotia Rewards* Account. Your *Scotia Rewards* points balance will be reduced by the equivalent number of *Scotia Rewards* points issued for the returned or exchanged items on the original transaction. *Scotia Rewards* points will not be added to a *Scotia Rewards* Account that is not open at the time of posting.

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

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

3. Checking your Points Balance

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

C. Transferring Points

1. When Points can be Transferred

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

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

D. Non-Travel Rewards

1. General

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

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

2. Gift Cards

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

3. Other Terms

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

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

1. Booking Travel

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

- i. Sign on to the *Scotia Rewards* Program Site to book your purchase online; or
- ii. Call the *Scotia Rewards* Travel Service at 1-800-665-2582 and speak with a Travel Consultant.

Remember: If you book travel by phone, a booking fee will be charged by the *Scotia Rewards* Travel Service (disclosed to you at the time of booking or by visiting the Program Site) for that travel purchase. This fee can be paid with points, or with a *Scotia Rewards* Credit Card. Booking fee is subject to change.

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

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

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

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

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

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

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

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

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

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

F. Post Purchase Travel Redemption

You can purchase eligible travel or related travel expenses at a travel provider other than the *Scotia Rewards* Travel Service (e.g., other travel agencies, tour operators and online travel websites) (the "Other Travel Suppliers"). These types of purchases at Other Travel Suppliers are called "Post Purchase Travel Redemptions" (also referred to as "Apply Points to Travel").

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

The Post Purchase Travel Redemption must be debited to your Program Card Account and recognized by our systems with the Merchant Category Codes or identifiers: airlines & air carriers; airports, flying fields,

and airport terminals; lodgings, hotels, motels and resorts; trailer parks and campgrounds; passenger railways; bus lines; steamship and cruise lines; travel agencies and tour operators; automobile rental agency; motor home and recreational vehicle rentals. These Merchant codes/ identifiers and categories are subject to change.

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

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

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

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

G. Redeem Points for Cash

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

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

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

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

H. Points Status when Switching Cards

If you switch your Program Card to another type of debit card, you can

- (i) transfer your points to the *Scotia Rewards* Account associated with your Scotiabank credit card, as long as both Accounts are in good standing, or
- (ii) redeem any unused *Scotia Rewards* points, subject to the conditions set out in Section I below.

I. Closed Program Card Accounts

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

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

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

J. Cancelled, Lost or Stolen Program Cards

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

K. Changes to this Program

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

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

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

L. Disclaimers

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

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

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

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

Scotiabank and its Program Providers do not make any warranties or representations with respect to the quality or fitness for use of any rewards, including the nature or quality of any of the travel rewards. For further details about the *Scotia Rewards* Program, visit www.scotiarewards.com.

[®] Registered trademarks of The Bank of Nova Scotia.

[Ⓟ] Maximum points that can be earned per transaction is 300. Maximum daily points that can be earned is 600.

[™] Trademark of The Bank of Nova Scotia.

All brand names are the property of their respective owners.

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

Part 15 Scotiabank Privacy Agreement

Scotiabank recognizes the importance of your personal information and we never take for granted the trust that you - as a customer or a business partner - have placed in us to protect that information.

Scotiabank values transparency. With this Privacy Agreement, along with our Digital Privacy and Interest-Based Advertising Policy, we are striving to provide you with a good understanding of why we collect and use your personal information, how your information is shared, retained and protected, and how you can exercise your personal choices. We will also explain how you can find out what personal information we hold about you. When you apply or sign-up for a product or service that requires further explanation about how we use your personal information, we will explain that to you.

Please refer to the Privacy Agreement posted on our website at www.scotiabank.com for the most up-to-date information about our privacy practices.

Some of our affiliates and subsidiaries have their own privacy policies, but where that is not the case, this Privacy Agreement and our Digital Privacy and Interest-Based Advertising Policy apply to The Bank of Nova Scotia and the current and newly acquired members of the Scotiabank group of companies or any Scotiabank programs in Canada (“Scotiabank” or “we” or “us”).

Our privacy framework

We have established a privacy framework that sets out the structure and accountability for the secure and respectful treatment of personal information. Our privacy framework is overseen by a dedicated Privacy Office, led by our Chief Privacy Officer.

You can contact our Chief Privacy Officer using the contact information at the end of this Privacy Agreement.

What is personal information?

Personal information is information that identifies you or can be used to identify you. Examples of personal information include: first and last name, mother’s maiden name, mailing address, telephone number (including mobile), email address, date of birth, social insurance number (SIN), government-issued identification, credit history, information about your employment and education, annual income, assets and liabilities and financial transactions.

Why we collect and use personal information

We collect and use personal information to establish and manage our banking relationship with you, provide you with personalized products and services, manage our business, and comply with legal and regulatory requirements. We will give you some examples to explain each one of these purposes.

To establish and manage our banking relationship

We collect and use personal information to establish and maintain our relationship and provide you with the products and services you have requested.

