

Scotiabank®

DAY-TO-DAY
BANKING

COMPANION BOOKLET

MAY 2025

We're making some changes to our Day-to-Day Banking Companion booklet.

Here is what you need to know about upcoming changes to our Day-to-Day Banking.

PART	Current	Effective as of ASAP Changes are underlined and in red																							
Part 8: Savings accounts at a glance Page 36	<table border="1"> <thead> <tr> <th>Savings Accounts – At a Glance</th> <th>High Interest Savings Accounts</th> <th colspan="3">Foreign Currency Savings Accounts</th> </tr> </thead> <tbody> <tr> <td>Scotiabank Momentum^{PLUS} Savings Account (page 30)</td> <td>Money Master[®] Savings Account (page 32)</td> <td>U.S. \$ Daily Interest Account (page 34)</td> <td colspan="2">Scotia Euro Savings Account (page 35)</td> </tr> </tbody> </table>	Savings Accounts – At a Glance	High Interest Savings Accounts	Foreign Currency Savings Accounts			Scotiabank Momentum ^{PLUS} Savings Account (page 30)	Money Master [®] Savings Account (page 32)	U.S. \$ Daily Interest Account (page 34)	Scotia Euro Savings Account (page 35)		<table border="1"> <thead> <tr> <th>Savings Accounts – At a Glance</th> <th>High Interest Savings Accounts</th> <th colspan="3">Foreign Currency Savings Accounts</th> </tr> </thead> <tbody> <tr> <td>Scotiabank Momentum^{PLUS} Savings Account (page 30)</td> <td>Money Master[®] Savings Account (page 32)</td> <td>U.S. \$ Daily Interest Account (page 34)</td> <td colspan="2">Scotia Euro Savings Account (page 35)</td> </tr> </tbody> </table>				Savings Accounts – At a Glance	High Interest Savings Accounts	Foreign Currency Savings Accounts			Scotiabank Momentum ^{PLUS} Savings Account (page 30)	Money Master [®] Savings Account (page 32)	U.S. \$ Daily Interest Account (page 34)	Scotia Euro Savings Account (page 35)	
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Core Account Features & Fees																									
Charge for each debit transaction (any type, unless specified) over the monthly limit	\$5.00 ¹	\$5.00 ¹	\$1.25 U.S.	€ 1.25	Charge for each debit transaction (any type, unless specified) over the monthly limit	<u>Not applicable</u>	\$5.00 ¹	\$1.25 U.S.	€ 1.25																
Eligible deposit for Canada Deposit Insurance Corporation (CDIC) coverage	Yes	Yes	Yes	Yes	Eligible deposit for Canada Deposit Insurance Corporation (CDIC) coverage	Yes	Yes	Yes	Yes																

PART	Current	Effective as of (December 1, 2025) Changes are underlined and in red
Part 4 Day-to-Day Banking Accounts Pg 16	<p>Basic Banking Account*</p> <p>A basic bank account that covers your minimal needs.</p> <ul style="list-style-type: none"> 12 free debit or Interac e-Transfer[†] transactions (including 4 teller assisted) 	<p>Basic Banking Account*</p> <p>A basic bank account that covers your minimal needs.</p> <ul style="list-style-type: none"> <u>18</u> free debit or Interac e-Transfer[†] transactions (including 4 teller assisted)

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Pg 17

No. of debit transactions (any type, unless specified) included in the monthly fee (debit transactions included per statement cycle)

12 (incl. 4 teller-assisted)

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18 (incl. 4 teller-assisted)**Part 5 Special feature plans**
Pg 24**Basic Banking Account for Registered Disability Savings Plan (RDSP) beneficiaries**

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

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

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

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

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

Basic Banking Account for Indigenous PeoplesIndigenous Peoples are eligible to have the monthly account fee waived on their Basic Banking Account.

- › Please visit a Scotiabank branch to have the monthly account fee waived on your Basic Banking Account;
- › Additional fees paid before eligibility may not be refunded;
- › You are responsible for all transaction, service and product fees not included with the Basic Banking Account monthly account fee;

Basic Banking Account for Canadians receiving social assistance payments from select provincial or territorial programsRecipients of social assistance payments are eligible to have the monthly account fee waived on their Basic Banking Account.

