

# ScotiaCard<sup>®</sup> Cardholder Agreement



Record your *ScotiaCard* number above for easy reference in the event that it is lost or stolen.

**Scotiabank<sup>®</sup>**



# ScotiaCard® Cardholder Agreement

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

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

## Definitions You Need to Know

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

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

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

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

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

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

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

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

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

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

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

**Direct Payment** refers to payments (or other funds transfers, such as refunds) made with your *ScotiaCard* using *Interac*<sup>†</sup> Debit, Visa<sup>\*</sup> Debit, NYCE, *Interac* Debit Contactless 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 Debit Contactless Transaction** means payments or other funds transfers (including refunds) made at a Direct Payment Terminal using an *Interac* Debit Contactless-enabled *ScotiaCard* without using an Electronic Signature.

**Mobile Banking**<sup>†††</sup> means the Scotiabank mobile banking application downloaded to your Mobile Device or [www.scotiabank.com](http://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](http://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:

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- (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, in our view 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;

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- 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.

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## 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* Debit Contactless 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.

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## 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 or cash disbursements from your bank Accounts and advances from your credit card Accounts, by using your *ScotiaCard* are as indicated on your *ScotiaCard* Banking Access Enrollment/Maintenance Form;
- Direct Payment limits and the Cashback limit are as indicated on your *ScotiaCard* Banking Access Enrollment/Maintenance Form
- ABM Deposit Limits
  - \$99,999 per transaction
- ABM transfer and ABM bill payment limits
  - \$100,000 and \$49,999 per day respectively
- Online Banking, Mobile Banking, TeleScotia Telephone Banking transfers
  - \$100,000 limit for transactions between Accounts in the same currency
  - \$10,000 CAD daily limit for cross-currency transfers
- Online Banking, Mobile Banking, TeleScotia Telephone Banking bill payments
  - \$49,999 per transaction
- *Interac* Debit Contactless
  - up to \$250 per transaction at authorized merchants
- Electronic Transfer Limit
  - as indicated on your *ScotiaCard* Banking Access Enrollment/ Maintenance Form

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- Online Purchase Limit (includes Card Not Present Transactions, Visa Debit online transactions and *Interac* Online transactions)
    - as indicated on your *ScotiaCard* Banking Access Enrollment/Maintenance Form

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

### Transaction Records/Confirmation Numbers

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

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

### *Interac* Debit Contactless – Description

***Interac* Debit Contactless** is a feature available on your *ScotiaCard* that enables Cardholders to use the *ScotiaCard* to pay for small purchases, up to \$250 at select merchants, by holding your *ScotiaCard* over a Direct Payment Terminal that supports *Interac* Debit Contactless. 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* Debit Contactless Transactions are only for the payment of goods and services – “cashback” transactions are not permitted.

### *Interac* Debit Contactless – Enabling and Opting Out

**When you are first issued a *ScotiaCard* with *Interac* Debit Contactless 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* Debit Contactless to be enabled. Your *Interac* Debit Contactless settings will be automatically transferred to your replacement card.

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**You can have *Interac* Debit Contactless 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* Debit Contactless feature disabled.

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

### Visa Debit

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

### Liability

#### 1. Your Liability

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

- a) You are responsible for all debts, withdrawals, deposits, transactions, advances, other Account activity and losses resulting from:
- all authorized transactions which means transactions in which the *ScotiaCard* was used by you or by persons to whom you have made your *ScotiaCard* available or who received possession of your *ScotiaCard* with your consent;
  - all authorized transactions made using your *ScotiaCard* at a delayed authorization point of sale terminal which results in a debit being processed to your account at later time.
  - any error or fraudulent use of the *ScotiaCard* by you, or authorized by you, including any errors or fraudulent or worthless deposit or other transaction using the Automated Banking Services;
  - failing to comply with your obligations to protect your *ScotiaCard* and Electronic Signature as described in the section above entitled “Security of Your *ScotiaCard* and Electronic Signature” or if you did not otherwise take reasonable steps that could have prevented the loss;
  - failing to notify us immediately if you become aware that your *ScotiaCard* or Electronic Signature has been lost, stolen or compromised (as described in section entitled “Lost, Stolen or Compromised *ScotiaCard* or Electronic Signature” above);
  - any other unauthorized use of the *ScotiaCard* to which you have contributed and is not otherwise exempted under a provision of this Agreement; and

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- 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.

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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 WE 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.

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## 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.

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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.

If you establish a recurring bill payment or any pre-authorized payment with a merchant and your *ScotiaCard* number or *ScotiaCard* expiry date changes, you agree that we may, but we are not required to, provide that merchant with your new *ScotiaCard* number or *ScotiaCard* expiry date using the updating service provided to us through the payment network associated with your *ScotiaCard*.

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.

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

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

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

- Foreign currency transactions on your bank Accounts using your *ScotiaCard*, including Visa Debit transactions, are subject to a fee that is disclosed in the “Self-Service Banking” section of 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; Updated Day-to-Day Banking Companion Booklet can be found on [www.scotiabank.com](http://www.scotiabank.com).
- 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

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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

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and a Bill Payment Company, merchant or others, including your rights to compensation or any offset rights (set-off), shall be settled directly by you with the Bill Payment Company. We do not verify, nor are we required to verify, that any purpose for which the payment is made has been fulfilled by the Bill Payment Company as a condition of honouring your payment request on your Account.

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

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

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

### Other Agreements, Fees and Charges

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

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

Quebec Residents Only

You acknowledge that the French and English versions of this agreement were remitted to you. You expressly request and agree to be bound exclusively by the English version of this agreement and that all related documents, including any notices, be drafted in English only.

Résidents du Québec seulement

Vous reconnaissez que les versions française et anglaise de cette convention vous ont été remises. Vous demandez expressément et acceptez d’être lié exclusivement par la version anglaise de [cette convention] et que tous les documents qui s’y rattachent, y compris tous avis, soient rédigés en anglais seulement.

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
Relay services for Deaf, deafened, and hard of hearing customers	1-866-267-4726

For more information about Automated Banking Services, fees or rates you can also visit us online at [www.scotiabank.com](http://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](http://www.cba.ca)



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