- › **We need to confirm who you are and verify the information you have provided to us:** We will ask for your name, address, telephone numbers (including mobile), email address, and date of birth, and may ask for other forms of identification such as a valid driver’s license, passport or a recent utility bill. We may also ask for certain biometric information, like a fingerprint or a voiceprint to securely verify your identity. We may ask you for your SIN to confirm your identity and ensure we obtain accurate information from credit reporting agencies. Providing your SIN for these identity verification purposes is optional. To withdraw your consent for the use of your SIN for identity verification purposes, you may contact us under *“How to refuse or withdraw your consent”* as set out below. For corporate clients, we need to collect the signing officers’ names and other personal details.
- › **We need to assess your eligibility and suitability for our products and services:** When you apply for a product like a bank account, credit card, line of credit, mortgage, automotive financing or investment product, or agree to act as a guarantor, we may ask about your credit and payment history, education, employment, annual income, assets and liabilities. We may need information about how you intend to use the product or service and the source of any incoming funds or assets or the source of any down payment.
- › **We need to communicate with you:** We may communicate with you by phone, fax, mail, email, SMS text message or other electronic means to provide you with information related to the products and services you hold with us, or to collect on a debt owed to us. You can also choose to sign-up to receive alerts (including push notifications) regarding your account.
- › **We may need information about related parties to establish and manage our banking relationship with you:** In some circumstances, we may need information about your spouse, legal guardian, beneficiaries or personal representatives.

- › **We may need certain credit-related information:** We obtain credit and other information about you from credit reporting agencies on an on-going basis. We use this information to assess your application, verify your identity and your current and ongoing creditworthiness, update our records, help us to determine your eligibility for other products and services (such as pre-approved credit products, credit limit increases and balance transfer offers), to manage and assess our risks and to help us help you manage your credit responsibly. Your consent is effective for as long as you have the product or service with Scotiabank. The information we obtain from credit reporting agencies may include the types and amounts of credit advanced to you, payment histories, collection actions, legal proceedings, previous bankruptcies and other information reported by your creditors.

We obtain your credit information from the following credit reporting agencies, and you can contact them to obtain a copy of your credit report:

- › Equifax: <http://www.equifax.ca>
- › TransUnion: <http://www.transunion.ca>

- › **We may need additional information for insurance services:** When you apply for or accept insurance offered by us (such as mortgage, line of credit, credit card, or loan protection, life or travel insurance), we collect additional personal information. We and our insurance providers require this personal information to assess insurance risk and to establish and administer the insurance coverage, including the assessment of claims. For certain insurance products and services, we may ask for some health information.

To provide you with personalized products and services

We collect and use personal information to provide you with personalized products and services and information about products and services that may be of interest to you.

- › **We collect and use information to personalize your experience with us, including:** to better understand your needs and preferences including through data analytics; to personalize your experience on our websites and mobile applications; to provide you with tailored communications and offers.
- › **We collect and use information to provide you with marketing communications:** We may contact you by phone, fax, mail, email, SMS text message or other electronic means about new products and services, offers, events and promotions. Our communications may be tailored based on information that we have about you. If you do not wish to receive these communications, you can withdraw your consent at any time by following the instructions under *“How to update your marketing choices”* below.

If you sign-up to receive electronic messages (such as emails and SMS text messages) from the Scotiabank group of companies, we will each send you communications about our products and services, offers, events, and other valuable information. We may also send you information about the products and services of Scotiabank’s trusted partners that may be of interest to you.

We may also use services provided by third-party platforms (such as social networking and other websites) to serve relevant Scotiabank advertisements on such platforms to you and others. We may provide a de-identified version of your email address to the platform provider for such purposes. To opt-out of the use of your information for these purposes, you can unsubscribe from receiving email marketing communications by following the instructions under *“How to update your marketing choices”* below.

- › **We collect and use information when you participate in a contest, survey, or promotion:** If you participate in a contest, survey or promotion, we may collect your name, address, phone number, email address, and other information or responses you provide. We use this information to administer your participation in the contest or promotion and as otherwise described to you when you enter. The information obtained through our surveys is used in an aggregated form. We use this information to help us understand our clients and to improve our products and services. If a contest or promotion is administered by a third party (such as a loyalty program partner), we may share information with the third party as described to you at the time of entry into the contest or promotion.

To manage our business

We collect and use personal information to operate and manage our business and business relationships.

- › **We collect and use information to prevent and detect fraud and criminal activity and secure our premises:** We may ask you for any additional information required to investigate matters, settle any claim or report a matter to the appropriate authorities. We also conduct video surveillance in and around branches, bank machines and other locations for the purpose of safeguarding our customers and employees and protecting against theft, fraud and vandalism.
- › **We collect and use information when you contact us:** We record telephone calls for training and quality assurance purposes. We will tell you when we are recording a call.
- › **We collect and use information to collect debts, enforce obligations and to manage and assess risk.**

- › **We collect and use information to manage our business relationships:** For example, we collect personal information from employees or other representatives of our suppliers and contractors that is necessary for them to do business with us.
- › **We use and analyze the information we collect to better understand our clients, improve our products and services, and to prevent and detect fraud.**

To comply with legal and regulatory requirements

We are required to collect and use personal information to meet legal and regulatory requirements.

- › We collect and use personal information that may be required for anti-money laundering and “know your client” requirements and other applicable legal or regulatory requirements.
- › We also need to collect, use and disclose your SIN for income tax reporting purposes and to fulfil other regulatory requirements, as required by law.

Why we share your personal information

Scotiabank may share your personal information with third parties for the purposes described below.

- › **We may share information with members of the Scotiabank Group of companies:** We may share personal information with members of the Scotiabank group of companies who provide operational, administrative and support services on our behalf, to meet legal and regulatory obligations, for fraud prevention purposes, and to perform analytics.

Members of the Scotiabank group of companies may be located outside of Canada and may access and process your personal information from the United States or other jurisdictions. For a list of Scotiabank’s principal affiliates and subsidiaries enterprise-wide, please refer to the most recent Scotiabank Annual Report located on our website.