- › You are required to provide proof of eligibility to your local Scotiabank branch (a record stating you are receiving social assistance payments) before the monthly account fee will be waived on your Basic Banking Account;
- › Additional fees paid before eligibility may not be refunded;
- › You are responsible for all transaction, service and product fees not included with the Basic Banking Account monthly account fee;
- › If you are no longer receiving social assistance payments, you are required to inform Scotiabank.

Basic Banking Account for Recipients of the Disability Tax Credit

Recipients of the disability tax credit are eligible to have the monthly account fee waived on their Basic Banking Account.

- › You are required to provide proof of eligibility to your local Scotiabank branch (a record stating you are the recipient of the disability tax credit) before the monthly account fee will be waived on your Basic Banking Account;
- › Additional fees paid before eligibility may not be refunded;
- › You are responsible for all transaction, service and product fees not included with the Basic Banking Account monthly account fee;
- › If you are no longer the recipient of the disability tax credit, you are required to inform Scotiabank.

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Part 1 Introduction

Welcome to Scotiabank

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

Definitions you need to know

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

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

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

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

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

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

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

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

General legal information

This booklet is a legal agreement between you and us

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

If you have provided your verbal consent to open an account, product or service, the provision of this booklet to you confirms the verbal consent you provided.

Who is bound by this booklet?

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

Separate agreements and severability

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

Handling personal information

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

Currency

All dollar amounts are in Canadian dollars unless otherwise noted.

Changes to your accounts

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

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

Changes to this booklet

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

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

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

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

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

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

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

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

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

Governing law

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

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

Scotiabank's Sanctions Policy

Scotiabank is committed to sustaining a secure financial system in the jurisdictions in which it operates by taking necessary actions in accordance with a risk-based approach to comply with the sanctions regulations to which it is subject. In furtherance of this commitment it has adopted an Enterprise Sanctions Policy, which adopts strict standards of compliance with sanctions laws and regulations. As such, Scotiabank may not be able to facilitate business activity or transactions that relate to certain individuals, entities, or jurisdictions even if that activity is not locally prohibited. This may impact the financial services that we can provide to you.

For more information on Scotiabank's Sanctions Policy, visit <https://www.scotiabank.com/ca/en/personal/bank-accounts/regulatory-information.html>

Part 2 All about Personal Banking Accounts

Personal Bank Accounts

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

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

Your roles and responsibilities as an account holder are explained in the Deposit Account Agreement in Section 18 of this booklet.

The different account and plan types

There are four categories of accounts and plans:

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

Find detailed information on personal account related services in Section 18 of this booklet.

Eligibility for an account

Some accounts are only available if you meet certain requirements. For example, our *Preferred Package for Students and Youth* account is only available to students, or clients under 23 years of age. Our Seniors' Discount is available to clients 60 years of age or older. You must meet the requirements to open these kinds of accounts.

How to access your account

You can access your account:

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

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

Using your bank card and personal identification number

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

Opening an account

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

Confirming your identity

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

ID for clients under 16 years old

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

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

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

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

Collecting and recording your information

We may collect and record information from you, including:

- › your full name, home address, date of birth, email address and occupation or type of business.
- › to comply with government regulations, we may need to ask you about your relationship to anyone who benefits from or is connected with your accounts. These include beneficial owners, intermediaries, and other interested parties. If someone else will use, give instructions, or directs the activity on the account, we ask for information about them and your relationship to them before we can open the account.
- › what type, volume, and frequency of account activity you expect.
- › where incoming funds or assets come from.
- › other information the Scotiabank's Privacy Commitment describes (Section 14 of this booklet).

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

Keeping your personal information private

We keep your personal information confidential. Section 14 is our Scotiabank's Privacy Commitment.

Verifying your information

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

Monitoring your information

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

Keeping your information up to date

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

request you to review and confirm that your personal information on file is accurate and up to date, failing which our services may be disrupted and/or you may not be able to access your account.

