



Day-to-Day Banking

Companion Booklet

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Introduction

Welcome to Scotiabank

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

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

In fact it all comes down to your preference for how you want to do your banking, along with the number and type of transactions that you make every month. Use the Account Selector tool on page 6 to help assess how often you bank, how you prefer to bank, and what type of account best suits your needs.

Scotiabank understands that you may feel most at home banking with a teller in your branch. Or maybe you prefer to use our online, mobile, telephone and ABM self-service banking options at your convenience. Whatever your financial needs or your schedule, we strive to enable you to manage your money in the manner which suits you best.

We know everyone is concerned about the cost of bank fees, so we've designed a variety of accounts and plans based on the number and type of transactions that you need to do each month. We've included some tips on how to save money on bank fees in addition to the fees for other services that you may use from time to time. Depending on the type of account you choose however, these services may be included.

So what's in this booklet?

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

Most important of all though, is the way we manage your personal information, and that's where our commitment to privacy comes into effect. We believe strongly that it forms the basis of our relationship with you. So we present that commitment to you first in the agreements section.

Satisfaction Guarantee

From time to time we make changes to our account features and fees. If you receive a statement with your account, we will notify you of any upcoming changes to your account features and fees by mailing you a notice with your statement. For accounts with multiple account holders, we will send the notice only to the account holder who currently receives the statements. We also display notices in our branches, on *Scotia OnLine* and at our ABMs 60 days prior to making any changes to the fees. When we make changes, as always, we

want you to select the best account to help you save on fees or in some cases pay no fees at all. If you are not satisfied with changes to your account, you may select an alternate Scotiabank account within 90 days of the effective date of the changes and on request, we will refund the difference, if any, between the fees that you have paid and the fees that you would have paid, had you selected the alternate account on the effective date of the changes¹.

Definitions you need to know

You and your means each account holder of a deposit account.

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

Account means personal deposit account.

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

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

Assisted telephone transactions means transactions completed by a *TeleScotia* service representative.

Debit transactions means withdrawal of funds from an account which include cash withdrawals, cheques drawn on your accounts, fund transfers to other Scotiabank accounts or other financial institutions, bill payments, pre-authorized payments and *Interac*[†] Debit or Visa Debit.

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

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

General terms and conditions

You agree to the terms and conditions in this booklet, including all of the personal banking services agreements (collectively, the “agreements”), as they apply to you. Your Application for Deposit Services forms a part of this booklet.

Who is bound by this booklet?

All of the provisions in this booklet, as they 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 any other provision in this booklet as invalid or unenforceable, in whole or in part, the remaining agreements and provisions shall still be in effect and binding.

¹ If you choose to close your account within 90 days of the effective date of the changes, on request, we will refund the difference between our old and new fees for any fees that you have paid.

[†] Trademark of Interac Inc. used under license.

Opening A Personal Deposit Account

We make it easy to open a personal deposit account at Scotiabank. Simply visit any of our branches and speak to a branch representative to make arrangements to open an account, or contact us at 1-800-4SCOTIA (1-800-472-6842) or log on to www.scotiabank.com.

This booklet contains detailed information on the fees associated with our personal bank accounts and related services. For more information contact 1-800-4SCOTIA (1-800-472-6842) or visit www.scotiabank.com.

You'll also receive a *ScotiaCard*[®] banking card. We ask you to select a personal identification number (PIN) to use with your card. When you use your PIN with your *ScotiaCard* banking card you are providing us with your electronic signature and we consider all transactions made this way to be authorized by you.

Further details and the terms and conditions of use for your *ScotiaCard* banking card are described in this booklet.

Confirming Your Identity

When you open your personal deposit account at a Scotiabank branch, you will be required to present to us certain pieces of personal identification. Further details about what qualifies as acceptable identification can be found at www.scotiabank.com and in the brochure entitled "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.

For minors under the age of 12 years, we ask that a parent or legal guardian open the account for the minor and that the parent or legal guardian provide two pieces of original acceptable identification to confirm his or her own identity. In addition, if in your capacity as legal guardian for a minor, you ask us to open a personal deposit account for the minor, you must provide us with a certified copy of the legal document verifying your legal guardianship of the minor. Any minor, regardless of age, who is given signing authority on an account, must present to us two pieces of original acceptable identification.

Collecting and recording your information

We will only ask you for information that we need for the purposes set out in the *Scotiabank Group* Privacy Agreement, which can be found in this booklet.

In addition to confirming your identity, we also collect certain mandatory information about you such as your full name, home address (if any), date of birth and occupation or type of business (if any).

When opening an account, we may have to ask you some additional questions to comply with government regulations. We will collect and record all pertinent information

regarding you, including beneficial owners, intermediaries and other interested parties and will establish the purpose and intended nature of each relationship. Where applicable, we will record the type, volume and frequency of expected account activity and we will make enquiries into the source of incoming funds or assets.

We will ask you questions to determine whether your account will be used by or for the benefit of a third party. If so, particulars of the third party and their relationship with you will be obtained and recorded prior to establishing the relationship.

We can refuse your request to open a personal deposit account for certain legal reasons but, if we do, we'll inform you about this in writing.

Verifying Your Information

We will take reasonable and appropriate measures to verify the key information provided by you with reliable independent sources. We will refuse to enter into or continue relationships or conduct transactions with any person that insists on anonymity or provides false, inconsistent or conflicting information where the inconsistency or conflict cannot be resolved after reasonable inquiry.

Monitoring and updating your information

As set out in the *Scotiabank Group* Privacy Agreement, we may monitor your account to meet our legal and regulatory obligations. We will keep information regarding you and your financial activities as accurate, complete and up-to-date as necessary to fulfill the purpose for which it was collected. When changes in your financial behaviour become apparent, we will take steps to determine the underlying reasons.

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

Deposit Insurance

The Bank of Nova Scotia is a member of Canada Deposit Insurance Corporation (CDIC). CDIC insures eligible deposits you make with its members subject to maximum coverage limitations. For more information on deposit insurance refer to the CDIC brochure "Protecting Your Deposits" or call CDIC at 1-800-461-2342 or visit the CDIC website at www.cdic.ca. The "Protecting Your Deposits" brochures are available at your local Scotiabank branch.

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.

Current Interest Rates:

For information on current interest rates visit www.scotiabank.com or contact us at 1-800-4SCOTIA (1-800-472-6842).

Transferring Your Account to Scotiabank

The *Scotia Simple Switch*® program

Are you still paying service fees for multiple bank accounts at different institutions? If you've considered consolidating your bank accounts to save on fees and simplify your banking, but felt it was too much trouble, we have just what you need!

The *Scotia Simple Switch* program is a free service, designed to take away the hassle of switching your account(s) to Scotiabank. In fact, once you provide us with a few details, we'll do all the work to make your transition to Scotiabank simple.

When you request the *Scotia Simple Switch* program, we'll:

- Contact you by phone, at a time that is convenient for you, to gather all of your pre-authorized transaction information;
- Notify all of the companies that you have authorized to automatically debit or credit your account at your current financial institution(s) to inform them of the change in your banking information;
- Send you a detailed payment change schedule so that you know what to expect and can manage your cash flow effectively during the transition to Scotiabank;
- Provide you with a pre-filled payroll change form so that you can have your employer switch your payroll deposits to your new Scotiabank account;
- Close your accounts at the other financial institution.

Talk to a representative at your branch to take advantage of our *Scotia Simple Switch* program today.

Account Selector Tool

Finding the right account is easy. Just start here.

All you have to do is complete the following steps:

SPECIAL FEATURE PLANS

	Account Option
Are you under age 19?	Getting There Savings Program for Youth: page 14 & 16
Are you a full-time student?	Student Banking Advantage Plan: page 14 & 16
Are you age 60 or older?	See Seniors' Discount: page 15

If you answered "yes" to any of the above questions, you may be eligible for the respective discounted banking account option listed beside each question. If not, please complete the sections below.

CHEQUING ACCOUNTS

Every month I use my chequing account to make:

Transaction Type	Transactions Per Month
ABM cash withdrawals	
Debit card purchases	
Online bill payments	
Other self-service debit transactions	
Teller-assisted transactions	
Total transactions I make each month	

If your transaction total exceeds 25, and 9 or more of these transactions are teller-assisted please refer to the Scotia One Account on page 11 & 13.

If your transaction total exceeds 25, and 8 or less of these transactions are teller-assisted, please refer to the Scotia Moneyback Account on page 11 & 13.

If your transaction total is 13-25, please refer to the Basic Banking Plan on page 11 & 13.

If your transaction total is 1-12, please refer to the Basic Banking Account on page 11 & 13.

SAVINGS ACCOUNT

Account	Account Type/Details	Reference Page
Scotia Power Savings Account	High Interest on balances greater than \$5,000	Page 17 & 20
Money Master Savings Account	Competitive interest on every dollar saved	Page 17 & 20

FOREIGN CURRENCY ACCOUNTS

Account	Account Type/Details	Reference Page
Scotia U.S. Dollar Daily Interest Account	Foreign Currency	Page 18 & 20
Scotia Euro Daily Interest Savings Account	Foreign Currency	Page 19 & 20

General Information about Personal Accounts

Personal deposit accounts belong to the owner or owners of the account. They may not be used for business and they cannot be transferred to anyone else. We reserve the right to prevent use of your account without notifying you in advance if we suspect illegal, unauthorized or fraudulent use of the account, including transactions relating to internet gambling.

When you open an account at Scotiabank, you can depend on us to maintain the confidentiality of your information, subject to the terms and conditions of the *Scotiabank Group*TM Privacy Agreement set out in this booklet.

The “Ownership, Survivorship Rights and Signing Arrangements” section of the Deposit Account Agreement in this booklet details the roles and responsibilities of an account holder.

We offer a variety of accounts and plans which package banking services for you. Some of these accounts have eligibility 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. When you request a service that has an eligibility requirement, you must meet that requirement.