- › We may share your personal information with other members of the Scotiabank group of companies (for a list refer to the Scotiabank website) so that they may contact you for the purposes of marketing, including telemarketing, or to help you manage your credit responsibly. You can withdraw your consent to the disclosure of your personal information to other Scotiabank companies for marketing at any time. See “*How to update your marketing choices*” for more information.
- › **We may share information with our service providers:** We may use third party service providers to process or handle personal information on our behalf. Our service providers assist us with various services such as printing, postal and electronic mail

distribution, marketing (including by telephone and electronic means), advertising, analytics, customer service, and processing, authorizing and authenticating your transactions.

We also provide personal information to credit or payment card networks and associations to administer the payment card system. We may also share information with merchants with whom you have set up pre-authorized or automatic bill payments, in which case we may provide your updated payment card number or expiry date.

When personal information is provided to our service providers, we will require them to protect the information in a manner that is consistent with Scotiabank privacy and security policies, practices and standards.

Some of our service providers are located outside of Canada and may access and process your personal information from the United States or other jurisdictions.

- › **We may share information with our loyalty, reward or program partners:** We may offer products and services with trusted business partners, such as through the SCENE points program, or automotive manufacturers and dealers as part of our automotive financing business. In the event we collect, use and disclose personal information in connection with a partner program, we will tell you this at the time you sign-up for the program. For more information, see the terms that govern your participation in the program.
- › **We may share information with other trusted business partners:** We may share information with our partners for marketing or other servicing purposes. For example, if you sign-up to receive communications from our trusted business partners, we share your personal information with our trusted partners so that they may contact you for the purposes of marketing, including telemarketing. You can withdraw your consent to the disclosure of your personal information with these partners at any time. See “*How to update your marketing choices*” below for more information.
- › **We may share information with credit reporting agencies:** We exchange personal information with consumer and credit reporting agencies on an ongoing basis, including information about late payments, missed payments or other defaults.
- › **We may share information with your joint account holders, representatives, executors and beneficiaries:** We share personal information with joint account holders or representatives (such as a legal guardian, power of attorney or lawyer). Joint account holders will each have access to all of the account history and transaction details for the account. We may also share personal information with your (or your joint account holder’s) estate representatives or beneficiaries where reasonably necessary to administer the estate.

- › **We may share information with third parties in connection with a prospective business transaction:** If we sell a company or a portion of the business or assets of a Scotiabank company, or in the event we sell, assign or securitize your loan, mortgage or other debt, we may provide information we hold about you to the prospective purchaser or investor. The personal information we disclose in such circumstances may include financial information obtained in support of your loan, mortgage or other debt.
- › **We may share information to meet legal requirements:** Scotiabank and our Canadian, US and foreign service providers may disclose personal information where we are required or permitted to do so by applicable law. This may be:
 - › to other organizations for the purposes of investigating a breach of an agreement or contravention of law or to detect, suppress or prevent fraud;
 - › to establish, exercise or defend legal claims;
 - › to protect the rights, property and safety of Scotiabank and others;
 - › to courts, law enforcement and regulatory authorities in the jurisdictions in which we or our service providers operate, including to respond to a local or foreign court order, search warrant or other demand or request which we believe to be valid;
 - › to comply with the rules of production of a local or foreign court; and
 - › to satisfy legal and regulatory requirements that we believe are applicable to us, including the requirements of any self-regulatory organizations to which we belong.
- › **We may share information relating to mortgage products:** If you have a mortgage account with us, we may share information about you, including credit information and the amount of your mortgage, to mortgage insurers for the purposes of offering and administering mortgage insurance, or to a creditor where you are in default of an obligation to that creditor.
- › **We may share information relating to insurance services:** We may exchange personal information (including health information) with hospitals and health care professionals, government insurance plans, other insurance companies and insurance service bureaus.
- › **We may share information in accordance with your requests or as you otherwise consent.**

How we protect and retain personal information

We have implemented measures designed to safeguard the personal information in our custody and control against theft, loss and unauthorized access, use, and disclosure.

We restrict access to personal information to employees and authorized service providers who require access to fulfil their job requirements.

We may keep and use information about you in our records for as long as it is needed for the purposes described above, or to otherwise meet our legal obligations, even if you are no longer a customer.

How we maintain accurate personal information

We require accurate, complete and up-to-date records to provide our products and services, and we have implemented processes to help ensure this.

We also rely on you to provide us with information that is true and complete. If any personal information changes or becomes inaccurate or out of date, please advise us using the contact information set out below so we can update our records.

How to refuse or withdraw your consent

You can refuse to consent to our collection, use or disclosure of personal information, or you may withdraw your consent to our further collection, use or disclosure of your personal information at any time by giving us reasonable notice, subject to limited exceptions. This includes withdrawing your consent for Scotiabank to use your SIN to verify credit information to confirm your identity.

If you wish to withdraw consent, you may do so at any time by contacting the branch or office with which you are dealing or by calling us toll-free at the telephone numbers listed below. You can also contact the Office of the President as set out at the end of this Privacy Agreement.

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

Depending on the circumstances, your withdrawal of consent may prevent us from providing you, or continuing to provide you, with some products and services, the ability to access certain products and services, or information that may be of value to you.

In addition, we may have legal, regulatory or contractual obligations to collect, use or disclose certain of your personal information, in which case you may not withdraw your consent. For example, during the term of a loan, you may not withdraw your consent to our ongoing collection, use or disclosure of your personal information in connection with the loan you have with us or have guaranteed.