Other information we may ask you to provide

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

Interest rates on your account

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

Knowing your money is safe with us

The Bank of Nova Scotia is a member of **Canada Deposit Insurance Corporation (CDIC)**. CDIC insures eligible deposits you make with Scotiabank up to maximum coverage limitations. For more information on deposit insurance, refer to page 87, CDIC - Protecting your Deposits.

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

Part 3 Important information on using your account

Direct Deposit for paycheques and government payments

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

Transaction Processing

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

Cheques we are unable to accept

We will not accept any cheque that is damaged, poorly encoded, or nonstandard (e.g., missing Magnetic Ink Character Recognition). We will also not accept a cheque that has been endorsed (i.e. cheque was payable to someone else and endorsed over to you) and deposited through the ABM or mobile cheque deposit functionality in your Scotiabank app.

Holds on deposits, transfers, and returned cheques

Cashback limits on deposits

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

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

Holds on cheques deposited to a personal account

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

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

Hold periods

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

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

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

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

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

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

Hold policy on transfers from another financial institution

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

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

Cheques you deposit may be returned

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

- › We may send a printout or digital copy of the cheque image and not the original. We have the right to capture an original cheque's image, remove it from the payment system, and destroy it. The paper image or digital copy is the legal equivalent of the original.

- › You are always responsible for paying the full amount of any cheque that is returned, dishonoured, rejected, or reversed or is otherwise not paid, in whole or in part for any reason, together with any related costs. This is true even if the cheque was placed on hold and the hold was later released by us or where the funds are otherwise “cleared”. We may take the amount of any such returned cheque (and any interest we paid you on that amount or any related costs) from your account, even if it creates an overdraft. You are responsible for such returned cheques even if you close the account.

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

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

Foreign currency cheques returned

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

If you receive money in your account in error

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

Holds on Disputed Funds

If permitted by law, and if we have been made aware that funds in your account(s) maybe subject to a possible claim, interest under any court order, statutory demand or other governmental legislation or a dispute by a third party, we may, at our discretion place a freeze or hold on any or all of the funds in your account(s) at any time without notice to you until the dispute is resolved.

Pre-authorized payments, stop payments, and transfers

Pre-authorized payments

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

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

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

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

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

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

Issuing a stop payment on a pre-authorized payment

When you ask us to stop payment on a pre-authorization and we do so, you agree to pay any costs we incur or any fees we may charge for this service. We reserve the right to not act on your request to stop a payment if you do not agree to pay such costs or fees. We stop pre-authorized payments based on the company name and the amount of the payment. If either the name or amount you provide does not match the payment that comes through, we may not stop it. Sometimes, unscrupulous companies are aware of this and change the name or amount slightly and continue to make withdrawals. If you want to cancel a pre-authorized payment to a specific company, you must also contact them to cancel the payments from their side.

Issuing a stop payment on a cheque

When you ask us to stop payment on a cheque you wrote and we do so, you agree to pay any costs we incur or any fees we may charge for this service. We reserve the right to not act on your request to stop a payment if you do not agree to pay such costs or fees. Of course, we can't stop payment if the cheque clears before we receive your request. In that case, we are not responsible for stopping the payment.

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

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

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

General Restriction on Sending Payments

You will not include in any payment, transfer, or similar communication including a wire payment, content that is:

- › harmful to Scotiabank or any individual, company, corporation or other body corporate, government, governmental body, unincorporated body of persons or association;
- › reasonably considered to be the personal information of an individual, unless it has been provided with the appropriate consent and in accordance with applicable privacy laws;
- › a virus or other code or mechanism that is intended or is likely to cause damage including, but not limited to, a deceptive or malicious URL;
- › offensive or defamatory;
- › relates to, or is used to conduct, illegal activities; or
- › otherwise in contravention of applicable laws and rules.