We have 4 categories of accounts and plans:

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

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

- You can visit any of our branches
- Use ABMs (Scotiabank's Automated Banking Machines or those of any other financial institution displaying the *Interac* symbol or the VISA/PLUS symbol abroad)
- Make direct payment purchases from your account
- Set up pre-authorized payments
- Conduct transactions over the telephone or internet, or
- Issue instructions to us in writing

A few notes about processing your transactions – Scotiabank's Cheque Hold Policy on cheque deposits made to a personal deposit account

Scotiabank's cheque hold policy is based on Canadian Payments Association (CPA) Rules and the Bank Act Regulations. For purposes of this policy, “cheque” includes negotiable items such as cheques, certified cheques, bank drafts and money orders.

When you deposit a cheque into your personal deposit account through a Scotiabank branch or ABM, you may not always be able to access or cash the funds right away. We may place a hold on funds until the cheque is cleared at the financial institution on which the cheque is drawn. In some instances, the cheque may be returned as invalid or otherwise after the hold period has expired. Ultimately, you are responsible to us for any cheque that you deposit that is returned to us, regardless of whether any hold period has expired.

If you deposit a cheque which is encoded with magnetic ink character recognition and not damaged or mutilated, the maximum hold period that we will place on that cheque is as follows:

- Cheques drawn on a financial institution's branch located in Canada
 - Canadian dollar cheques, maximum hold period of 4 business days after the day of deposit. If you choose to deposit in person at a Scotiabank branch, you may withdraw immediately or have available for use later:
 - (a) the entire amount of each cheque deposited that is \$100 or less;
 - (b) the first \$100 of each cheque deposited that is greater than \$100.
 - U.S. dollar cheques, maximum hold period of 9 business days after the day of deposit.
- Cheques drawn on a financial institution's branch located in the United States, maximum hold period of 19 business days after the day of deposit.
- Cheques drawn on a financial institution's branch located outside of Canada or the United States, maximum hold period of 29 business days after the day of deposit.

For these purposes, the term "business day" refers to regular weekdays only and excludes Saturdays, Sundays or statutory federal holidays.

We may extend the maximum hold period if we have reasonable grounds to believe there may be illegal or fraudulent activity in relation to an account.

"Cash-back limit" may be set-up on your *ScotiaCard* which allows you to withdraw funds up to a pre-authorized limit against your deposit, immediately or at a later time.

The length of time you have dealt with the Scotiabank branch, the amount of funds already in your account, and the amount and characteristics of the cheque being deposited may all influence whether the funds will be held.

Some cheques may be sent on "collection", meaning that the funds will be credited to your account only if and when the cheque clears the other financial institution and the funds have been received by Scotiabank.

Consider the benefits of Direct Deposit

You can arrange for electronic direct deposit of most employer pay-cheques and government payments. That way, the funds go directly into your account, and access to the funds is available immediately on the day of deposit. Authorizing a Direct Deposit will ensure timely receipt and access to funds in the event of postal strike delays.

Cheques you deposit may be returned

Canadian and U. S. federal laws allow member institutions to remove an original paper cheque from the cheque payment system, capture its image electronically and destroy the original item. As a result, if you negotiate a cheque that is processed through the cheque payment system and it is subsequently returned, you might receive a paper reproduction of the cheque, an “image printout”, instead of the original paper cheque. The paper reproduction is the legal equivalent of the original cheque.

The reasons a cheque you deposit may be returned by another financial institution include the following:

NSF: Non-sufficient funds means there is not enough money in the account on which the cheque is drawn.

Payment Stopped: The owner of the account has requested the cheque not be paid.

Postdated: The date on the cheque is in the future.

Stale Dated: The date on the cheque is 6 months or older.

Account Closed: The account on which the cheque is drawn is closed.

Funds Not Cleared: A “hold” has been placed on funds in the account on which the cheque is drawn.

Materially Altered Cheque: The owner of the account says the cheque has been altered without authorization.

Counterfeit Cheque: The owner of the account denies issuing the cheque.

Irregular Signature: The signature on the face of the cheque does not match the usual signature of the person that it purports to be.

Forged Signature: The signature on the face of the cheque is not the signature of the person that it purports to be.

Words and Figures Differ: The written and numerical amounts on the cheque don't match.

Foreign exchange

If you deposit a cheque that was drawn in a foreign currency and the cheque is returned to us, you will be responsible to repay to us the Canadian dollar equivalent of that cheque at the time that it is returned to us. We are not responsible for any increase or reduction in the value of the cheque due to changes in foreign currency exchange rates.

Electronic Funds Transfer (EFTs) and Telephone Funds Transfers (TFTs)

We reserve the right, in our sole discretion, to investigate an EFT or TFT in any circumstance in which we consider it reasonable to do so including, without limitation, in the following circumstances:

- To meet our legal and regulatory requirements;
- To manage and assess our risks; and
- To prevent actual or potential loss in connection with illegal activity.

An account credit for funds received by EFT or TFT may be delayed or refused as a result of us exercising our above described rights of investigation.

Processing your pre-authorized payments

A pre-authorized payment (also called a pre-authorized debit) is a withdrawal from your account made by a company that has your written authority to do so. They are a convenient substitute for postdated cheques when you have to pay the same bill every week or month.

You must sign an authorization for the company you are paying. The form should specify the amount, frequency and account number from which the funds are to be withdrawn.

For payments that vary in amount with each bill, the company must provide you with notice of the amount to be debited at least ten days before payment is due. It is your responsibility to maintain sufficient funds in your account to cover the payment. If the company asks you to provide a blank cheque with the authorization form, do so, 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 and check to see if it includes the procedures to cancel the payment agreement or to correct an improper withdrawal. If it doesn't, ask the company for the procedures.

Scotiabank does not verify a pre-authorized payment, we treat the request as though you authorized it.

Issuing a stop payment on a cheque

When you ask us to stop payment on a cheque you have issued and we act on your request, you agree to pay any costs and expenses incurred to do so. Naturally if the cheque has already been negotiated before we receive your request, we are not liable for stopping payment.

A Stop Payment Order for:	Automatically Expires as follows:
Single Cheque	- If the cheque date is provided: 180 days after the date of the cheque - If the cheque date is not provided: 180 days after the input date
Range of cheque numbers	- 12 months after the input date
Pre-authorized debit	- If the amount is provided: 180 days after the input date - If the amount is not provided: 90 days after the input date
Stop All (cheque and PAD* items)	- If the item date is backdated or unknown, the stop order is automatically released 90 days after the input date - If the item is postdated, the stop order is automatically released 90 days after the input date

*The customer must also contact the originator of the debit to cancel the arrangement.

Day-to-Day Banking Accounts

Basic Banking Account

If you don't do too many transactions this low-cost bank account is designed for you.

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 (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 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 fee charges will commence.

Note: For additional information on services and charges relating to this account, please refer to the Chart on page 13 and the 'Other Banking Services and Fees' section in this booklet.

Basic Banking Plan

If you use your account frequently, this account provides excellent value for you.

Note: For additional information on services and charges relating to this account, please refer to the Chart on page 13 and the 'Other Banking Services and Fees' section in this booklet.

Scotia One™ Account

This account offers an unlimited number of transactions for one low monthly fee.

Note: For additional information on services and charges relating to this account, please refer to the Chart on page 13 and the 'Other Banking Services and Fees' section in this booklet.

Scotia® Moneyback™ Account

Earning Money Back on your Scotia Moneyback Account

The Scotia Moneyback account allows you to earn while you spend, by providing a cash reward of 1% ("Money Back") on the first \$30,000 of Qualified Purchases (defined below) that are made each year using your ScotiaCard banking card.

For example, you would earn \$8.50 Money Back from a Qualified Purchase that totaled \$850 (including applicable taxes). For each Qualified Purchase, the Money Back amount will be rounded to the nearest cent¹.

For joint Scotia Moneyback account holders who each have a separate ScotiaCard linked to the same Scotia Moneyback account, all Qualified Purchases made on each ScotiaCard will count towards the annual \$30,000 maximum.

Payment of Money Back Earned

Money Back earned during the period from November 1st to the following October 31st of each year will be paid as a credit to your Scotia Moneyback account, on the last business day of the following November. You will be eligible to earn Money Back beginning on the date that your Scotia Moneyback account is first opened.

You will not be eligible to receive any Money Back if you have switched to a different account or if your *Scotia* Moneyback account is frozen by us or closed on the date that your annual Money Back amount would otherwise have been awarded.

Qualified Purchases

Money Back will be calculated and awarded only for the following debit purchases made from your *Scotia* Moneyback account, using your *ScotiaCard* banking card (each, a “Qualified Purchase”):

- *Interac* Debit - Debit point of sale transactions made from your *Scotia* Moneyback account.
- *Interac* Flash - A PIN-less enhancement of *Interac* that lets you pay for small, everyday purchases up to \$100, directly from your *Scotia* Moneyback account.
- VISA Debit purchases - Online and international transactions (including cross-border) made from your *Scotia* Moneyback account.
- *Interac* Online purchases (non-VISA Debit *ScotiaCards*).
- Cross Border Debit purchases (non-VISA Debit *ScotiaCards*) - Processed through the NYCE network. The Cross Border Transaction fee of \$1.00 per transaction will not be eligible to earn MoneyBack.

Amounts Excluded from Money Back Calculations

Pre-authorized debits that are set-up on your *Scotia* Moneyback account, the *Scotia* Moneyback account fee, and all other service fees/transaction charges do not qualify to earn Money Back.

If you are enrolled in the Scotiabank *Bank The Rest*® savings program, debit purchases made from your *Scotia* Moneyback account with your *ScotiaCard* will be subject to daily round-ups but these round-up amounts will not be eligible to earn Money Back.

Purchase Refunds

In the event you receive a refund for any purchase for which Money Back was previously earned, the amount of Money Back that will be deducted from your accumulated Money Back total is based on the refund amount and the Moneyback percentage on the day the refund is processed.

Verifying your Money Back Amounts

You must promptly review any paperless or paper statements we provide to you, that set out your Qualified Purchases. If you believe there are any errors or omissions in those statements with respect to the calculation of Money Back earned, you must tell us in writing within three months after the date of the Qualified Purchase for which you believe an error or omission was made.

SCENE® *ScotiaCard* Banking Card

SCENE points will not be awarded for any transaction made from your *Scotia* Moneyback account, even if made with a SCENE *ScotiaCard*.

Interest

No interest is paid on this account

¹ On a Qualified Purchase of \$2.50, the 1% Money Back amount of \$0.025 will be rounded to \$0.03. Similarly, for a Qualified Purchase of \$2.34, the 1% Money Back amount of \$0.0234 will be rounded to \$0.02.