You also cannot refuse to consent to our collection, use and disclosure of personal information required by our regulators, including self-regulatory organizations.

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

How to update your marketing choices

You can update your marketing communication preferences at any time by contacting the branch or office you deal with or call us toll free at 1-800-4SCOTIA.

You can also withdraw your consent to receive specific types of communications as set out below:

- › To opt out of email communications click the “unsubscribe “ link included in each of our communications.
- › To opt-out of receiving SMS text messages, respond to any message by texting “STOP”. You may also adjust your InfoAlert settings within our mobile app or the Scotiabank OnLine portal.
- › To opt-out of interest-based advertising, see our Digital Privacy and Interest-Based Advertising Policy.
- › To opt-out of the sharing of your personal information with trusted partners or members of the Scotiabank group of companies, contact us using the contact information set out above.
- › To opt-out of direct mail and phone marketing communications, contact us using the contact information set out above.

You may continue to receive certain types of communications, including electronic messages or offers from Scotiabank, even after you have withdrawn your consent or unsubscribed to emails. For example, messages sent from the Scotiabank OnLine portal, messages sent in response to specific inquiries, messages to satisfy a legal obligation or for debt collection purposes or to enforce or provide you with notice of an existing or pending right. In addition, if you visit your advisor at the branch or contact us by telephone, online (including through the Scotiabank Online portal) or visit an ABM, we may make certain offers to you.

How to access or update your personal information

You can request to access or update the personal information we hold about you. Much of this information is already accessible by you, for example: through your account statements; by visiting the branch or office where you regularly do business; by accessing your account online; or through the Customer Contact Centre. However, to access any other personal information about you, please send request in writing to the Office of the President using the contact information included at the end of this Agreement.

To process your request, we may ask you for information to validate your identity and confirm the scope of your request, such as your branch and account number, and clarification on the specific information or time period you are requesting.

We may not be able to provide you with access to your personal information in certain circumstances, such as where your request includes personal information about a third party that cannot be removed, or when the information you are requesting is protected by legal privilege.

Scotiabank may charge you a nominal access fee depending on the nature of your request. We will advise you of the fee, if any, prior to proceeding with your request.

If you have a sensory disability, you may request that your personal information be made available in an alternative format.

How we notify you of changes to this Privacy Agreement

We may amend this Agreement from time to time to reflect changes in our personal information practices. We will post the revised Agreement on our website and make it available at our branches.

We may also notify you of any changes to this Agreement in any of the following ways:

- › A notice prominently displayed at all Scotiabank ATMs;
- › An announcement through an automated telephone message or a digital channel such as a mobile app;
- › A notice on the Scotiabank website or your Scotia OnLine portal;
- › A notice in our branches; or
- › A notice in your monthly statement.

How to contact us

If you have an inquiry about Scotiabank's privacy practices or how we and our service providers treat your personal information, please contact the branch or office you deal with or call us toll free at 1-800-472-6842. If your branch or office is not able to resolve your concern to your satisfaction, you can contact the Privacy Office c/o the Office of the President:

Telephone: 1-877-700-0043
 Fax: 1-877-700-0045
 Email: mail.president@scotiabank.com
 Letter: Privacy Office c/o Office of the President, Scotiabank
 44 King Street West
 Toronto ON M5H 1H1

Scotiabank has policies and procedures to receive, investigate, and respond to your privacy complaints and questions. We will investigate all complaints we receive and if we find a complaint justified, we will try to resolve it.

If you are not satisfied, you may file a complaint with the Office of the Privacy Commissioner of Canada:

30, Victoria Street
 Gatineau, Quebec
 K1A 1H3

Toll-free: 1-800-282-1376
 Phone: (819) 994-5444
 TTY: (819) 994-6591

www.priv.gc.ca

Part 16 Overdraft Protection Agreement

Overdraft limit

You may overdraw the account(s) to which this agreement applies, up to the amount set out in the Personal Credit Agreement, if applicable, or as otherwise agreed to in writing by us. We may refuse any debit if the amount would cause the overdraft limit to be exceeded. If we allow the overdraft limit to be exceeded, we may treat the portion that exceeds the overdraft limit as an overdraft granted in the absence of Overdraft Protection, including applying the appropriate interest rate and service fees. You understand and agree that the credit available under this Overdraft Protection Agreement is to be used solely to facilitate overdrafts in the applicable account(s) and not as a long term credit facility.

Effective Date

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

Payment

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

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

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

You agree that all payments that you make to us or that we ask you to make will be made in full without any set off, abatement, counterclaim, deductions or withholdings whatsoever.

You agree that you do not have a right to cancel, offset, or reduce any payment or debt by an amount we owe you.

Default

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

If your overdraft balance goes into default, the overdraft balance in your account(s) may become immediately due and payable and/or we may close your account and convert your overdraft balance to delinquent demand loan status. Interest payable will be calculated daily and applied to the demand loan at a rate of 21% per annum.

Please note that default is reported to credit bureaus, which can adversely affect your credit rating and negatively impact your future borrowing capability.

Amending the agreement

We may from time to time make changes to the terms set out in this Overdraft Protection Agreement, including changes to the following sections:

- › Overdraft limit
- › Effective Date
- › Payment
- › Default
- › Amending the agreement
- › Terminating the agreement

We'll provide you with a written notice at least sixty (60) days in advance of the change (or such other notice period as required by law) setting out the change, the effective date the change comes into force and your right to refuse the change and to cancel this Overdraft Protection Agreement without cost or penalty, other than any change where your consent is not required by law.