Protecting yourself from fraud

Canadians lose hundreds of millions of dollars every year to fraud schemes. Keeping your money safe from fraudsters is your responsibility. You need to be aware of common frauds, including:

- › *Impersonation scams*: fraudsters pose as bank employees, police, or other government agencies and claim you must urgently send them money to avoid negative consequences;
- › *Investment scams and pig-butchering scams*: fraudsters promise a too-good-to-be true investment opportunity, and often require additional fees to withdraw the profits (which do not exist);
- › *Job/Task scams*: fraudsters promise a lucrative remote work opportunity, but then require you to send money in order to get paid;
- › *Bad cheque scams*: fraudsters send you a counterfeit cheque and ask you to deposit it and send some of the funds on to another account. When the cheque is eventually returned, you lose that money. See also section "Cheques you deposit may be returned";
- › *Romance scams*: fraudsters contact you and attempt to become long-distance romantic interests in order to get you to send them your money;
- › *Tech support scams*: fraudsters pose as a reputable security or technology company and have you install software on your computer which gives them control of your accounts;

- › *Service scams*: fraudsters pose as a service provider (for example, a cell phone or construction contractor) and claim to offer services at a much lower cost. The service or product is never provided.
- › *Advance fee scams*: fraudsters claim you have won a prize or are named as the beneficiary of a large estate, and require you to pay in advance to obtain it; and
- › *Grandparent scams*: fraudsters, sometimes using AI voice technology, pose as loved ones in crisis (for example, claiming they are in legal trouble or have been kidnapped) and request urgent money.
- › *Other*: always be suspicious when someone you do not know well, or have only interacted with online or over the phone, asks you to send money to them. Be alert for red flags such as a sense of urgency, too-good-to-true opportunities, requests for secrecy, or the use of irregular payment methods such as cryptocurrencies or gift cards. Money sent to fraudsters is rarely recovered!

You agree that you have, and will regularly review Scotiabank's Advice+ section on protecting yourself from fraud: <https://www.scotiabank.com/ca/en/security.html>

Part 4 Day-to-Day Banking Accounts

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

Basic Banking Account*

A basic bank account that covers your minimal needs.

- › 12 free debit or Interac e-Transfer[†] transactions (including 4 teller assisted)

Basic Plus Bank Account

A basic account with value-added features.

- › 25 free debit or Interac e-Transfer[†] transactions

Preferred Package

Our most popular features packaged for your everyday banking needs.

- › Unlimited debit transactions & Interac e-Transfer[†] transactions
- › First year annual fee rebate on new select Scotiabank credit cards⁹
- › Preferred Interest Rate Boost on your entire Momentum^{PLUS} Savings Account balance¹¹
- › For additional features and benefits refer to table page 17

Ultimate Package

Spend, save, invest all from one package.

- › Unlimited debit transactions & Interac e-Transfer[†] transactions
- › No transaction fee for the International Money Transfer
- › Ongoing annual fee rebate on select Scotiabank credit cards¹⁰
- › Ultimate Interest Rate Boost on your entire Momentum^{PLUS} Savings Account balance¹¹
- › Unlimited free Global ABM withdrawals
- › For additional features and benefits 9 more perks refer to table page 17

Note: For additional information on services and charges relating to these accounts, please refer to the chart on page 17 and the "Other Banking Services and Fees" on page 39 in this booklet.

Day-to-Day Banking Accounts¹ – At a Glance

	Basic Banking Account	Basic Plus Bank Account	Preferred Package	Ultimate Package
Core Account Features & Fees				
Monthly Account Fee ²⁰	\$3.95 (Free for RDSP beneficiaries, see page 24 for details)	\$11.95	\$16.95	\$30.95
Seniors' Discount (credit to Monthly Account Fee)	(\$3.95)	(\$4.00)	(\$4.00)	(\$7.00)
Minimum daily closing balance required for monthly account fee waiver ²¹	Not applicable	\$3,000	\$4,000 ²	\$6,000 ³
Minimum daily closing balance across the Ultimate Package and Momentum ^{PLUS} Savings Account(s) required for monthly account fee rebate ²¹	-	-	-	\$30,000 ³
No. of debit transactions (any type, unless specified) included in the monthly fee (debit transactions included per statement cycle)	12 (incl. 4 teller-assisted)	25	Unlimited	Unlimited
Charge for each additional debit transaction (any type unless specified) over the monthly limit	\$1.25	\$1.25	-	-
Interac e-Transfer [†] transactions	Free ¹⁹	Free ¹⁹	Free	Free