Note: For additional information on services and charges relating to this account, please refer to the Chart on page 13 and the ‘Other Banking Services and Fees’ section in this booklet.

Day-to-Day Banking Accounts – At a Glance	Unlimited Transactions		Medium Transaction Account	Low Transaction Account
	Any Type	Self-Service with 1% Money Back		
	<i>Scotia One™ Account</i>	<i>Scotia® Moneyback™ Account</i> (page 11)	Basic Banking Plan	Basic Banking Account
Core Account Features & Fees				
Monthly Account Fee	\$12.95	\$14.95	\$9.95	\$3.95 (Free for RDSP beneficiaries, see page 11 for details)
Seniors' Discount (credit to Monthly Account Fee)	(\$4.00)	(\$4.00)	(\$4.00)	(\$3.95)
Monthly account fee waiver with minimum daily closing balance maintained for the entire month	\$3,500	Not applicable	\$2,500	Not applicable
No. of debit transactions (any type, unless specified) included in the monthly fee	Unlimited	Unlimited self-service transactions and 1 free teller-assisted	25	12 (incl. 4 teller-assisted)
Charge for each additional debit transaction (any type unless specified) over the monthly limit	Not applicable	\$1.50/teller assisted transaction	\$1.00	\$1.00
1% Money Back	Not applicable	Included	Not applicable	Not applicable
Monthly Recordkeeping Options & Fees				
Paperless	Free	Free	Free	Free
Paper Statement	\$2.00	\$2.00	\$2.00	Free
Paper Statement with Cheque Image Return	\$2.50	\$2.50	\$2.50	Free
Passbook	\$2.00	Not Available	\$2.00	\$2.00
Recordkeeping Related Services & Fees				
Each Passbook Statement (automatically generated after 50 transactions have been processed without a passbook update)	\$2.00	Not applicable	\$2.00	\$2.00
View each electronic image of cleared cheque (free with Paperless recordkeeping option)	\$1.50	\$1.50	\$1.50	\$1.50
Each bill payment history or mini statement at ABM	\$0.75	\$0.75	\$0.75	\$0.75
Other Banking Services/features & Fees**				
Bank The Rest Program	Free	Free	Free	Free
Scene Loyalty Rewards Program	Free	Not Available	Free	Free
Access fee for each withdrawal at non-Scotiabank ABM (<i>Interac</i>)	\$1.50	\$1.50 (2 free per month)	\$1.50	\$1.50
Access fee for each withdrawal at VISA® or PLUS® System (within Canada & U.S.)	\$3.00	\$3.00	\$3.00	\$3.00
Access fee for each withdrawal at VISA® or PLUS® System (outside Canada & U.S.)	\$5.00	\$5.00	\$5.00	\$5.00
Each assisted telephone transaction	Free	Free	Free	Free
<i>Scotia</i> InfoAlerts	Free	Free	Free	Free
Each <i>Interac</i> e-Transfer	\$1.00	\$1.00	\$1.00	\$1.00
Each Cross Border (NYCE) Debit	\$1.00	\$1.00	\$1.00	\$1.00
Overdraft Protection fee for each month the account is overdrawn (subject to approval)	\$5.00	\$5.00	\$5.00	\$5.00

** In addition to the account debit transaction fee, where applicable.

For additional information, please refer to the 'Other Banking Services and Fees' section in this booklet.

Special Feature Plans

Getting There Savings Program[®] for Youth

The *Getting There Savings Program* account is available to customers under 19 years of age. It is an excellent way for minors to learn the basics of good money management by saving each month.

- Funds in the account belong to the minor account holder.
- If a parent(s)/guardian(s) opens the account, the signing authority for the parent(s)/guardian(s) will continue indefinitely until the parent(s)/guardian(s) (at any time) or the minor (after the minor's 16th birthday) make arrangements in writing to cancel the parent's/guardian's signing authority. The minor may request signing authority, without the parent(s)/guardian(s) consent, when he/she turns 16 years of age. For account(s) opened before December 31, 2004, the parent(s) or guardian(s) must be present to transfer signing authority.
- When the account holder turns 19 years of age, the account will automatically be converted to an account that is suitable based on the account holder's recent transaction behavior. Account holders are reminded by mail prior to conversion and have the option to change their account type.

Interest

The interest rate varies based on the balance in your account. Interest is paid on the portion of the daily closing balance within the specific tier and paid monthly.

We may alter the Getting There Savings Program for Youth services and features at any time.

Note: For additional information on services and charges relating to this account, please refer to the Chart on page 16 and the 'Other Banking Services and Fees' section in this booklet.

Student Banking Advantage[®] Plan

If you're attending a university, community college, or another recognized post-secondary school in Canada, you can take advantage of this plan. This plan is available only for full-time students registered in a course for credit.

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 each academic year prior to November 30th. When you are no longer enrolled full-time or you have not presented proof of enrolment, the plan will be removed and the account will automatically be converted to an account that is suitable to you based on your recent transaction behavior. You will be reminded by mail (each October, if necessary) to provide your proof of enrollment and will be advised of the pending change to your account type.

-
- When it's time to buy a car, graduating students may be eligible for Scotiabank's special Grad Auto Loan Program (subject to approval).
 - A *Learn*® VISA* card for students with a credit limit of \$500 to \$2,000 and no annual fee (subject to credit approval).
 - A SCENE‡ VISA* card with a credit limit of \$500 to \$2,000 and no annual fee (subject to credit approval).

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

Interest

No interest is paid on this account.

We may alter the Student Banking Advantage Plan benefits and services we offer at any time.

Note: For additional information on services and charges relating to this account, please refer to the Chart on page 16 and the 'Other Banking Services and Fees' section in this booklet.

Seniors' Discount

Customers aged 60 or older automatically receive a discount of up to \$4.00 off the applicable Monthly Account Fee.

The following accounts are eligible for the Seniors' Discount:

- Basic Banking Account
- Basic Banking Plan
- *Scotia One* Account
- *Scotia* Moneyback Account
- *Scotia* U.S. Dollar Daily Interest Account
- EURO Daily Interest Savings Account
- *Powerchequing* Account (no longer offered for sale)
- *Scotia* Value Account (no longer offered for sale)
- *Scotia One* Service (no longer offered for sale)

The Seniors' Discount amount is credited to each eligible account on the same day that Monthly Account Fees are collected.

The Seniors' Discount can not be combined with any other discount or fee waiver; only the largest of multiple discounts/waivers will apply.

We may alter the Seniors' Discount at any time.

Note: For additional information on services and charges relating to these accounts, please refer to the Charts on pages 13 and 20 and the 'Other Banking Services and Fees' section in this booklet.

Special Feature Plans – At a Glance	Under Age 19	Fulltime Student
	<i>Getting There Savings Program® for Youth (page 14)</i>	<i>Student Banking Advantage® Plan (page 14)</i>
Core Account Features & Fees		
Monthly Account Fee	Free	Free
No. of debit transactions (any type, unless specified) included in the monthly fee	Unlimited	Unlimited
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	Free	\$2.00
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	\$1.50
Each bill payment history or mini statement at ABM	\$0.75	\$0.75
Other Banking Services/features & Fees**		
Bank The Rest Program	Free	Free
Scene Loyalty Rewards Program	Free	Free
Access fee for each withdrawal at non-Scotiabank ABM (<i>Interac</i>)	\$1.50	\$1.50
Access fee for each withdrawal at VISA* or PLUS* System (within Canada & U.S)	\$3.00	\$3.00
Access fee for each withdrawal at VISA* or PLUS* System (outside Canada & U.S)	\$5.00	\$5.00
Each assisted telephone transaction	Free	Free
<i>Scotia</i> InfoAlerts	Free	Free
Each <i>Interac</i> e-Transfer	\$1.00	\$1.00
Each Cross Border (NYCE) Debit	\$1.00	\$1.00
Overdraft Protection fee for each month the account is overdrawn (subject to approval)	Not Available	\$5.00

¹ No fees to transfer funds to your other Scotiabank accounts using Self-Service banking options.

** In addition to the account debit transaction fee, where applicable.

For additional information, please refer to the 'Other Banking Services and Fees' section in this booklet.

Supplement to the Day-to-Day Banking Companion Booklet

Scotiabank Momentum Savings Account

The Scotiabank Momentum Savings Account is a no monthly fee, high interest savings account that pays you twice – first with regular daily interest and then with extra interest just for keeping your money saved. This account is not available to non-residents and is not available for registered plans.

Interest

Amounts held in this account may earn two types of interest: Regular Interest and Momentum Savings Premium. The total annual interest rate (the “Momentum Savings Rate”) is an aggregate of the Regular Interest Rate and the Momentum Savings Premium Rate (both as defined below).

Regular Interest

Regular Interest is calculated daily and paid monthly. The annual interest rate used to calculate Regular Interest (the “Regular Interest Rate”) is based on the tier within which your daily account closing balance (the “daily balance”) falls. The Regular Interest Rate for a tier is applied daily to the entire daily balance. Refer to Current Rates on www.scotiabank.com for current Regular Interest Rates and tiers, which are subject to change.

Momentum Savings Premium

The Momentum Savings Premium is calculated daily when your daily balance is equal to or greater than the minimum balance required to earn the Momentum Savings Premium. It is calculated by applying the applicable annual interest rate (the “Momentum Savings Premium Rate”) to the daily balance.

Refer to Current Rates on www.scotiabank.com for current Momentum Savings Premium Rates and tiers, which are subject to change.

The Momentum Savings Premium will be paid at the end of each 90 day period (“Momentum Savings Premium Period”) during which (i) you do not initiate or permit any debit transaction, and (ii) your daily balance does not fall below the minimum balance required.

If either, or both, of these two conditions is/are not met you will forgo any Momentum Savings Premium not yet posted to your account and no Momentum Savings Premium Period will have been completed. A new Momentum Savings Premium Period will begin the same day the daily balance is at or above the minimum balance required. However, Regular Interest will not be affected.

When a Momentum Savings Premium is posted to your account, a new Momentum Savings Premium Period will begin the next day.