You must notify us within thirty (30) days of the effective date of our change if you don't agree with that change. If you notify us within that thirty (30) day period that you don't agree with the change, we will cancel the Overdraft Protection Agreement and any outstanding amount you owe will immediately become due.

Subject to applicable law, we'll consider you to have accepted any change if you don't notify us within thirty (30) days of the effective date of such change that you don't agree with the change, or if you keep any of the applicable account(s) open, if you use any of the applicable account(s), or if there are any outstanding debts associated with any of your applicable account(s) after the effective date of the change.

Any notice we provide to you about a change to this Overdraft Protection Agreement, as described above, may be provided to you in any of the following ways:

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

Terminating the agreement

We may terminate this agreement, without notice to you, if you are in default. We may terminate this agreement, without reason, by giving you 30 days written notice. You may terminate this agreement by giving us at least 5 business days' prior written notice.

Termination by us or you 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.

Part 17 Consent to Receipt of Electronic Documents Terms and Conditions

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

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

In these Terms,

Scotiabank, we, us and **our** mean The Bank of Nova Scotia and, any of our Canadian subsidiaries, including but not limited to Scotia Securities Inc., but excluding the Bank of Nova Scotia Trust Company, 1832 Asset Management L.P, and the ScotiaMcLeod and Scotia iTrade divisions of Scotia Capital Inc.

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

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

The **Designated Information System** is the electronic system selected by you to receive the electronic delivery of documents related to your selected account(s). When you choose the paperless Recordkeeping Option for the selected account(s), you are selecting Scotiabank’s Digital Banking Service as the Designated Information System.

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

2. Consent and When It Takes Effect:

- a) If you have provided the applicable consent, you will receive the following documents and other information related to the selected account(s), as applicable, through the Designated Information System:
 - i. account opening applications and forms including insurance documents (if applicable);
 - ii. customer agreements;
 - iii. periodic or monthly account statements;

- iv. annual disclosure statements, including personal portfolio statements (“PPS”), and annual mortgage information disclosure;
- v. tax receipts, including the T3, T4, T5, and RRSP contribution receipt;
- vi. notices of changes to the agreements governing the selected account(s);
- vii. notices of changes to any interest rates, fees (including new fees), and any other items mentioned in the disclosure statements;
- viii. communications about the selected account(s) and these Terms, including confirmation of your consent and notice of any changes to these Terms; and
- ix. any other confirmation, notice or information that we are required by law to provide you in writing relating to your selected account(s).

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

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

Joint accounts: If the primary borrower of a mortgage or the primary accountholder of a loan, line of credit or credit card has consented to electronic delivery of documents applicable to the selected account, each co-borrower (or joint accountholder) will continue to receive these documents in paper form until he/she has consented to electronic delivery. The PPS in paper form will continue to be delivered to the designated address on selected account(s) which have more than one owner/subscriber until such time as all such owners/subscribers agree to these Terms, in which case all owners/subscribers will begin to receive electronic documents. For joint deposit accounts that are ‘any to sign’, all joint accountholders will receive documents in electronic form following consent from any one joint accountholder.

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

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

- b) Tax Documents. If you have provided the applicable consent, you will receive the relevant tax documents including the T5, T4RSP, T4 RIF, NR4, Relevé 2 and RRSP contribution receipt, through the Designated Information System excluding mobile banking for all of your savings and investment accounts. For joint savings and investment accounts, both all-to-sign and any-to-sign, the tax documents will continue to be sent in paper form to the primary account holder only until that individual has provided the applicable consent to receive them through the Designated Information System excluding mobile banking.
3. **Verbal Consent:** If you verbally consent to the electronic delivery of documents, we will confirm your consent by sending you these Terms through electronic delivery to the Designated Information System or through paper delivery. If you do not agree to these Terms, you must immediately revoke your consent as provided under “Revoking Consent” (see section 7 below).
4. **Length of Time Electronic Documents are Available:** Each document described in clauses (i) to (v) of Section 2 (a) and in section 2(b) above will be available for 7 years after it is delivered to the Designated Information System. Other documents or information delivered to you electronically will be available for 90 days. You are responsible for printing or downloading a copy of any documents delivered to you electronically for your records.
5. **Your Obligations to Access the Designated Information System:** You agree to access the Designated Information System at least monthly to review any electronic documents. All entries will be considered correct and binding on you, unless you provide Scotiabank with evidence to the contrary within the applicable time period as set out in your account agreement.

If no such time period is identified, you must notify us of any error within 60 days of the date of the disputed entry. You confirm that you have the necessary technical ability and electronic resources to do this. You acknowledge that technical and security requirements for access to the Designated Information System may change from time to time.

If you are unable to access the Designated Information System to meet your obligations under this section for any reason, you should revoke your consent as provided under “Revoking Consent” (see section 7 below).

Any document delivered electronically to you under this consent will be deemed to be received by you when it is posted on the Designated Information System or made available to you through the Designated Information System, even if you do not access the Designated Information System for any reason.

6. **Providing Documents by Paper:** We reserve the right to provide you with documents by paper delivery if we are unable to provide electronic delivery (including cases where such documents are not currently in digital form), have reason to believe you may not have received the electronic document, or otherwise consider it appropriate. Any paper delivery will be provided to you at the most current mailing address that we have on file for your selected account(s).
7. **Revoking Consent:** You may revoke your consent at any time:
- by changing the Recordkeeping Option on Scotiabank’s Digital Banking Service (through scotiabank.com or Scotiabank Mobile Banking);
 - by calling 1-800-472-6842 (available 24 hours a day, 7 days a week);
 - by visiting a Scotiabank Branch.

