

Scotia OnLine* Internet Banking and Scotia* Mobile Banking Terms and Conditions

PLEASE READ THESE TERMS AND CONDITIONS BEFORE USING *SCOTIA ONLINE** INTERNET BANKING AND/OR *SCOTIA** MOBILE BANKING (INDIVIDUALLY AND COLLECTIVELY THE "SERVICE(S)"). BY CLICKING ON "I AGREE" BELOW OR BY USING *SCOTIA ONLINE* INTERNET BANKING AND/OR *SCOTIA MOBILE BANKING* YOU CONFIRM THAT YOU ARE LEGALLY BOUND BY THESE TERMS AND CONDITIONS, THE *ScotiaCard** CARDHOLDER AGREEMENT, THE Personal Financial Services Agreement AND OUR Safe Computing and Mobile Practices, ALL AS MAY BE AMENDED OR CANCELLED FROM TIME TO TIME (COLLECTIVELY, THE "TERMS AND CONDITIONS").

WE MAY, IN SOME CIRCUMSTANCES, ALLOW YOU TO SIGN INTO *SCOTIA ONLINE* INTERNET BANKING AND/OR *SCOTIA MOBILE BANKING* USING YOUR SCOTIABANK CREDIT CARD. IF WE DO, THE SECURITY, CONFIDENTIALITY AND OTHER OBLIGATIONS THAT APPLY TO A *SCOTIACARD* BANKING CARD AS SET OUT IN THESE TERMS AND CONDITIONS ALSO APPLY TO YOUR SCOTIABANK CREDIT CARD.

BY USING THE SERVICES, YOU WILL BE TAKEN TO HAVE READ, UNDERSTOOD AND ACCEPTED THESE TERMS AND CONDITIONS IN THE SAME WAY AS IF YOU SIGNED A PRINTED VERSION AND YOU WILL BE BOUND BY THEM AND THEY WILL CONTINUE TO APPLY EVERY TIME YOU USE THE SERVICES.

PLEASE NOTE THAT YOUR INTERNET SERVICE PROVIDER AND YOUR WIRELESS CARRIER'S STANDARD DATA FEES APPLY. PLEASE PRINT AND KEEP A COPY OF THESE TERMS AND CONDITIONS FOR YOUR FUTURE REFERENCE.

1. In these terms and conditions, "we", "our" and "us" and "the bank" mean The Bank of Nova Scotia and "you" and "your" mean the individual who is using *Scotia OnLine* Internet banking and/or *Scotia* mobile banking.
2. You must meet and comply at all times with the technical and security requirements that we establish regarding *Scotia OnLine* Internet banking and/or *Scotia* mobile banking and that we provide to you from time to time.
3. There is no contractual arrangement or relationship between us and your Internet service provider and mobile or wireless carrier as it relates to the *Scotia* mobile banking service.

Notification of changes

- You agree that we can amend, modify, change or replace these terms and conditions, the technical and security requirements and/or any of the services provided under these terms and conditions at any time by posting a notice on the *Scotia OnLine* Internet banking and/or the *Scotia* mobile banking sign-on page(s) or on our website. The new or revised terms and conditions, technical and security requirements and/or services provided under these terms and conditions are effective and binding on you when we notify you of such change. If you continue to use *Scotia OnLine* Internet banking and/or *Scotia* mobile banking after we post the notice that means you agree to and accept the new or revised terms and conditions, technical and security requirements and/or the services provided under these terms and conditions as amended.
- If you do not agree with the new or any changes made to these terms and conditions, the technical and security requirements and/or the revised *Scotia OnLine* Internet banking and/or *Scotia* mobile banking service you must immediately stop using the *Scotia OnLine* Internet banking service and/or the *Scotia* mobile banking service and notify us.

Suspension or termination of service

- We can suspend or terminate your *Scotia OnLine* Internet banking and/or your *Scotia* mobile banking services if we believe you are in breach of these terms and conditions or any other agreements that you have entered into with us. If we suspend or terminate your *Scotia OnLine* Internet banking and/or your *Scotia* mobile banking services, we will notify you. Your *Scotia* mobile banking service is also subject to termination in the event that your mobile device service terminates or lapses. There are no fees or any

associated costs if you or we terminate your Scotia OnLine Internet banking service and/or your Scotia mobile banking service.

- We can discontinue the Scotia OnLine Internet banking service and/or Scotia mobile banking service at any time. If we do, we will post a notice thirty (30) days in advance on the Scotia OnLine Internet banking and/or the Scotia mobile banking sign-on page(s) or on our website.
- If you want to disable accessing your accounts on Scotia mobile banking, you can sign-in to Scotia OnLine Internet banking or contact us: 1-844-201-6512.

Privacy (applicable to Scotia mobile banking only)

- You acknowledge and accept that we will partially mask your account numbers, but balance and other information about your bank account(s) or credit card accounts may be included and stored on your mobile device. You acknowledge and agree that we will not be liable to you for any loss that you may suffer including if your mobile device is lost or stolen.
- Anyone with access to your mobile device could view its content unless you lock your device. You are responsible for keeping this information confidential and secure.

Your responsibilities

- It is your responsibility to determine with your wireless carrier if your mobile device is capable of accessing the Internet.
- Scotia OnLine Internet banking and Scotia mobile banking are subject to the terms and conditions of your agreement with your wireless carrier and/or Internet service provider. You are responsible for any fees imposed by your mobile service provider and Internet service provider of any kind.