Examples of debit transactions include withdrawals, transfers (including transfers to your other Scotiabank accounts), bill payments, pre-authorized payments, point of sale purchases, and transaction-related service fees.

The following agreements within the Day-to-Day Banking Companion Booklet apply to the Scotiabank Momentum Savings Account: Bank-to-Bank Transfer Agreement, the Bank The Rest® Savings Program Agreement, the Telephone/Fax/E-Mail Banking Agreement, the Deposit Account Agreement, the ScotiaCard Cardholder Agreement and Scotiabank Group Privacy Agreement. The Overdraft Protection Agreement does not apply as overdraft protection is not available for this account.

Note: For additional information on other service charges relating to this account, please refer to the ‘Account Fees at a Glance’ section at www.scotiabank.com.

Scotiabank Momentum Savings Account (cont'd)

Core Account Features & Fees	
Monthly Account Fee	Free
Seniors' Discount (credit to Monthly Account Fee)	Not applicable
Monthly account fee waiver with minimum daily closing balance maintained for the entire month	Not applicable
No. of debit transactions (any type, unless specified) included in the monthly fee	Unlimited self-service transfers ¹
Charge for each debit transaction (any type, unless specified) over the monthly limit	\$5.00 ¹
Eligible deposit for Canada Deposit Insurance Corporation (CDIC) coverage	Yes
Monthly Recordkeeping Options & Fees	
Paperless	Free
Paper Statement	Not available
Paper Statement with Cheque Image Return	Not available
Passbook	Not available
Recordkeeping Related Services & Fees	
Each Passbook Statement (automatically generated after 50 transactions have been processed without a passbook update)	Not applicable
View each electronic image of cleared cheque (free with Paperless recordkeeping option)	Free
Each bill payment history or mini statement at ABM	\$0.75
Other Banking Services/features & Fees**	
Access fee for each withdrawal at non-Scotiabank ABM (<i>Interac</i>)	\$1.50
Access fee for each withdrawal at VISA* or PLUS* System (within Canada & U.S)	\$3.00
Access fee for each withdrawal at VISA* or PLUS* System (outside Canada & U.S)	\$5.00
Each assisted telephone transaction	Free
<i>Scotia</i> InfoAlerts	Free
Each <i>Interac</i> e-Transfer	\$1.00
Each Cross Border (NYCE) Debit	\$1.00
Overdraft Protection fee for each month the account is overdrawn (subject to approval)	Not available



¹ A \$5.00 per-transaction fee applies on all debit transactions except transfers to your other Scotiabank accounts using Scotia OnLine, TeleScotia, Scotiabank Mobile Banking, Scotiabank ABM, and the Customer Contact Centre. 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.

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* Trademark of VISA International Service Association and used under license.

** In addition to the account debit transaction fee, where applicable.

Savings Accounts

Scotia Power Savings Account™

The *Scotia Power Savings Account* is an online savings account that offers a high interest rate if you plan to maintain a larger balance. It's the perfect account to save for that down-payment for a new house, home renovations, or just for a rainy day. This account is not available to non-residents and is not available for registered plans.

Interest

Amounts held in this account only earn interest if the daily closing principal balance is \$5,000 or more. For a daily closing principal balance of \$5,000 or more, interest is earned on the entire balance. Interest is calculated daily and paid monthly. Refer to Current Rates on www.scotiabank.com

Other features

- Cheques are available for purchase. Normal charges apply.
- Eligible account for Bank-to-Bank transfers (Refer to page 62 for details).
- If this account has multiple account holders, the signing arrangement is deemed to be “any to sign” and no other signing arrangement is available. Please refer to the Deposit Account Agreement for important information about the “any to sign” signing arrangement.

Note: For additional information on services and charges relating to this account, please refer to the Chart on page 20 and the ‘Other Banking Services and Fees’ section in this booklet.

Money Master® Savings Account

Earn competitive interest with an account that's simple and convenient. Interest is paid from the first dollar saved and applied to the full balance. No monthly fee and no fees to transfer funds to your other Scotiabank accounts using *Scotia OnLine* Financial Services, *TeleScotia* telephone banking, *Scotiabank* Mobile Banking and Automated Banking Machines (ABMs) and the Customer Contact Center. This account is ideal as a companion to your day-to-day bank account.

Interest

Interest is calculated daily on your account closing balance and paid monthly. The annual interest rate used to calculate interest varies based on the balance in your account. The interest rate for a tier is applied to the entire daily closing balance. Refer to Current Rates on www.scotiabank.com

Other features

- Chequing privileges are not available.
- Eligible account for Bank-to-Bank transfer. (Refer to page 62 for details)
- Eligible account to transfer the round-up amounts from the *Bank the Rest*

savings program. (Refer to page 63 for details)

- If this account has multiple account holders, the signing arrangement is deemed to be “any to sign” and no other signing arrangement is available. Please refer to the Deposit Account Agreement for important information about the “any to sign” signing arrangement.

Note: For additional information on services and charges relating to this account, please refer to the Chart on page 20 and the ‘Other Banking Services and Fees’ section in this booklet.

Foreign Currency Accounts

Scotia[®] U.S. Dollar Daily Interest Account

If you travel frequently to the United States, or make and receive payments in U.S. dollars, a U.S. Dollar account is convenient and can save you money by avoiding foreign exchange costs.

Interest

The interest rate varies based on the balance in your account. Interest is paid on the portion of the daily closing balance within the specific tier. It is calculated daily and paid monthly.

No-charge services & features

- U.S.\$ money orders and drafts
- Commission-free regular *American Express*^{®Σ} U.S.\$ Travellers Cheques

The following electronic banking services are available for this account:

- Scotiabank ABM: Balance inquiry.
- *Scotia OnLine*: Transfers to Scotiabank, SMI and iTRADE accounts; transaction listing, balance inquiry.
- *TeleScotia*: USD and CAD transfers to other Scotiabank accounts, balance inquiry.

U.S. coin is not accepted for deposit or foreign exchange. U.S. cash is subject to availability.

All service fees referenced in this brochure in connection with this account are payable in U.S. dollars when applied to services on the U.S. Dollar Daily Interest Account.

If a cheque drawn on this account is negotiated at a financial institution outside Canada, that institution may charge a fee which will be deducted from the account.

A deposit to this account does not constitute a deposit that is insured under the *Canada Deposit Insurance Corporation (CDIC) Act*.

Note: For additional information on services and charges relating to this account, please refer to the Chart on page 20 and the ‘Other Banking Services and Fees’ section in this booklet.

Scotia® Euro Daily Interest Savings Account

At this time, a *Scotia* Euro account is only accessible from your branch of account. Only teller-assisted deposit and withdrawal transactions conducted at your branch of account are allowed for this account (a “Permitted Transaction”). ABM, telephone and Internet banking services, direct payment transactions, bill payments, cheque-writing privileges, overdraft protection and any other service or transaction that is not a Permitted Transaction are not allowed on this account.

A deposit to this account does not constitute a deposit that is insured under the Canada Deposit Insurance Corporation (CDIC) Act.

Euro coin is not accepted for deposit or foreign exchange.

Interest

The interest rate varies based on the balance in your account. The interest rate for a tier is applied to the portion of the total daily closing balance that falls within the specific interest rate tier. Interest is calculated daily and paid monthly.

Service fees

- All service fees referenced in this booklet will be converted to and are payable in Euros when posted to your *Scotia* Euro Daily Interest Savings Account.

Recordkeeping options

- Passbook - No Charge

The passbook can only be updated at your branch.

Note: For additional information on services and charges relating to this account, please refer to the Chart on page 20 and the ‘Other Banking Services and Fees’ section in this booklet.

Savings Accounts – At a Glance	High Interest Savings Accounts		Foreign Currency Savings Accounts	
	<i>Scotia Power Savings Account™</i> (page 17)	<i>Money Master® Savings Account</i> (page 17)	U.S. \$ Daily Interest Account (page 18)	Euro Daily Interest Savings Account (page 19)
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	\$1.00 U.S.	€ 1.00
Eligible deposit for Canada Deposit Insurance Corporation (CDIC) coverage	Yes	Yes	No	No
Monthly Recordkeeping Options & Fees				
Paperless	Free	Free	Not available	Not available
Paper Statement	Not available	\$2.00	Free	Not available
Paper Statement with Cheque Image Return	Not available	Not available	\$2.50 U.S.	Not available
Passbook	Not available	Not available	Free	Free
Recordkeeping Related Services & Fees				
Each Passbook Statement (automatically generated after 50 transactions have been processed 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)	Free	\$1.50	Not available	Not available
Each bill payment history or mini statement at ABM	\$0.75	\$0.75	Not available	Not available
Other Banking Services/features & Fees**				
Access fee for each withdrawal at non-Scotiabank ABM (<i>Interac</i>)	\$1.50	\$1.50	Not available	Not available
Access fee for each withdrawal at VISA® or PLUS® System (within Canada & U.S)	\$3.00	\$3.00	Not available	Not available
Access fee for each withdrawal at VISA® or PLUS® System (outside Canada & U.S)	\$5.00	\$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> e-Transfer	\$1.00	\$1.00	Not available	Not available
Each Cross Border (NYCE) Debit	\$1.00	\$1.00	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 No fees to transfer funds to your other Scotiabank accounts using *Scotia Online*, *TeleScotia*, *Scotiabank Mobile Banking* and *Scotiabank ABM*. For all other debit transactions (branch or ABM withdrawals, direct payment purchases, bill payments and pre-authorized payments), a \$5.00 per transaction fee will apply. ** In addition to the account debit transaction fee, where applicable.

For additional information, please refer to the 'Other Banking Services and Fees' section in this booklet.

Other Banking Services and Fees

While our accounts and special feature plans include a variety of banking services in the monthly fee, you may occasionally need other banking services. When the services you need are not included in the account package, there is a fee for these services. We don't want you to be surprised when you receive your statement, update your passbook or come into one of our branches when you need any of these services so we're listing them here for you.

If you change your account in the middle of a month to an account with a different fee structure, all the transactions in your account during that month (including those that happened before the change) will be subject to the fees charged to the account type you have at the end of that month.

The fees applicable to U.S. dollar accounts or Euro accounts are in U.S. dollars or Euro currency, respectively. Internal Branch debit transactions (e.g., Scotiabank mortgage, SPL payments, Safety Deposit Box payment) and Scotiabank investment purchases (e.g. GICs, mutual funds) are processed free of charge.