We will send you a confirmation that we have received your revocation and specify when it takes effect through electronic delivery to the Designated Information System or through paper delivery.

It may take up to 10 business days for your revocation to take effect.

You may still receive electronic delivery of documents issued by us before your revocation takes effect.

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

Change of consent for tax documents from paperless to paper can be made up to the last business day of the relevant tax year.

8. **Adding or Changing these Terms:** We may from time to time make changes to these Terms, including changes to the following sections:
- › Definitions, Selected Account(s) and Designated Information System
 - › Consent and When It Takes Effect
 - › Verbal Consent
 - › Length of Time Electronic Documents are Available
 - › Your Obligations to Access the Designated Information System
 - › Providing Documents by Paper
 - › Revoking Consent
 - › Adding or Changing these Terms

We'll provide you with a written notice at least thirty (30) days in advance of the change (or such other notice period as required by law) setting out the change, the effective date the change comes into force and your right to refuse the change and to cancel these Terms without cost or penalty, other than any change where your consent is not required by law.

You must notify us within thirty (30) days of the effective date of our change if you don't agree with that change. If you notify us within that thirty (30) day period that you don't agree with the change, we will cancel these Terms and any outstanding amount you owe will immediately become due.

Subject to applicable law, we'll consider you to have accepted any change if you don't notify us within thirty (30) days of the effective date of such change that you don't agree with the change, or if you keep any of the applicable account(s) open, if you use any of the applicable account(s), or if there are any outstanding debts associated with any of your applicable account(s) after the effective date of the change.

Any notice we provide to you about a change to these Terms, as described above, may be provided to you in any of the following ways:

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

Part 18 Telephone/Fax/E-Mail Banking Agreement

Your Instructions

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

Instructions may be given for:

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

Bank-to-Bank Transfers

You authorize Scotiabank to debit the account at the Financial Institution (FI) you specified, now and in the future on your instructions, for the purpose of transferring funds into your Scotiabank *Money Master Savings Account* or *Scotiabank Momentum^{PLUS} Savings Account*.

The debit charged to your account is considered as a funds transferred pre-authorized debit.

You shall notify Scotiabank through its Contact Centre at 1-888-615-0293 of any changes in the information you provided to us with regard to the account and FI you directed Scotiabank to debit. You may cancel an authorization for recurring transfers at any time by calling the Scotiabank Contact Centre or providing us with 10 days written notice.

To obtain a sample cancellation form or further information on your right to cancel an authorization, contact the Contact Centre or visit www.cdnpay.ca.

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

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

You acknowledge and agree that the FI you specified is not required to verify that the debits are drawn in accordance with the authorization in this agreement and is not required to verify that Scotiabank has fulfilled any pre-condition to authorizing the debits. Debits charged to the account and FI you specified under this agreement will be reimbursed, if, within 90 days after the date of the debit, you provide the applicable branch of the specified FI with a written declaration in which you declare that:

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

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

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

Changes to this agreement

We may from time to time make changes to this Telephone/Fax/E-Mail Banking Agreement, including changes to the following sections:

- › Your Instructions
- › Bank-to-Bank Transfers
- › Changes to this agreement
- › General Terms

We'll provide you with a written notice at least sixty (60) days in advance of the change (or such other notice period as required by law) setting out the change, the effective date the change comes into force and your right to refuse the change and to cancel this Telephone/Fax/E-Mail Banking Agreement without cost or penalty, other than any change where your consent is not required by law.

You must notify us within thirty (30) days of the effective date of our change if you don't agree with that change. If you notify us within that thirty (30) day period that you don't agree with the change, we will cancel this Telephone/Fax/E-Mail Banking Agreement and any outstanding amount you owe will immediately become due.

Subject to applicable law, we'll consider you to have accepted any change if you don't notify us within thirty (30) days of the effective date of such change that you don't agree with the change, or if you keep any of the applicable account(s) open, if you use any of the applicable account(s), or if there are any outstanding debts associated with any of your applicable account(s) after the effective date of the change.

Any notice we provide to you about a change to this Telephone/Fax/E-Mail Banking Agreement, as described above, may be provided to you in any of the following ways:

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

General Terms

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

Consent for Electronic Disclosure: You agree that when you provide us with instructions pursuant to this agreement that you are also requesting and consenting that any information, documents and/or

notices that we provide to you in relation to those instructions may be provided solely at the fax number or email address used by you to provide instructions or as otherwise designated by you in your instructions, as the case may be. We recommend that you keep a copy of any such information, documents and/or notices for your records.