Day-to-Day Banking Accounts¹ – At a Glance

	Basic Banking Account	Basic Plus Bank Account	Preferred Package	Ultimate Package
International Money Transfer (IMT) ¹⁸	\$1.99	\$1.99	\$1.99	No transaction fee
Access fee for each cash withdrawal at non-Scotiabank ABM (Interac in Canada)	\$2.00	\$2.00	1 free/mth (\$2.00 each additional) ⁴	Unlimited ⁵
Access fee for each ABM cash withdrawal at Visa* or PLUS* System (inside Canada and U.S.)	\$3.00	\$3.00	\$3.00	Unlimited ⁵
Access fee for each ABM cash withdrawal at Visa* or PLUS* System (outside Canada & U.S.)	\$5.00	\$5.00	\$5.00	Unlimited ⁵
Overdraft Protection (subject to approval) Refer to page 43 for Overdraft Related fee information.	Fees Apply	Fees Apply	Fees Apply	Free ⁶
Personalized Cheques	Fees Apply	Fees Apply	Fees Apply	Free ⁷
Drafts	\$9.50	\$9.50	\$9.50	Free ⁸
Packaged Features & Services				
Annual fee rebate on new selected Scotiabank credit cards	-	-	First year annual fee rebate on selected credit cards ⁹	Annual fee rebate each year on selected credit cards ¹⁰
Interest Rate Boost on Momentum ^{PLUS} Savings Account(s)	-	-	Applicable ¹¹	Applicable ¹¹

Day-to-Day Banking Accounts ¹ – At a Glance	Basic Banking Account	Basic Plus Bank Account	Preferred Package	Ultimate Package
Preferred/Ultimate Rate on GICs	-	-	Preferred GIC Rate ¹²	Ultimate GIC Rate ¹³
Additional Scotia® U.S. Dollar Daily Interest Account	-	-	No Monthly Account Fee ¹⁴	No Monthly Account Fee ¹⁴
Additional Basic Plus Bank Account	-	-	-	No Monthly Account Fee ¹⁵
Safety Deposit Box Annual fee waiver	-	-	-	\$60 per year (equivalent to a small box) ¹⁶
Free trades with Scotia iTRADE®*	-	-	Buy 1 Get 1 free up to 10 per year on Mobile App only (20 in the first year) ²²	5 per year (10 in the first year) ¹⁷

Additional Bank Benefits

Scene+™ Program	-	-	Eligible	Eligible
Bank The Rest Savings Program	Free	Free	Free	Free
Mobile Cheque Deposit	Free	Free	Free	Free
Each assisted telephone transaction	Free	Free	Free	Free
Scotia InfoAlerts	Free	Free	Free	Free
Open Transit Debit ²³	Free	Free	Free	Free

Other Bank Features & Fees

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

Monthly Recordkeeping Options, Related Services & Fees

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

* Basic Banking Account is also known or recognized as the Basic Bank Account

For additional information, please refer to page 39, the “Other Banking Services and Fees” section in this booklet.

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* Scotia iTRADE® (Order-Execution Only) is a division of Scotia Capital Inc. (“SCI”). SCI is regulated by the Canadian Investment Regulatory Organization and is a member of the Canadian Investor Protection Fund. Scotia iTRADE does not provide investment advice or recommendations and investors are responsible for their own investment decisions.