Cheque and Payment Processing Service Fees

Scotiabank Cheque Certification

- If requested by issuer	\$15.00
- If requested by non-issuer who is a Scotiabank customer	\$15.00

Stop payment of cheque or pre-authorized debit

- If details are complete	\$12.50
- If details are incomplete	\$20.00

For each cheque in a foreign currency drawn on a Canadian Dollar account where the Canadian equivalent of the cheque amount is

under \$1,000	\$10.00
\$1,000 and over	\$15.00

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
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Teller-handled bill payment

(not applicable for payments to the Canada Revenue Agency (CRA) or Federal Government)

Processed through a Scotiabank account	no charge (debit transaction fee applies)
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Paid in cash or by cheque drawn on another Financial Institution	\$3.00
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Processing postdated deposit*	\$5.00 per deposit
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Processing mailed-in deposit	\$2.00 per deposit
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* A postdated deposit received by mail is subject to the \$5.00 fee only.

Personalized Cheques

Prices for personalized cheques on accounts that offer chequing services vary depending upon the style and quantity. Details are available at your branch. Please note that cheques are subject to applicable taxes.

Fees for Other Recordkeeping and Searches

If you need help updating your personal banking records in addition to passbook and statement services, we provide the following services:

Service fees

Balance inquiry	No charge
Passbook update at selected Scotiabank ABMs	No charge
Each in-branch record of activity in your account since last statement/passbook update	\$1.00
Letter(s) or forms(s) prepared at customer's request	\$30.00 per hour (\$15.00 minimum plus applicable taxes)
Each copy of account statement you request	\$5.00
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 cleared through your account, the cheque image retrieval fees are as follows:

- If your request is within 90 days from the date the cheque was posted to your account	\$3.00 per cheque image
- If your request is after 90 days from the date the cheque was posted to your account	\$5.00 per cheque image

If you ask us to search our records for any transaction or item not listed above or if we are required to respond to a legal search warrant by a third party about your transactions, the fees are as follows:

- If the request is no more than 90 days from the date of the transaction	\$10.00 per item
- If the request is <i>after</i> 90 days from the date of the transaction	\$30.00 per hour per employee (minimum \$15 charge)

Transfers

Each automatic pre-arranged transfer of funds between your Scotiabank personal Canadian Dollar deposit accounts (debit transaction fee applies)

free

Each manually processed pre-arranged transfer of funds between your Scotiabank personal deposit accounts (debit transaction fee applies)

\$1.50

Each transfer by branch staff between your 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

Stop transfer more than 24 hours after sending

\$5.00

Wire Transfers

Incoming Wire Transfer identified as 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.*

Overdraft Protection

If you want the peace of mind of knowing your payments are covered when you have a temporary cash shortfall, then you should consider applying for Overdraft Protection. It is available on all bank accounts except *Getting There Savings Program* for Youth, *Scotia U.S. Dollar Daily Interest Account*, *Scotia Euro Daily Interest Savings Account*, *Scotia Power Savings Account* and the *Money Master Savings Account*. The Overdraft Protection Agreement is provided on page 58 of this booklet. The service fees are listed here.

Service fees & interest

- No monthly fee if the account does not go into overdraft
- A \$5.00 Overdraft Protection fee applies each month in which your account is overdrawn a day or more. This fee is waived if the Overdraft Protection is approved under the *Scotia Total Equity*® Plan.
- Interest payable on overdrawn balances is calculated daily on the daily closing overdrawn balance at 19% per annum, charged monthly
- A \$5.00 handling fee applies for each item paid while your account is overdrawn more than the pre-authorized limit

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.

Repaying your Overdraft Protection

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

Overdrafts granted in absence of Overdraft Protection (Ad-hoc coverage of Overdraft)

From time to time, at our sole discretion, we may allow your account to be overdrawn even though you do not have Overdraft Protection (Ad-hoc coverage of Overdraft). We may use and collect from credit bureaus credit information about you in order to decide whether to grant you an Ad-hoc overdraft. Any Ad-hoc overdraft balance is payable in full immediately.

Interest

Interest is calculated daily on the daily closing Ad-hoc overdraft balance at 21% per annum and charged monthly.

Service fees

In addition to normal transaction fees, a \$5.00 handling fee applies for each item which places your account in an Ad-hoc overdraft position and for each additional item that is paid while an Ad-hoc overdraft balance is outstanding.

Inactive Accounts

Inactive Account Notices will be mailed to you after two, five and nine years of inactivity. Following are the Inactive Account Fees charged after each applicable period of inactivity:

After 2 year notice of inactivity (excluding <i>Money Master</i> and <i>Scotia Power Savings Account</i>)	\$20.00
After 3 years of inactivity	\$20.00
After 4 years of inactivity	\$20.00
After 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 9 year notice of transfer to the Bank of Canada (Transfer to the Bank of Canada after 9 years of inactivity does not apply to U.S. dollar and Euro currency deposits)	\$40.00

Account Closing

Account closed within 90 days of opening¹ \$20.00

¹ Customers who open an account by telephone have 14 business days in which to close the account without incurring this fee

Loyalty Programs

Bank The Rest[®] savings program

Each time you buy something with your *ScotiaCard*, we'll round your purchase to the nearest multiple of \$1.00 or \$5.00 and transfer the difference from this account to your linked *Money Master* account.

Service fees

- No charge.

SCENE^{®**} movie rewards points

Earn SCENE^{®**} points on ALL your everyday debit purchases with a SCENE *ScotiaCard* debit card.**

- Earn 1 SCENE point for every \$5 in debit purchase transactions using your SCENE *ScotiaCard*[®] debit card at any merchant
- Earn 1 SCENE point for every \$1 spent using your SCENE *ScotiaCard* debit card at participating Cineplex Entertainment^{®^} theatres*

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

** In the event of a return and/or exchange of any purchase for which SCENE points were allocated, SCENE

points will be deducted automatically from your SCENE membership account.

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

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

Self-Service Banking Options

Online banking, mobile banking, Scotiabank ABMs* and telephone banking offer you the convenience of paying bills, checking your balance and transferring funds to other Scotiabank accounts anytime you choose.

These options can help you cut down on your banking fees. Linking your accounts to your *ScotiaCard* banking card can make these fee-saving options available to you. Simply visit your branch to obtain your *ScotiaCard* banking card - and then start taking advantage of these easy ways to cut your fees down to size.

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

Scotia OnLine® Financial Services^{††}

Banking online with *Scotia OnLine* Financial Services gives you control of your money so you can bank on your time, conveniently and securely. All you need is your *ScotiaCard* banking card and a password to connect with your accounts from anywhere you have Internet access.

To register for *Scotia OnLine*, visit www.scotiaonline.scotiabank.com

†† Online banking capability requires a personal computer, modem and Internet access. Excludes any fees charged by your Internet service provider.

Scotiabank Mobile Banking^{†††}

Bank conveniently and securely anytime, anywhere with Scotiabank mobile banking. We offer mobile apps and browser banking so you can access your accounts in the manner that suits you best. All you need is your *ScotiaCard* banking card and *Scotia OnLine* password.

App banking^{†††}

Visit Apple's App Store^{®1} or Google Play or BlackBerry World and search for Scotiabank to download our apps.

Browser banking^{†††}

Browser banking offers the same functionality as Scotiabank's mobile banking apps. Simply go to scotiabank.com on your smartphone and select Mobile Banking Login.

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

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

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

Scotia® InfoAlerts

Get account notifications by text message, email, or both with *Scotia* InfoAlerts. Be notified about account-related activities like balances, transactions, limits and more. Choose from over 15 different alert types. To learn more on how to register visit www.scotiabank.com/infoalerts

Service fees

- Scotiabank offers InfoAlerts at no charge. Your wireless carrier's standard text messaging fees apply.

Scotiabank Automated Banking Machines (ABMs)

Whether you're running around town or around the world, your *ScotiaCard* banking card is the key to convenient access to your money. There are nearly 4,000 Scotiabank ABMs located across Canada, including at 7-Eleven, Shell, Couche-Tard and Quickie convenience stores, Cineplex Theatres, and offsite merchants**.

Multilingual Options

At Scotiabank ABMs, the choice is yours. In addition to English and French, we now offer simplified and traditional Chinese and Spanish at our Scotiabank Branch ABM locations.

Cashback feature

- No holds on cheques deposited at Scotiabank ABMs, up to a pre-authorized limit.
- No additional charge to you and must be set up on your *ScotiaCard* banking card at a branch or by calling 1-800-4SCOTIA (1-800-472-6842).

Global ATM Alliance Fee Waiver²

Scotiabank is a founding member bank of the Global ATM Alliance. *ScotiaCard* banking card and Scotiabank VISA* customers travelling outside Canada can withdraw cash from ATMs belonging to member banks of the Global ATM Alliance without being charged any access fees.

At the time of publication, member banks 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. Countries and member banks are subject to change without notice. Please check www.scotiabank.com for an up-to-date list of member banks before you travel.

Access Fees for Shared ABM Services

(using banking machines on the *Interac*, VISA* or PLUS* systems)

For cash withdrawals from a day-to-day bank account (chequing or savings) using a *ScotiaCard* banking card and PIN:

- *Interac* (Canada Only): \$1.50¹
- VISA* or PLUS* System (U.S. Only): \$3.00¹

- VISA* or PLUS* System (Outside Canada and the U.S.): \$5.00¹

For VISA* credit card cash advances using a Scotiabank VISA credit card or *ScotiaCard* banking card and PIN:

- Scotiabank ABMs: \$2.50
- *Interac* (Non-Scotiabank ABMs, Canada Only): \$2.50
- VISA or PLUS System (Outside Canada): \$5.00

*** Scotiabank ABMs at Shell, 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.*

² *By "Access Fee Waiver" we mean Scotiabank will waive the international ABM/ATM access fee and the alliance member bank will waive any terminal convenience or usage fees for any withdrawal transactions performed at Global ATM Alliance machines with your ScotiaCard banking card or Scotiabank VISA credit card. All other transaction fees will continue to apply. All regular account fees continue to apply. Scotiabank American Express Cards are excluded from the Global ATM Alliance Fee Waiver program.*

TeleScotia® Telephone Banking Service

TeleScotia telephone banking is available toll-free across North America by calling:

1-800-267-1234 (English)

1-800-575-1212 (French)

Register by selecting the appropriate menu prompt when you call *TeleScotia* telephone banking. You will be asked to select an access code, which you will use with your *ScotiaCard* banking card number to log into the system.