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

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

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

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

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

Part 19 **Bank The Rest[®] Savings Program Agreement**

1. In order to participate in the *Bank The Rest* savings program, you must maintain a *Money Master*[®] Savings Account (the "Destination Account"), a personal deposit account designated as "chequing" or "savings" and a personal *ScotiaCard* banking card.
2. You authorize Scotiabank to automatically round up the amount of every purchase you make through a Card Payment (as defined in the Digital Access Agreement) on your personal deposit account using your personal *ScotiaCard* banking card to the next multiple of the round-up amount you have indicated in the *ScotiaCard* Banking Access Enrollment/Maintenance form and allocate the difference between this multiple and the actual purchase amount as "*Bank The Rest savings*" within your personal deposit account.
3. We aggregate all *Bank The Rest* savings each business day and transfer that amount from your personal deposit account to your Destination Account at the end of that business day.
4. Even if you subsequently cancel or reverse any purchase you had made using your *ScotiaCard* banking card, the corresponding *Bank The Rest* savings will remain in the Destination Account or will be transferred to the Destination Account if it hasn't been transferred already.
5. If at the end of a business day the balance in your personal deposit account is less than the aggregate *Bank The Rest* savings for that day, we will cancel the transfer of the *Bank The Rest* savings to your Destination Account for that day even if there is overdraft protection on the account.
6. You acknowledge that the limitations of liability set out in the Digital Access Agreement and any other applicable agreement you have entered into also apply to the *Bank The Rest* savings program.
7. You may modify or cancel your enrollment in the *Bank The Rest* savings program by contacting Scotiabank through its Contact Centre at 1-800-472-6842 or *ScotiaOnline* or by visiting a Scotiabank branch.
8. We may from time to time make changes to this agreement, including changes to Sections 1 to 8.

We'll provide you with a written notice at least sixty (60) days in advance of the change (or such other notice period as required by law) setting out the change, the effective date the change comes into force and your right to refuse the change and to cancel the agreement without cost or penalty, other than any change where your consent is not required by law.

You must notify us within thirty (30) days of the effective date of our change if you don't agree with that change. If you notify us within that thirty (30) day period that you don't agree with the change, we will cancel this agreement and any outstanding amount you owe will immediately become due.

Subject to applicable law, we'll consider you to have accepted any change if you:

- › don't notify us within thirty (30) days of the effective date of such change that you don't agree with the change;
- › keep any of the applicable account(s) open;
- › use any of the applicable account(s); and/or
- › have any outstanding debts associated with any of your applicable account(s) after the effective date of the change.

Any notice we provide to you about a change to this agreement, as described above, may be provided to you in any of the following ways:

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

Part 20 CDIC Protecting Your Deposits



Protecting your deposits

Canada Deposit Insurance Corporation (CDIC) is a federal Crown corporation that protects your deposits for up to \$100,000 per insured category at financial institutions that are CDIC members. Coverage is free and automatic — you don't have to sign up.

What's covered?

- **Savings and chequing accounts**
- **Guaranteed Investment Certificates (GICs) and other term deposits** with original terms to maturity of five years or less

What's not covered?

- **Mutual funds, stocks, and bonds**
- **Foreign currency** (eg. \$ U.S.)

Add up your coverage!

We protect deposits in CDIC members to help with your savings goals. If you deposit money in **savings accounts, chequing accounts or GICs** and other **term deposits** (of five years or less), it is protected for up to \$100,000 in each of these categories.

<p>You + \$100,000 (in your name alone)</p> <p>You and another + \$100,000 (joint total)</p> <p>Your savings in trust + \$100,000 (for each beneficiary, includes RESPs)</p> <p>Your tax-free savings + \$100,000 (TFSA)</p> <p>Your retirement savings + \$100,000 (RRSP)</p> <p>Your retirement income + \$100,000 (RRIF)</p> <p>Your property taxes + \$100,000 (for mortgaged properties)</p>	<p>+</p> <p>+</p> <p>+</p> <p>+</p> <p>+</p> <p>+</p> <p>+</p>	<p>=</p> <p>Your total protection in each CDIC member</p>
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What happens if a CDIC member fails?

Your money belongs in your hands. CDIC works hard to protect your savings and your access to financial services. If your institution closes, we will reimburse your insured funds (including interest) within days. It's automatic — we will contact you.

What you can do

- Keep your contact information at your financial institution up-to-date so CDIC can send payment if necessary.
- Know what is covered and what is not.

Want to know more?

CDIC is a federal Crown corporation, and is fully funded by CDIC members.

Visit our website
cdic.ca

Call us
1-800-461-2342

Follow us



This document contains general information and is not intended as legal or financial advice.

Part 21 Deposit Account Agreement

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

Ownership, Survivorship Rights and Signing Arrangements

Sole Account Holders[†]

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

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

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

Multiple Account Holders (Joint Accounts)[†]

If an account has multiple account holders, the account signing arrangement that you selected during the account opening process will determine from whom we will accept instructions to operate the account, and you will be bound by any instructions given to us by the designated signing authority(ies).

Any designated signing authority will remain in force and can be relied upon by us until we receive written notice of change from the designated signing authority(ies).

Another account holder cannot be added to an existing account unless all existing account holders have authorized it. To remove an account holder, all account holders must first authorize the closing of the existing account and the remaining account holders must authorize the opening of a new account with a new account number.

Because legal responsibilities and tax consequences vary depending on the ownership, survivorship rights and signing arrangements, you may wish to discuss these matters with your legal and/or tax advisor when establishing an account with multiple account holders.

We assume no responsibility for any claim or loss whatsoever arising from or relating to the signing arrangement selected or the ownership or survivorship rights associated with that signing arrangement.

We share personal information with joint account holders or representatives (such as a legal guardian, power of attorney or lawyer). Joint account holders will each have access to all of the account history and transaction details for the account. We may also share personal information with your (or your joint account holder's) estate representatives or beneficiaries where reasonably necessary to administer the estate.

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

<http://www.seniors.gc.ca/eng/working/fptf/attorney.shtml>

'What every older Canadian should know about Powers of Attorney (for financial matters and property) and Joint Bank Accounts'.