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

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

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

³ Ultimate Package monthly account fee is waived if a minimum daily closing balance of \$6,000 is maintained for the entire month (statement period). If the monthly balance of the Ultimate Package account is less than the daily minimum of \$6,000 but has a combined minimum daily closing balance of \$30,000 across the Ultimate Package account and Momentum^{PLUS} Savings Account(s) for the entire month (statement period), the monthly account fee of the Ultimate Package account will be charged then rebated within the first 10 business days of the following month. The account must have sufficient funds to cover any fees, including the monthly account fee. The account balance of one (1) Ultimate Package Account plus more than one (1) Momentum^{PLUS} Savings Account(s) qualify to pay no monthly account fees on one (1) Ultimate Package account. Account holders of the Ultimate Package who are also account holders of the Momentum^{PLUS} Savings Account(s) qualify.

- ⁴ The Preferred Package account includes 1 free non-Scotiabank Interac¹ ABM cash withdrawal within Canada per month. Access fee for each subsequent withdrawal at non-Scotiabank Interac¹ ABMs will be charged \$2.00 per withdrawal. Each cash withdrawal from non-Scotiabank Visa* or PLUS* ABMs will be charged \$3.00 in Canada and the U.S. and \$5.00 outside of Canada and the U.S. Account holders may still be charged a convenience fee by the other bank and/or ABM operator, not by Scotiabank.
- ⁵ The Ultimate Package account includes non-Scotiabank Interac¹ ABM cash withdrawals in Canada and cash withdrawals at non-Scotiabank Visa* or PLUS* ABMs within and outside of Canada. Account holders may still be charged a convenience fee by the other bank and/or ABM operator, not by Scotiabank.
- ⁶ Ultimate Package Account holders who add Overdraft Protection to their account will have the Overdraft Protection fee(s) automatically waived. Interest will remain to be payable on overdrawn balances, calculated daily at 21% (per annum) and charged monthly. The account must have a positive balance at least once every 30 days. A \$5.00 handling fee will be charged for each item that is paid while the account is overdrawn more than the authorized limit. Subject to approval.
- ⁷ The account qualifies for one (1) book of 100 personalized cheques per year per account. Account must be in good standing.
- ⁸ The Ultimate Package qualifies for unlimited Canadian and U.S. dollar drafts. Account must be in good standing.
- ⁹ If you open a Preferred Package account (the "Account"), on or after the date you open the Account (the "Account Open Date"), you will receive an annual fee rebate for the first year only (the "First Year Annual Fee Rebate") on one eligible Scotiabank Credit Card account (an "Eligible Card") opened on or after the Account Open Date. Eligible Cards are the Scotiabank Gold American Express[®], Scotiabank Passport[®] Visa Infinite*, Scotia Momentum[®] Visa Infinite* and Scotiabank Value[®] Visa* credit cards. Eligible Cards are subject to change. Each Account can only receive one First Year Annual Fee Rebate regardless of the number of account holders on the Account or Eligible Cards opened. The First Year Annual Fee Rebate will be applied to the first annual fee charged to one Eligible Card that you hold as the primary cardholder after the Account Open Date. If there is more than one Eligible Card opened after the Account Open Date, the First Year Annual Fee Rebate will be applied only to the first annual fee charged to one Eligible Card that you hold as the primary cardholder after the Account Open Date. This First Year Annual Fee Rebate is only available for new Eligible Cards opened on or after the Account Open Date. Current or previous cardholders of an Eligible Card or cardholders that transfer to an Eligible Card on or after the Account Open Date will not receive the First Year Annual Fee Rebate. All other fees and charges applicable to the Eligible Card continue to apply. First Year Annual Fee Rebate will not be applied if the Account or Eligible Card is not open or is not in good standing and cannot be combined with any other annual fee rebate offer. If your Account was automatically converted from the Preferred Package for Students and Youth, we do not consider the Account to be newly opened and as such First Year Annual Fee Rebate will not apply to the Account that was automatically converted from the Preferred Package for Students and Youth. Current annual fees, rates and other features for Eligible Cards are subject to change.