Representatives are available to assist with your transactions 24 hours a day, 7 days a week.

Interac⁺ e-Transfers

You can send money quickly and securely using an *Interac* e-Transfer to anyone with a Canadian bank account^{***}. All you need to know is their email address. Visit www.scotiabank.com to learn more.

Service fees

- \$1.00 per transfer.
- Each transaction will count towards your monthly transactions as specified in your account plan and all regular account fees will apply.

**** Service fees, in addition to regular debit service fees, apply. To receive an e-Transfer immediately, the recipient must bank online with a participating bank. Otherwise, their account must be with a CPA member financial institution, and they may experience a delay and be charged a service fee when receiving the funds.*

Shop Online with your ScotiaCard!

VISA* Debit (available on selected ScotiaCards) VISA*

Shop online, by mail or telephone order with a *ScotiaCard* with VISA Debit anywhere you see the VISA or VISA Debit symbol at the online checkout and your purchase

Features – At a Glance	<i>Scotia OnLine</i>	Mobile Banking (D2D and Small Business Accounts)	ABM*	<i>TeleScotia</i>
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 (Paperless Recordkeeping)	✓	✓		
3 months of account history	✓			
Obtain a payment history of last 10 bills paid	✓	✓	✓ service charge of 0.75\$ applies	✓
Obtain a mini- statement			✓ service charge of 0.75\$ applies	
View electronic images of cheques	✓ Paperless option: free All other options: \$1.50 fee	✓ Paperless option: 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> 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	✓	✓	✓	✓
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	✓	✓		
Download Quicken\$, QuickBooks, Microsoft Money*** & Simply Accounting***	✓			
No access fees‡*	✓	✓ Standard wireless carrier charges apply.	✓	✓ Fee for assisted telephone transactions is \$1.50/transaction ‡
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 U.S. and many foreign countries and

are used with permission. Scotiabank is an authorized agent facilitating Western Union Money Transfer Services. Western Union Money Transfer fees vary based on amount sent and destination.

‡* Each additional debit transaction not covered by monthly fee is charged as specified in individual account plan.

‡ This fee is only charged if a TeleScotia telephone banking service representative completes the transaction on your behalf. There is no charge if you require assistance to use the automated system.

comes directly out of your preselected bank account! It's that easy! Visit www.scotiabank.com/visadebit to learn more.

** Trademark of Visa International Service Association and used under license.*

Service fees

Each transaction will count towards your monthly transactions as specified in your account plan and all regular account fees will apply.

Interac[†] Online (available on non-VISA Debit ScotiaCards) 

Shop online with selected *ScotiaCard* debit cards and enjoy more convenience, safety and security! Get immediate and real time access to your money to pay for your online purchase with your debit card directly from your bank account.

Look for the *Interac* Online symbol and you can make purchases with your *ScotiaCard* debit card and a *Scotia OnLine* Financial Services password. To use *Interac* Online, you must be activated for *Scotia OnLine* Financial Services. To learn more about *Interac* Online, visit www.scotiabank.com.

Service fees

Each transaction will count towards your monthly transactions as specified in your account plan and all regular account fees will apply.

†Interac and the Interac logo are trademarks of Interac Inc. Used under license.

Cross Border Debit

Enjoy the convenience, safety, and security of using your *ScotiaCard* debit card at stores in the United States just like you do in Canada using VISA or NYCE.

VISA^{*} Debit (Available on selected ScotiaCards) VISA^{*}

Look for the VISA symbol when shopping in the United States or internationally and you can use your *ScotiaCard* with VISA Debit to pay for purchases directly from your bank account. There are no additional transaction fees for using VISA Debit!

Note: Transactions will default to your preselected bank account on purchases made with VISA Debit.

** Trademark of Visa International Service Association and used under license.*

ScotiaCard with NYCE (available on non-VISA Debit ScotiaCard) 

Look for the NYCE symbol when shopping in the United States and you can make purchases directly from your bank account using your *ScotiaCard* banking card and PIN. To obtain a list of retailers that use the NYCE network, you can visit the NYCE website at http://www.nyce.net/consumers/retailer_list.html.

Note: The default account for the cross border debit service is the chequing account. If you do not have a chequing account set up on your *ScotiaCard* banking card, our system will automatically search for a savings account to process the transaction.

Service fees

- \$1.00 per transaction
- Each transaction will count towards your monthly transactions as specified in your account plan and all regular account fees will apply.

General Fees

Each Canadian or U.S. Dollar Money Order	\$7.50
Each draft, any currency	\$7.50
Foreign currency items negotiated (clean bills, cheques, money orders, drafts, transfers etc.)	\$2.00 per item
Regular <i>American Express</i> Travellers Cheques	1.25% commission of face value (\$3.00 minimum fee)
<i>American Express</i> Cheques for Two (available in U.S. dollars only)	1.75% commission of face value (\$3.00 minimum fee)
<i>American Express</i> Gift Cheques (available in Canadian Dollars only)	3% commission of face value (\$3.00 minimum fee)

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
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

Other Fees

Key Replacement: \$25.00

Lock Drilling: \$200.00

** Plus GST, HST, QST as required by Federal and Provincial legislation. Scotiabank's GST/HST Registration Number is R105195598 and the QST number is 1000042508.

Resolving Your Complaint

Step One:

Talk to the people at your Branch or Service Centre.

If the person you speak to at the branch/service centre where you do business is not able to resolve your concern to your satisfaction, please speak directly to the Manager, who has the authority to resolve the majority of problems that arise.

Step Two:

Contact the Office of the President.

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

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

Step Three:

Contact Scotiabank's Ombudsman.

Scotiabank's Ombudsman, who reports directly to our CEO, has been appointed to undertake an impartial review 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.

- **Mail** Scotiabank Ombudsman
 44 King Street West
 Toronto, ON M5H 1H1
- **Fax** **1-866-787-7061**
- **e-mail** **ombudsman@scotiabank.com**
- **Telephone** **1-800-785-8772** (in Toronto **416-933-3299**)

Still not satisfied?

There is the Ombudsman for Banking Services and Investments (OBSI)

An independent Ombudsman has been appointed to serve the interests of customers of Canadian banks and investment firms. If you are not satisfied with our Ombudsman's response, you can refer your complaint to the OBSI. 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 OBSI.

- **Mail** Ombudsman for Banking Services and Investments
401 Bay St. Suite 1505
P.O. Box 5
Toronto, ON M5H 2Y4
- **Fax** 1-888-422-2865
- **e-mail** ombudsman@obsi.ca
- **Telephone** 1-888-451-4519

Contacting 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 provide 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 acceptable identification is presented. If you have a complaint about such a regulatory matter, you can contact the FCAC in writing at:

Financial Consumer Agency of Canada
6th Floor, Enterprise Building
427 Laurier Avenue West
Ottawa, Ontario K1R 1B9

By telephone at **1-866-461-3222** (French **1-866-461-2232**) or through its website at **www.fcac-acfc.gc.ca**

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 or from the branch with which you are dealing.

- **CBA Code of Conduct for Authorized Insurance Activities**
Industry standards for bank representatives offering credit, travel and personal accident insurance products in Canada.
- **Canadian Code of Practice for Consumer Debit Card Services**
Industry and consumer practices and responsibilities related to the use of debit cards in Canada.
- **Code of Conduct for the Credit and Debit Card Industry in Canada**
- **Guidelines for Transfers of Registered Plans**
Industry standards for the transfer of deposit type registered savings plans between financial institutions.
- **Low-Fee Retail Deposit Account Memorandum of Understanding**
A commitment to provide a standard low-fee account to consumers.
- **Model Code of Conduct for Bank Relations with Small and Medium Sized Businesses**
Industry standards for bank dealings with small- and medium-sized businesses.
- **Online Payments**
Industry and consumer practices and responsibilities related to the use of *Interac Online*.
- **Plain Language Mortgage Documents – CBA Commitment**
A commitment to ensure the readability of residential mortgage documents.
- **Principles of Consumer Protection for Electronic Commerce: A Canadian Framework**
A guide to protecting consumers in online transactions.
- **Undertaking: Principal Protected Notes Regulations**
A commitment to provide cancellation rights to consumers who purchase principal protected notes by electronic means or by telephone.
- **Undertaking on Unsolicited Services**
Industry standards related to the marketing and provision of new unsolicited services and the provision of modified or replacement services.
- **VISA E-Promise**
A commitment to assist consumers in getting their money back for unsatisfactory purchases made online, by phone or by mail.
- **VISA Zero Liability Policy**
A commitment that consumers will pay nothing for certain fraudulent VISA debit card or credit card transactions.
- **Voluntary Commitment - Reduced Cheque Hold Periods**
A commitment to reduce the maximum cheque hold period.

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.

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.

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® 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 the Day to Day Banking Companion 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 from your bank Accounts, and advances from your credit card Accounts, by using your *ScotiaCard* are as indicated on your *ScotiaCard* Banking Access Enrolment/Maintenance Form;

-
- Direct Payment limits and the Cashback limit are as indicated on your *ScotiaCard* Banking Access Enrolment/Maintenance Form.
 - ABM deposit
 - \$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 Enrolment/Maintenance Form.
 - Online Purchase Limit (includes Card Not Present Transactions and *Interac* Online transactions)
 - as indicated on your *ScotiaCard* Banking Access Enrolment/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.

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. If you requested to have the *Interac* Flash enabled on your current *ScotiaCard* any replacement *ScotiaCards* will also have the *Interac* Flash feature enabled.

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 liable for all debts, withdrawals, 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;
 - 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 and Scotiabank American Express card Accounts for the following foreign currency transactions on those Accounts:

- Cash advances from designated ABMs that are outside of Canada.