[†] Not applicable to "In Trust For (ITF) Accounts", described later in this agreement.

a) "Any to Sign"

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

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

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

In addition,

- i) the obligations set out in this agreement are joint and several (solidarily for accounts in Quebec) and each joint account holder is fully responsible for those obligations.
- ii) if your account is held at a branch outside Quebec, the ownership arrangement is joint tenants with right of survivorship (JTWROS). This means that we treat the funds in your account as joint

property. If one account holder dies, the account funds are deemed to be owned solely by the surviving account holder or, if there is more than one surviving account holder, owned as JTWR0S by the surviving account holders. We can pay the account funds to the surviving account holder or, if there is more than one surviving account holder, to any one or more of the surviving account holders. In addition, you authorize us to release to the estate representative, any information about the joint account up to the date of death of the account holder.

- iii) if your account is held at a branch in Quebec, the ownership arrangement is joint holders (JH). This means that if one account holder dies, the deceased's share of the account funds will be disbursed to the deceased's estate in accordance with the deceased's will or as otherwise required by law and the remaining share will be disbursed to the surviving account holder(s) or as otherwise required by law.

Unless we are otherwise informed, we will assume that each joint account holder owns an equal share of the account funds. In addition, the liquidator of the estate is entitled to all account information up to or after the date of death of the account holder.

b) "All to Sign" or "Multiple Signatures"

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

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

In addition,

- i) the obligations set out in this agreement are joint and several (solidarily for accounts in Quebec) and each joint account holder is fully responsible for those obligations.
- ii) if your account is held at a branch outside Quebec, the ownership arrangement is tenants in common (TIC). In addition, you authorize us to release to the estate representative, any information about the joint account up to the date of death of the account holder.
- iii) If your account is held at a branch in Quebec, the ownership arrangement is joint holders (JH). In both cases, this means that if one account holder dies, the deceased's share of the account funds will be disbursed to the deceased's estate in accordance with the deceased's will or as otherwise required by law, and the remaining share will be disbursed to the surviving account holder(s) or as otherwise required

by law. Unless we are otherwise informed, we will assume that each joint account holder owns an equal share of the account funds. In addition, the liquidator of the estate is entitled to all account information up to or after the date of death of the account holder.

"In Trust For (ITF)" Accounts

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

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

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

Formal Trust

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

General Terms & Conditions: All Accounts

Your Payment Obligations

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

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

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

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

Where Deposits Payable

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

Inactive Accounts

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

Account Closure/Terminating a Service

- a) Without Notice: We may close your account(s) and/or terminate any of the services we provide to you, without notice to you, in any circumstance in which we consider it reasonable to do so including, without limitation, in the following circumstances:
 - › if you do not operate your account in a satisfactory manner, for example, if you maintain an overdrawn balance due to NSF cheques or outstanding service charges;
 - › if we have reasonable grounds to believe that you are using an account for, or the account is directly or indirectly the recipient of funds acquired through, illegal or fraudulent purposes;
 - › if we have reasonable grounds to believe that it is necessary to terminate our relationship with you in order to protect our customers or employees from physical harm, harassment or other abuse; or
 - › if your account has a zero balance or negative balance, has been open for at least 6 months, and has never been active;
 - › if your account has a zero balance or negative balance and has been inactive for the past 12 months;

- › if you have a Getting There account and turn 19 years old;
- › if you have a Student account and the fee waiver on the account expires.

- b) With Notice: We may close your account(s) and/or cancel any of the services we provide to you, without reason, by giving you 30 days written notice.
- c) Continuing Obligations: You are not relieved of your obligations with respect to any terminated account(s) or services, until those obligations have been satisfied.

Foreign Currency Accounts

If this account is in a foreign currency, we can use any third party to act as your agent for funds transfers or other transactions for your account. We are not liable for any act or omission of any third party or for any loss, destruction or delay beyond our control. We are not responsible for any increase or reduction in the value of your account due to changes in foreign currency exchange rates or for the unavailability of funds due to foreign currency restrictions. Transactions in a currency different from that of your account will be converted to the currency of your account at the exchange rate and on a date determined by us in our sole discretion. You acknowledge that we may earn revenue on the conversion. If a foreign currency transaction is reversed for any reason, you will be liable for any loss associated with the currency exchange.

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

Verifying Your Accounts

You must review your statements - You must promptly review your paperless or paper account statements, online transaction history or passbook (each "Account Information") to check and verify the transactions/entries. If you believe there are any errors or omissions you must tell us in writing within the applicable time period indicated below for the recordkeeping option you have selected. If you do not tell us of an error or omission including without limitation, unauthorized transactions or forgeries, within the applicable time periods, you

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

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

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

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

Paper Statement or Paper Statement with Cheque Image Return

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

- a) if you have selected the delivery option and a statement is returned to us as “undeliverable”, no further statements will be sent to you until you provide us with a current mailing address. Until such time you agree to use Internet banking, mobile banking, Telephone banking or a Scotiabank automated banking machine at least once every 30 days in order to verify your account transactions, and
- b) if you have requested to ‘pick up’ the statement, the statement will be mailed to the branch of the account, and an additional monthly fee will be charged. Replacement paper copies of your statement are available for our posted fee.

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

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

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

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

Limits of our Liability

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

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

Amendments

We may from time to time make changes to the terms set out in this agreement, including changes to:

- › Ownership, Survivorship Rights and Signing Arrangements
- › General Terms & Conditions: All Accounts

We’ll provide you with a written notice at least sixty (60) days in advance of the change (or such other notice period as required by law) setting out the change, the effective date the change comes into force and your right to refuse the change and to cancel this agreement without cost or penalty, other than any change where your consent is not required by law.



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