- ¹⁰ If you open an Ultimate Package account (the "Account"), on or after the date you open the Account ("Account Open Date") you will receive an annual fee rebate of up to \$150 on one Eligible Card that you hold as the primary cardholder ("Annual Fee Rebate"), for each year as long as you have one eligible Scotiabank Credit Card account (an "Eligible Card") and the Account which are open and in good standing. You will receive the Annual Fee Rebate, even if you opened an Eligible Card prior to the Account Open Date. Eligible Cards are the Scotiabank Gold American Express[®], Scotiabank Passport[®] Visa Infinite*, Scotiabank Passport[®] Visa Infinite Privilege*, Scotia Momentum[®] Visa Infinite* and Scotiabank Value[®] Visa* credit cards. Eligible Cards are subject to change. Each Account will only receive one Annual Fee Rebate regardless of the number of account holders on the Account or Eligible Cards held or opened. The Annual Fee Rebate will be applied to the first annual fee charged on the Eligible Card after the Account Open Date. If you are the primary cardholder of multiple Eligible Cards, the Annual Fee Rebate will be applied to the first annual fee that is charged on an Eligible Card after the Account Open Date. If your Eligible Card has an annual fee that is greater than \$150, you remain responsible for any difference after the Annual Fee Rebate is applied. All other fees and charges applicable to the Eligible Card continue to apply. Annual Fee Rebate cannot be combined with any other annual fee rebate or waiver offer. Current annual fees, rates and other features for Eligible Cards are subject to change.
- ¹¹ Preferred Package account holders receive an additional Preferred Interest Rate Boost and Ultimate Package account holders receive an additional Ultimate Interest Rate Boost. Refer to the Current Rates Page on Scotiabank.com for current interest rates, which are subject to change at any time without advance notice. It will take up to 10 business days after activating a Preferred Package account or an Ultimate Package account for the Preferred Interest Rate Boost or Ultimate Interest Rate Boost to apply. The Preferred Interest Rate Boost or Ultimate Interest Rate Boost will cease to apply effective as of the date that Preferred Package account or Ultimate Package account is closed.
- The Preferred Interest Rate Boost and the Ultimate Interest Rate Boost are calculated daily on the Momentum^{PLUS} Savings Account(s) closing balance and paid monthly.
- ¹² Preferred Package account holders will receive Preferred Package GIC interest rates ("Preferred Package GIC Rates") on Long Term Non-Redeemable GICs with terms between 1 and 10 years, excluding Special Rate GICs, Market Linked GICs and Guaranteed Income Optimizer GICs. The Preferred Package GIC Rates are subject to change without notice. For the latest Preferred Package GIC Rates, contact your branch or call 1-800-4-SCOTIA. Interest is accrued daily on your GIC from the issue date up to, but not including, the maturity date. For Scotiabank GICs that pay interest during their term (monthly, semi-annually or annually) the last interest payment is paid at maturity.
- ¹³ Ultimate Package holders will receive Ultimate Package GIC interest rates ("Ultimate Package GIC Rates") on Long Term Non-Redeemable GICs with terms between 1 and 10 years, excluding Special Rate GICs, Market Linked GICs and Guaranteed Income Optimizer GICs. The Ultimate Package GIC Rates are subject to change without notice. For the latest Ultimate Package GIC Rates, contact your branch or call 1-800-4-SCOTIA. Interest is accrued daily on your GIC from the issue date up to, but not including, the maturity date. For Scotiabank GICs that pay interest during their term (monthly, semi-annually or annually) the last interest payment is paid at maturity.
- ¹⁴ The primary account holder of the Preferred Package or Ultimate Package qualifies for a monthly account fee waiver on a Scotia[®] U.S. Dollar Daily Interest Account. The primary account holder on the Preferred Package or Ultimate Package account can be either the primary or joint account holder on the Scotia[®] U.S. Dollar Daily Interest Account to qualify. If the primary account holder of the Preferred Package or Ultimate Package had a Scotia[®] U.S. Dollar Daily Interest Account prior to activating a Preferred Package or Ultimate Package the fee waiver will apply to the bill cycle following the activation of the Preferred Package or Ultimate Package. Limit of one (1) Scotia[®] U.S. Dollar Daily Interest Account per Preferred Package or Ultimate Package account. Both accounts must be in good standing.