Scotiabank Alerts

1. **Description of Service.** The Scotiabank Alerts service allows you to subscribe to various alerts for your Accounts. Depending on the alert, you can choose to receive alerts via email or push notification to a Mobile Device, or any other method we offer from time to time. An alert does not constitute a bank record for the Account to which it pertains.
You hereby acknowledge and accept that each alert is sent to you without being encrypted and may include information pertaining to your Account. We will partially mask your Account numbers.
2. **Your Mobile Carrier and Your Internet Service Provider.** You may receive alerts through one or more of a Mobile Device and an email account that is accessed via a personal computer. It is your responsibility to determine if your mobile carrier supports push messaging and if your Mobile Device or telephone is capable of receiving push messages. Depending on your chosen alert delivery method, you must have internet and/or data services enabled on your Mobile Device/personal computer.

Scotiabank's alerts are subject to the terms and conditions of your agreement with your mobile carrier and/or internet service provider. You are responsible for any fees of any kind whatsoever imposed by your mobile service provider and internet service provider.
3. **Your Responsibilities – Unauthorized access to your alerts.** Information such as your bank account balance and due date for your credit account payment may be included in an alert. Anyone with access to your email, telephone or Mobile Device will be able to view these alerts. It is your responsibility to ensure that this information is kept confidential and secure.
4. **Your responsibilities – Updating your Email Address and Mobile Device number.** The email address you provide to us is neither reviewed nor verified by us prior to or following activation of the Scotiabank Alerts service. It is your responsibility to ensure that it is current and accurate by contacting us at 1-844-201-6512. You can also change your Mobile Device number, telephone number or email

address on the Account Settings, My Profile function within Scotia OnLine or the Mobile Banking Application.

5. **Suspending or changing your Scotia Alerts preferences.** At any time, you may temporarily disable certain alerts or permanently unsubscribe from alerts by editing your Scotia Alerts profile in the Alerts menu within Scotia Online or within the Mobile Banking Application. Alternatively, you may also call us at 1-844-201-6512. Please note, however, that certain alert bundles such as the 'Safeguard Bundle' may not be disabled unless you unsubscribe from the Scotia Online altogether.
6. **Modifications to the Scotia Alerts service.** We reserve the right to suspend, modify or cancel the Scotia Alerts service at any time without notice, including by adding, deleting or making changes to alerts and alert bundles. This means that you may begin to receive new alerts that we've added to the service, whether as part of a bundle or otherwise, and/or you may no longer receive certain alerts you have currently enabled. However, you may always disable any new or modified alerts or permanently unsubscribe from the Scotia Alerts service at any time as described in subsection 5 above.

Scotia OnLine Internet banking and Scotia mobile banking security guarantee

1. We will fully reimburse you in the unlikely event that you suffer direct financial losses due to unauthorized activity in your accounts accessed through Scotia OnLine Internet banking or Scotia mobile banking provided you have met your security and other responsibilities. That means you must abide by the terms of the customer agreements such as **ScotiaCard*CARDHOLDER AGREEMENT, the Personal Financial Services Agreement** and any other agreements you have entered into with us that govern your personal banking or other financial service or product offered by us and follow the guidelines of our **Safe Computing and Mobile Practices**.
2. You must always keep your ScotiaCard number, password, access code, personal identification number (PIN) and ScotiaCard security code number (last three italicized numbers printed on the back of your ScotiaCard banking card) and the answers to any online security questions (personal verification questions) you have chosen that allow you to sign-on to Scotia OnLine Internet Banking and Scotia mobile banking confidential. Do not divulge this information to anyone—including family members, friends, employees, accountants and bookkeepers or anyone else. Do not write this information down or keep a poorly disguised record of it or keep it together with your ScotiaCard banking card or save this information in your mobile device.
3. You must notify us immediately in the event of loss, theft, misuse or compromise of your ScotiaCard banking card or ScotiaCard number, password, access code, PIN or Scotia mobile banking session. You can contact us: 1-844-201-6512.
4. Do not respond to text messages, pop-ups, emails or other Internet requests that ask you to reveal personal information about yourself or your Scotiabank accounts. We will never send you unsolicited text messages or emails asking for your password, PIN, credit card, account numbers, etc. We will never ask you to validate or restore your account or Scotia OnLine Internet banking and/or Scotia mobile banking access through unsolicited text messages or emails.
5. You must review your statements and report any errors in a timely manner. Different transactions have different reporting deadlines. Please see the applicable account agreement statement for further details.
6. You agree to assist us in any investigation into improper access to your accounts.

Limitation of liability

- You agree that neither we, your Internet service provider, your wireless carrier, nor any other third party associated with providing Scotia OnLine Internet banking and/or Scotia mobile banking services will be liable to you or anyone else for any direct or indirect, special, consequential, exemplary or punitive damages or for any losses arising out of your use or inability to receive or to use Scotia OnLine Internet banking and/or Scotia mobile banking, regardless of the cause of action, including negligence, even if we are advised of the possibility of such damages.

- We provide Scotia OnLine Internet banking and Scotia mobile banking as a convenience to you for information purposes only. The information contained in the various web pages do not constitute a bank record for the bank account(s) to which it pertains.
- Scotia OnLine Internet banking and Scotia mobile banking are subject to the agreements you have in place for the products and services that you have with us.

Conflict

- If there is a conflict between a term in these terms and conditions and in any other agreement between you and us then these terms and conditions will apply to the extent necessary to resolve the conflict.

Governing law

- These terms and conditions will be governed exclusively by the laws of Turks and Caicos Islands. You and we agree that the courts of Turks and Caicos Islands will have jurisdiction for the determination of any matters arising out of these terms and conditions.

* Trademarks of The Bank of Nova Scotia