

“You” and “Your” mean the Business, the Owner, the Customer and the *ScotiaCard*[®] cardholders. “Our”, “We” and “Us” mean The Bank of Nova Scotia (“Scotiabank” or the “Bank”).

1. You request that the *ScotiaCard*(s) be issued as designated by you on the *ScotiaCard* Banking Access Enrolment/Maintenance form, as well as all renewals and replacements of the card(s), until cancelled by you/us.
2. You agree to read and abide by the terms of this application and the Scotiabank Financial Services Agreement and Scotiabank Privacy Agreement, as well as the terms of the agreements regarding the services which you may obtain with the card(s). You understand that your signature on or your use or retention of the card shall evidence your receipt of the Agreements.
3. The named person in the *ScotiaCard* Banking Access Enrolment/Maintenance form will have access to your Account for debit, credit transactions and/or Account information using a *ScotiaCard* with the entitlements set out by you in the aforementioned form. Your Delegate or Signing Officer (where a combination of signatures is required) will be a *ScotiaCard* “Cardholder” as defined in the Cardholder Agreement between you and the Bank.
4. You are solely responsible for all banking activities of the *ScotiaCard* Cardholder and for obtaining from the Cardholder any agreement or commitments you consider necessary to govern their use of the *ScotiaCard* to access your Accounts. The Bank expressly disclaims any liability for unauthorized access to your Accounts or your data or programs due to accident, illegal or fraudulent means or devices used by the Cardholder or by any other third party or other causes beyond its reasonable control. The Bank is not liable for any claims made or loss or damages suffered by you arising directly or indirectly from the Cardholder’s use of the *ScotiaCard* except for damages which you suffer as a direct result of the Bank’s gross negligence or willful misconduct.
5. You agree that the Customer and the Owner (or each Owner, if other Owners are shown on the *ScotiaCard* Banking Access Enrolment/Maintenance form) will be liable both individually and together for all transactions on the Accounts and any amounts deposited to or debited from the Accounts by a Cardholder.
6. We collect information about you for the purpose of establishing a relationship, offering and providing products and services, rendering credit decisions, marketing services, complying with the law, protecting your and our interest and for any other compatible purpose.
7. By signing the *ScotiaCard* Banking Access Enrolment/Maintenance form, you affirm that the information you have given us is true and complete and that you have not withheld any information. We will rely on the information you have given to decide on your application. You authorize us to use, give to, obtain, verify, share and exchange credit and other information about you at any time with others, including credit bureaus, credit insurers, other companies in the Scotiabank Group of companies, 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 can also do this after this relationship has ended. You irrevocably consent to the ongoing collection and reporting of credit information to credit bureaus by us after your *ScotiaCard* has been granted. You request and authorize us to send you information about our services and those offered by the Scotiabank Group of companies.
8. You agree that with a Business Access *ScotiaCard*, a Cardholder:
 - With a *ScotiaCard* and a Personal Identification Number (PIN), a Cardholder may obtain cash advances at any Scotiabank ABM in Canada. Cash advances can also be obtained at any ABM displaying the INTERAC⁺ symbol and at more than 480,000 banking machines around the world displaying the VISA or PLUS^{*} symbols.
 - Is able to obtain a confidential 4 digit code or PIN, by simply visiting any Scotiabank branch with a *ScotiaCard* and requisite identification.
9. You understand and agree that when you request Scotiabank to issue a *ScotiaCard*, we will also issue renewal and replacement cards for such card, unless the card is cancelled by you or Scotiabank. You understand and agree that a Cardholder’s signature on or use or retention of the card issued in his or her name shall evidence your receipt of the agreements relating to the account and your acceptance of their terms.

10. By signing the *ScotiaCard* Banking Access Enrolment/Maintenance form, you authorize us to provide you with the services you have requested. You also confirm that:
- You authorize us to act upon instructions given relating to all services performed by the Cardholder set-up with assigned entitlements through Accounts identified by you on the *ScotiaCard* Banking Access Enrolment/Maintenance form.
 - You agree that we may share information about you and the Cardholder with each of the other parties set out in this service request or in any other service request with you.
 - You agree to release us from all liability resulting from any failure to comply with the terms of this Agreement.
 - You agree to be jointly and severally liable for the settlement of any payment or other instructions from the Cardholder set-up and assigned entitlements under this Agreement.
 - You agree to be bound by the terms and conditions of the Scotiabank Financial Services Agreement and the *ScotiaCard* Cardholder Agreement.
 - You agree to put the necessary controls in place within your organization to control system access and to ensure that any Cardholders protect their user names and passwords.
 - You authorize us to accept future instructions from you to modify services, add or delete services, change access levels or financial limits to this service which are delivered to us by any approved method such as telephone, encrypted email, facsimile transmission, online or mobile.

11. **Transaction Limits**

In addition to the Transaction Limits in the *ScotiaCard* Cardholder Agreement, cumulative limits for Cardholders will apply to all functions listed in this service request form. Financial limits will be cumulative to all channels and all transactions processed with each *ScotiaCard*.

12. **Delegate Cardholders**

By signing the *ScotiaCard* Banking Access Enrolment/Maintenance form, you affirm that the information you have given us is true and complete and that you have not withheld any information. We will rely on the information you have given to decide on your application. You authorize us to use, give to, obtain, verify, share and exchange credit and other information about you at any time with others, including credit bureaus, credit insurers, other companies in the Scotiabank Group of companies, 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 can also do this after this relationship has ended. You irrevocably consent to the ongoing collection and reporting of credit information to credit bureaus by us after your *ScotiaCard* has been granted. You request and authorize us to send you information about our services and those offered by the Scotiabank Group of companies.