For foreign currency transactions, 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. 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., ACXSYS Corporation, 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 VISA Debit on your *ScotiaCard* will be subject to a fee equal to 2.5% of the converted Canadian dollar amount which will be added to the amount of the transaction.
- Foreign currency transactions on your bank Accounts using your *ScotiaCard*, other than VISA Debit transactions, are subject to a fee that is calculated by adding 0.025 to the exchange rate.
- 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 and conditions may be given to you in any of the following ways:

- a notice addressed to you at your last address in our records;
- a notice prominently displayed at all Scotiabank ABMs;
- 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 Automated Banking Services 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 the applicable Account-level agreements and documentation. Examples of Account-level agreements include the Revolving Credit Agreement (for credit Accounts), the Day-to-Day Banking Companion Booklet (for personal banking Accounts), the Business Banking Services Agreement (for business banking Accounts) and any other agreements, documentation or terms and conditions that apply to your Accounts.

If there is a conflict between this Agreement and the Account-level agreements, documentation or terms and conditions, the *ScotiaCard* Cardholder 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

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* Trademark of VISA International Service Association and used under license.

American Express is a registered trademark of American Express. This credit card program is issued and administered by The Bank of Nova Scotia under license from American Express.

**Interlink is a registered trademark of VISA International Service Association used under license.

†† Online banking capability requires a personal computer, modem and Internet access.

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

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Scotiabank Group Privacy Agreement

Your privacy is important to Scotiabank. This Agreement sets out the information practices for Scotiabank Group Members† in Canada, including what type of information is collected, how the information is used, and with whom the information is shared.

This Agreement may be amended from time to time. (See “Further Information”, below, for an explanation of how we will advise you of any future changes.)

In this Agreement, “we”, “our”, “us” and “Scotiabank” mean, as applicable, any Scotiabank Group Member or the collective Scotiabank Group† and include any program or joint venture any of these parties participates in; “you” and “your” mean an individual who has made application to us for, enrolled in or signed an application in respect of any personal or business banking, insurance, brokerage or financial product or service offered by us (“Service”), including any coapplicants, guarantors or personal representatives.

Collecting, using and disclosing your information

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

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

- Your name, address, telephone number, nature of your principal business or occupation and date of birth, which is required by law;
- Identification, such as a valid driver’s license or passport. We may also ask for documents such as a recent utility bill to verify your name and address;
- Your annual income, assets and liabilities and credit history;
- Information about your transactions, including payment history, account activity and how you intend to use the account or Service and the source of any incoming funds or assets;
- Information we may need in order to provide you with a Service such as health information if you are applying for certain insurance products. In some instances, providing this information is optional;
- Information about third parties such as your spouse if you are applying for certain Services, where this information is required by law; and
- Information about beneficial owners, intermediaries and other parties, which is required by law.

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

We may collect your personal information, and use it, and disclose it to any person or organization for the following purposes:

- To confirm your identity;
- To understand your needs;
- To determine the suitability of our Services for you;
- To determine your eligibility for our Services;
- To set up, manage and offer Services that meet your needs;
- To provide you with ongoing Service;
- To satisfy legal and regulatory requirements that we believe are applicable to us, including the requirements of any selfregulatory organizations to which we belong;
- To help us collect a debt or enforce an obligation owed to us by you;
- To respond to a court order, search warrant or other demand or request which we believe to be valid, or to comply with the rules of production of a court;
- To manage and assess our risks;
- To investigate and adjudicate insurance claims; and
- To prevent or detect fraud or criminal activity or to manage and settle any actual or potential loss in connection with fraud or criminal activity.

When we collect your health information for the purpose of providing an insurance Service, we will use that information strictly for that purpose. (See below for more information.) We do not provide directly all the services related to your relationship with us. We may use third party service providers to process or handle personal information on our behalf and to assist us with various services such as printing, mail distribution and marketing, and you acknowledge that we may release information about you to them. Some of our service providers are located outside of Canada. As a result, your personal information may be accessible to regulatory authorities in accordance with the law of these jurisdictions. When personal information is provided to our service providers, we will require them to protect the information in a manner that is consistent with Scotiabank Group privacy policies and practices.

2. We may collect, use and disclose your Social Insurance Number (SIN) for income tax reporting purposes, as required by law. In addition, we may ask you for your SIN to verify and report credit information to credit bureaus and credit reporting agencies as well as to confirm your identity. This allows us to keep your personal information separate from that of other customers, particularly those with similar names, and helps maintain the integrity and accuracy of your personal information. You may refuse to consent to its use or disclosure for purposes other than as required by law.

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3. We may verify relevant information you give us with your employer or your references and you authorize any person whom we contact in this regard to provide such information to us. If you apply for or enroll in a Service and during the time you have the Service, we may consult various financial service industry databases or private investigative bodies maintained in relation to the type of Service you have applied for, enrolled in or have. You also authorize us to release information about you to these databases and investigative bodies. In Canada, investigative bodies are designated under the regulations of the Personal Information Protection and Electronic Documents Act (PIPEDA) and include such organizations as the Bank Crime Prevention and Investigation Office of the Canadian Bankers Association and the Investigative Services Division of the Insurance Bureau of Canada.
 4. You agree that we may monitor or record any telephone call we have with you. The content of the call may also be retained. We may inform you before proceeding with the call of this possibility. This is to establish a record of the information you provide, to ensure that your instructions are followed properly and to ensure customer service levels are maintained.
 5. Scotiabank may use video surveillance in and around our branches, bank machines and other locations for the purpose of: safeguarding our clients and employees; and protecting against theft, fraud and vandalism. Any video images recorded are destroyed when they are no longer required for business or other purposes, and any personal information is safeguarded in accordance with this Agreement.
 6. If you have a Service with us, we may use, disclose to and collect from credit bureaus or financial service industry databases, credit and other information about you in order to offer you pre-approved credit products or margin facilities. We may also do this after the Service has ended. You may withdraw your consent at any time by giving us reasonable notice (see below).
 7. We may give information (except health information) about you to other members of the Scotiabank Group (where the law allows this) so that these companies may tell you directly about their products and services. The Scotiabank Group includes companies engaged in the following services to the public: deposits, loans and other personal financial services; credit, charge, debit and payment card services; full service and discount brokerage services; mortgage loans; trust and custodial services; insurance services; investment management and financial planning services; and mutual funds investment services. This consent will also apply to any companies that form a part of the Scotiabank Group in the future. You also agree that we may provide you with information from third parties we select. Your consent to this is not a condition of doing business with us and you may withdraw it at any time (see below).

For a list of Scotiabank's affiliates and subsidiaries in Canada, please refer to the *Public Accountability Statement/Corporate Social Responsibility Report* available at any Scotiabank branch or on the Scotiabank website at www.scotiabank.com.

8. We may ask you for contact information such as your telephone, mobile or fax number or email address, and keep and use this information as well as disclose it to other members of the Scotiabank Group so that we or any of these companies may contact you directly through these channels for the purpose of marketing, including telemarketing. This consent will also apply to any companies that form a part of the Scotiabank Group in the future. Your consent to this is not a condition of doing business with us and you may withdraw it at any time (see below).
9. If we sell a company in the Scotiabank Group or a portion of the business of a Scotiabank Group Member, we may release the information we hold about you to the prospective purchaser. We will require any prospective purchaser to protect the information provided and to use it in a manner that is consistent with Scotiabank Group privacy policies and practices.
10. We may keep and use information about you in our records for as long as it is needed for the purposes described in this Agreement, even if you cease to be a customer.
11. You agree that all information that you give us will, at any time, be true and complete. If any personal information changes or becomes inaccurate or out of date, you are required to advise us so we can update our records.

Refusing or withdrawing consent

Subject to legal, regulatory and contractual requirements, you can refuse to consent to our collection, use or disclosure of information about you, or you may withdraw your consent to our further collection, use or disclosure of your information at any time in the future by giving us reasonable notice. However, depending on the circumstances, withdrawal of your consent may prevent us from providing you, or continuing to provide you, with some Services or information that may be of value to you.

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

You cannot refuse our collection, use and disclosure of information required by third party service providers essential for the provision of the Services or required by our regulators, including selfregulatory organizations. Some of our service providers are located outside of Canada. As a result, your personal information may be accessible to regulatory authorities in accordance with the law of these jurisdictions.

You can tell us at any time to stop using information about you to promote our Services or the products and services of third parties we select, or to stop sharing your information with other members of the Scotiabank Group. If you wish to refuse consent

or to withdraw consent as outlined in this Agreement, you may do so at any time by contacting the branch or office with which you are dealing or by calling us toll-free.

Scotiabank	1-800-4SCOTIA
ScotiaMcLeod and Scotia Private Client Group	1-866-437-4990
ScotiaLife Financial	1-800-387-9844
Scotia iTRADE®	1-888-872-3388

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

When you apply for, accept, or guarantee a loan or credit facility or otherwise become indebted to us, and from time to time during the course of the loan or credit facility, we may use, give to, obtain, verify, share and exchange credit and other information (except health information) about you with others including credit bureaus, mortgage insurers, creditor insurers, reinsurers, registries, other companies in the Scotiabank Group and other persons with whom you may have financial dealings, as well as any other person as may be permitted or required by law. We may do this throughout the relationship we have with you. You also authorize any person whom we contact in this regard to provide such information to us.

If you have a VISA* account with us or a line of credit with an access card, we may give information (except health information) about you to VISA Canada Association, VISA International Service Association and their employees and agents, for the purpose of processing, authorizing and authenticating your VISA card or access card transactions, providing you with customer assistance services, and for other purposes related to your VISA account or line of credit. We may also give this information in respect of your participation in contests and promotions administered by the Association on our behalf.

If you have a Service with us such as a *ScotiaCard*® banking card, we may give information (except health information) about you when you use your *ScotiaCard* banking card to electronic payment service providers, debit card networks, loyalty program partners and their respective employees and agents for the purpose of processing, authorizing and authenticating your debit card transactions, providing you with customer assistance services and for other purposes related to your Services. We may also give this information in respect of your participation in contest and promotions administered by the electronic payment service providers, debit card networks, and loyalty program partners on our behalf.

If you have a mortgage account with us, we may give information about you, including credit information, to mortgage insurers for any purpose related to mortgage insurance. Information retained by Canada Mortgage Housing Corporation will be subject to federal access to information and privacy legislation.