13. **Delegates Authorization Confirmed by Account Owner(s)**

Instructions provided by the Account Owner(s) must be signed by the number and combination of persons, who have been authorized to do so, in accordance with the signing arrangements as noted in the Account Opening documentation (e.g., if the signing instruction states 'any two to sign' then the Delegate Cardholders must be authorized and confirmed by any two owners).

14. **Multiple-to-Sign Cardholders**

Multiple-to-Sign Cardholders are defined as those individuals authorized to provide written instructions given on the accounts or any written requests made for service relating to the accounts with a signing relationship that requires two or more people to sign. Multiple-to-Sign Cardholders will have the ability to conduct transactional activities on the accounts individually, but will not have the authority to change how the Account operates without the required number of authorizing signatures.

15. **Multiple-to-Sign Authorization Confirmed by Account Owner(s)**

Multiple-to-Sign Cardholders are defined as those individuals authorized to provide written instructions given on the accounts or any written requests made for service relating to the accounts with a signing relationship that requires two or more people to sign. Multiple-to-Sign Cardholders will have the ability to conduct transactional activities on the accounts individually, but will not have the authority to change how the Account operates without the required number of authorizing signatures.

16. **Business Account Owner(s)**

Business Account Owner(s) are defined as those individuals authorized to provide instructions given on the accounts or any requests made for service relating to the accounts. If the Business Account Owner consists of more than one individual or entity, each individual or entity is jointly and severally responsible for the business obligations.

17. Instructions from Delegates or Multiple-to-Sign Cardholders

You are responsible for every instruction (including every payment request) in relation to your Account, regardless of whether that instruction is from you, a person authorized by you or any other person acting with or without your knowledge or consent, such as your Delegate or Multiple-to-Sign cardholder.

You agree that the Bank may rely on (and you hereby authorize the Bank to act upon) any instruction given and authorized, without any inquiry as to the identity or authority of the person giving or authorizing that instruction. You agree that the Bank will not in any way be liable to you for relying or acting on any such instruction.

You are responsible to ensure that all information included in an instruction is complete, accurate and correct.

An instruction must not be subject to any conditions. The Bank will act on a conditional instruction as if it were an unconditional instruction.

It is your responsibility to use other means of obtaining information, giving instructions and effecting transactions if for any reason the service is unavailable for use or cannot be accessed by you, or the Cardholder due to any malfunctioning of any systems or equipment supporting the service.

The Bank shall not be obliged to act upon any instruction which appears, in the Bank's opinion, to be contrary to any applicable law, regulation, government, court or regulatory body's order, rule or direction, or in circumstances in which the Bank deems it legally inadvisable to act upon such instruction.

18. You acknowledge that:

The service may expose you to increased risk of fraudulent use of your Account by these cardholders or third parties; and that you accept such risk.

The Bank will not be responsible for any loss, damage or liability to you or your business arising from the loss, alteration or disclosure of any information transmitted which is the result of any event, activity or circumstance beyond the Bank's reasonable control.

The Bank will use reasonable care and skill in providing the service. The Bank will not be responsible for any loss, damage or liability (whether in contract, tort or otherwise, and whether direct, indirect or consequential, and whether economic or otherwise) that you or your business suffered or incurred by reason of, or in connection with, the provisions or operation of the service unless resulting from fraud or gross negligence on the part of the Bank, its agents, its officers or its employees. In particular, but without limiting the generality of the foregoing, the Bank will not be responsible for any loss incurred by reason of or in connection with:

- (i) any use of a PIN, password or any instructions given or authorized without authority or in excess of authority;
- (ii) any data input error;
- (iii) your inability to access the service or any application associated with or reliant on the service at any time, failure or delay in providing the service or a malfunction of any systems or equipment supporting the service;
- (iv) any event or cause outside the Bank's reasonable control (including, but not limited to, failure of a receiving financial institution, power failure or fluctuations, equipment, systems or telecommunication link defects or failures, or strikes, lockouts or industrial disturbances); or
- (v) any fraudulent act, negligent act or error on the part of yourself, any Cardholder, any of your employees, agents, consultants or contractors (whether acting within the terms of their appointment or not) and/or any third parties.

The Bank will not in any circumstances be liable for any:

- (a) indirect; or
- (b) consequential damage, liability or loss (including without limitation loss of profits) that you or your business suffer or incur by reason of, or in connection with, the provision or operation of the service, whether or not such damage, liability or loss is attributable to the Bank, its officers, agents or employees and/or any other persons.

The Bank will not have any responsibility or liability for any internal or external use that you, a Cardholder or anyone else may make of any data, information or any other statement provided through or in relation to the service.

You (and if more than one, each of you jointly and severally) agree to indemnify the Bank fully against any liability, loss or damage suffered or incurred by the Bank in relation to your Account, however arising and by whomsoever caused and whether arising directly or indirectly, from the use and operation of the service (not being liability, loss or damage caused by the fraud or gross negligence of the Bank, its officers, agents or employees). Without limiting the foregoing, you will indemnify and continue to hold indemnified the Bank in full for any claims or demands made by any person against the Bank as a consequence of performing an instruction for you or the Cardholder.