During the term of the loan or credit facility, you may not withdraw your consent to our ongoing collection, use or disclosure of your personal information in connection with the loan or other credit arrangement you have with us or have guaranteed. We can continue to disclose your personal information to credit bureaus even after the loan or credit facility has been retired, and you may not withdraw your consent to our doing so. We do this to help maintain the accuracy, completeness and integrity of the credit reporting system.

In addition, if you accept an insurance Service with us

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

If you accept an insurance Service with us, or if an insurance Service is issued on your life, you may only withdraw your consent as noted above so long as the consent does not relate to underwriting or claims where the Scotiabank Group member must collect and report information to insurance service bureaus after the application has been underwritten or the claim has been adjudicated. This is necessary to maintain the integrity of the underwriting and claims systems.

Further information

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

- A notice prominently displayed at all banks ATMs;
- An announcement through the VoiceResponseUnit (VRU);
- A notice on the Scotiabank website;
- A notice in our branches; or
- A notice in your monthly statement.

Your continued use of the account or Service following notice of such change means that you agree to and accept the new terms and conditions of the Agreement as amended. If you do not agree with any of the changes made or with the new terms of

the Agreement, you must immediately stop using the account or Services and notify us that you are closing your account or terminating your Service with us.

If you have a general question about any Scotiabank Group Member's privacy policies, please contact the branch or office you deal with or call us tollfree at 1 800 472 6842. If your branch or office is not able to resolve your concern to your satisfaction, contact the President's Office:

Telephone: 1-877-700-0043

Fax: 1-877-700-0045

Email: mail.president@scotiabank.com

Letter: The President, Scotiabank,
44 King Street West, Toronto ON M5H 1H1

Copies of our entire formal Privacy Code as well as the Scotiabank Guidelines for Business Conduct are also available to the public on www.scotiabank.com. These documents form part of the Scotiabank Group Privacy Agreement.

†For the purposes of this Agreement, Scotiabank Group means, collectively, The Bank of Nova Scotia and all of The Bank of Nova Scotia's affiliates and subsidiaries with respect to their operations in Canada. Scotiabank Group Member means The Bank of Nova Scotia or any one of its affiliates and subsidiaries with respect to its operations in Canada.

Overdraft Protection Agreement

The Overdraft Protection Agreement is provided here. The service fees are listed on pages 23 and 24 of this booklet.

Overdraft Protection is a temporary credit account

Subject to credit approval, you may use your Overdraft Protection from the date the agreement is approved by us.

Overdraft limit

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

You may overdraw the account by cheque, pre-authorized payment or any other debit we authorize, i.e., withdrawal, transfer, direct payment, purchase transaction or electronic bill payment. We may refuse any debit if the amount would cause the overdraft limit to be exceeded.

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.
- For dishonoured items, you will pay us the handling charge for each debit drawn on the account and all other applicable service charges. Handling charges are treated as overdraft amounts.
- You will pay us the overdraft interest charge set out in this booklet, or as stipulated by written notice to you. Interest is accrued 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.

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.

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

Terminating the agreement

The term of the agreement is perpetual unless terminated under the terms of this agreement. Either party may terminate the agreement. We may terminate the agreement, without notice to you, if you are in default. We may terminate the agreement, without reason, by giving you 30 days written notice. You may terminate the agreement by giving us at least 5 business days' prior written notice.

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

Telephone/Fax/E-Mail Banking Agreement

Through this Banking Services 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
- Transferring money to your Scotiabank *Money Master Savings Account* or *Scotia Power Savings Account* from your account at another financial institution.

You agree that you will be bound by the agreements for the deposit and credit accounts or loan products you have given instructions for. You may also apply for certain personal loan or mortgage products or credit accounts, or otherwise give instructions with respect to the loan product or credit account.

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 used by you to provide instructions or at the email address used by you to provide instructions, or at the fax number or email address 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.

We may change/add actions from time to time.

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

Bank-to-Bank Transfer Agreement

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 *Scotia Power 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* or *Scotia Power 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 to come.

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 purpose of payment for which the debit was issued as a 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.

You have certain recourse rights if any debit does not comply with this agreement. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with this agreement. 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.

You agree that Scotiabank's Telephone/Fax/E-Mail Banking Agreement, is amended to incorporate Bank-to-Bank transfer requests.

Bank The Rest[®] Savings Program Agreement

1. We, our, us and Scotiabank means The Bank of Nova Scotia and, as appropriate, any of our Canadian subsidiaries. Direct Payment is defined in the *ScotiaCard* Cardholder Agreement.
2. In order to participate in the Bank the Rest savings program, you must maintain a *Money Master*[®] Savings Account, a personal deposit account designated as “chequing” or “savings” and a personal *ScotiaCard* banking card.
3. You authorize Scotiabank to automatically round up the amount of every Direct Payment purchase you make 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 Enrolment/Maintenance form and allocate the difference between this multiple and the actual purchase amount as ‘Bank The Rest savings’ within your personal deposit account.
4. We aggregate all Bank The Rest savings each business day and transfer that amount from your personal deposit account to your *Money Master* Savings Account at the end of that business day.
5. 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 *Money Master* Savings Account or will be transferred to the *Money Master* Savings Account if it hasn’t been transferred already.
6. 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 *Money Master* Savings Account for that day even if there is overdraft protection on the account.
7. You acknowledge that the limitations of liability set out in the *ScotiaCard* Cardholder Agreement also apply to the Bank the Rest savings program.
8. 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 *Scotia Online* or by visiting a Scotiabank branch.

Deposit Account Agreement

When you signed the Application for Deposit Services, 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 be disbursed to 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 name of a minor under 16 years of age with “SOLE” ownership, funds in the account belong to the minor account holder. Your signing authority will continue indefinitely until you (at any time) or the minor (after the minor's 16th birthday) make arrangements in writing to cancel your signing authority. The minor will be eligible to gain signing authority when he/she turns 16 years of age.

Multiple Account Holders[†]

If an account has multiple account holders, the account signing arrangement that you selected in the Application for Deposit Services 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). To add another account holder to an existing account, all existing account holders must authorize. To remove an account holder, all account holders must authorize the closing of the existing account and the remaining account holders must authorize the opening of a new account with a new number. In addition, if your account is held at a branch outside of the Province of Quebec, ownership rights vary depending on the account signing arrangement that you selected in the Application for Deposit Services.

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.

[†]Not applicable to trust accounts. Refer to “In Trust For (ITF) Accounts” section of this agreement for provisions applicable to trust accounts.

“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 as if you were the sole owner of the account, without the signature or consent of the others. For example:

- We can deposit in your account all payments received by us from any one or more of you, or collected by us on behalf of any one or more of you. This includes any item payable jointly.
- 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 before repayment, the whole or any part of the credit balance in your account may be withdrawn by any one or more of you.

Note: To add another account holder to the account, all existing account holders must authorize it.

In addition,

- a) the obligations set out in this booklet are joint and several (solidarily for accounts in Quebec) and each joint account holder is fully responsible for those obligations.
- b) if your account is held at a branch outside Quebec, the ownership arrangement will automatically be joint tenants with right of survivorship (JTWROS). This means that we consider the funds in your account to be joint property with the last survivor being entitled to payment of the account funds. If one of the account holders dies, we will consider that the account funds are owned solely by the surviving account holder or, if there is more than one surviving account holder, owned as JTWROS 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.
- c) if your account is held at a branch in Quebec, the ownership arrangement will automatically be joint holders (JH). This means that if one of the account holders dies, the surviving account holder(s) do(es) not automatically inherit ownership of the deceased's share of the account funds. 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.

“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 from 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 any one or more of you, or collected by us on behalf of any one or more of you. This includes any item payable jointly.

In addition,

- a) the obligations set out in this booklet are joint and several (solidarily for accounts in Quebec) and each joint account holder is fully responsible for those obligations.
- b) if your account is held at a branch outside Quebec, the ownership arrangement will automatically be tenants in common (TIC), and if your account is held at a branch in Quebec, the ownership arrangement will automatically be joint holders (JH). In both cases, this means that if one of the account holders dies, the surviving account holder(s) do(es) not automatically inherit ownership of the deceased's share of the account funds. 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 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 ‘In Trust For’ 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 'In Trust For' 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 and keeping this personal deposit account, you agree to pay (and we can deduct) from this account any monthly fee and additional service charges for the account.

You also agree that we can deduct from this account:

- a) Any debt or liability of any of you 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 whatsoever related to a fraudulent item, an item with an endorsement error or an item for which we may incur a loss if the payment or credit thereof is not reversed, together with all related costs associated with such a charge to your account.

If any of the above-described deductions creates or increases an overdraft, you are still responsible for each charge, debit or liability until you pay us. You promise to pay us on request, the amount of any overdraft along with your overdraft charges then current.

Where Deposits Payable

The amount of any debt owing by us by reason of a 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, Scotiabank Cashstop service, other designated automated banking machines, or through any other means we may permit.

We may require you to give us up to 10 days 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 of transfer to 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 illegal or fraudulent purposes; or
 - 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.
- 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.

Amendments

We may amend this agreement at any time without prior notice.

In Quebec

The signatory(ies) has/have required that this document be drawn up in English.
Le(s) signataire(s) a (ont) exigé que ce document soit rédigé en anglais.

Foreign Currency Accounts

If this account is in 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.

In return for our keeping your account, you agree that any claims we may have against you, and any service fees and other charges related to the account, can be deducted from the account in the same currency as the account.

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 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 within the applicable time periods, you

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

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.

Paperless Statement - If you have selected 'Paperless Statement' recordkeeping option, an electronic statement on Scotia OnLine Financial Services, you acknowledge and agree that you will not receive any paper statements in the mail. We will only be required to post each of your account transactions for a period of 30 days. If you wish to preserve a permanent copy of such account statements, you should save them in hard copy or electronic format. Replacement paper copies of your account statement are available for our posted fee. You agree to review your account transactions and balances at least every 30 days. 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.

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 (including applicable service fees) if there have been any transactions on your account 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 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 domicile branch of the account, and an additional monthly fee will be charged.

Replacement paper copies of your account 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 date of the statement date.

Changing from Paper Statements - When 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 domicile branch of the account.

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 booklet or limit any rights we have under any other provision of this agreement or in this booklet or as otherwise provided by law.



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