- ¹⁵ The primary account holder of the Ultimate Package qualifies for a monthly account fee waiver on a Basic Plus Bank Account. The primary account holder on the Ultimate Package account can be either the primary or joint account holder on the Basic Plus Bank Account. If the primary account holder of the Ultimate Package had a Basic Plus Bank Account prior to activating a new Ultimate Package the fee waiver will apply to the bill cycle following the activation of the Ultimate Package. Limit of one (1) Basic Plus Bank Account per Ultimate Package account. Both accounts must be in good standing.
- ¹⁶ Subject to availability. Upon activation, the primary account holder of the Ultimate Package account who gets a safety deposit box for which they are the primary box holder will receive a \$60.00 fee discount (value of a small safety deposit box) applied annually as long as the account is in good standing. Limit of one (1) annual fee discount per Ultimate Package account.
- ¹⁷ Account holders who have a Scotia iTRADE account (except for corporate and non-personal Scotia iTRADE accounts) qualify to be credited with the commissions associated with their first 10 online commissionable trades of equities, options, debentures or ETFs ("Eligible Securities") placed across all account holder(s)' Scotia iTRADE accounts within the calendar year when they open the Ultimate Package account. In the second calendar year and thereafter, account holders qualify to be credited with the commissions associated with their first 5 online commissionable trades of Eligible Securities placed across all their Scotia iTRADE accounts during each year. Both the Ultimate Package account and Scotia iTRADE accounts must be in good standing on the last day of every month. Credits will be applied to the account holder's non-registered Scotia iTRADE account, and, in its absence, to the account holder's registered Scotia iTRADE account in CAD currency (converted from USD to CAD for trades executed in USD, using the applicable foreign exchange rate) within the first 10 business days of the month following the trades. To be eligible, the primary or joint account holder of the Ultimate Package account can be either the primary or joint account holder of the Scotia iTRADE account. Credits will appear as \$4.99 or \$9.99 per trade depending on the account trading activity: standard commissions are \$9.99, if more than 150 trades are placed per quarter commissions are valued at \$4.99 per trade, debenture commissions are valued at \$24.99 per trade. Trades executed by a Trading Authority in the Scotia iTRADE account are also eligible. To qualify for you must not be in a disallowed debit position in your Scotia iTRADE accounts and not have any outstanding margin calls due in your Scotia iTRADE accounts. No cash redemption value. Free trades are limited to one per client. Only one account holder per each joint Ultimate Package account will be entitled to receive the credits for 10 or 5 free trades, as applicable, into their Scotia iTRADE account.
- ¹⁸ We derive income from the fee as well as the difference (the spread) between the prices we bid to buy and offer to sell foreign currency. Our spreads may differ from time to time across currencies. The spread is reflected in the price we quote for the Requested Currency of your international money transfer request. The price of any Local FX Conversion Transaction will also include a spread charged by the relevant intermediary or recipient bank.

¹⁹ Although there is no additional fee for each Interac e-Transfer, sending an Interac e-Transfer will count towards the number of debit transactions included per month.

²⁰ A monthly account fee will be charged at the end of the statement period or, if you close your account, at the date of account closure. If you switched your account type in the middle of a statement period, the full amount of monthly account fee for the account type that you switched into will apply. The monthly account fee will not be prorated depending on the number of days that you had the specific account type for.

²¹ When switching from one bank account type to another, the minimum daily closing balance as required for the new account type must have been maintained from the start of the statement period during which the switch occurred in order for the new account type's monthly account fee to be waived or rebated.

²² As of January 1, 2023, new and existing Preferred Package bank account holders who open a **new Scotia iTRADE account** for the first time qualify for the following benefit:

Trade one get one free using the Scotia iTRADE Mobile App: Receive a rebate for the commissions incurred for every second eligible commissionable trade placed through the Scotia iTRADE Mobile App (up to a maximum of 20 in the first calendar year, and 10 in the second calendar year and thereafter while the Scotia iTRADE client is a Preferred Package bank account holder). The rebate relating to options will be applied to base commissions only.

As of January 1, 2023, new and existing Preferred Package bank account holders who have an **existing Scotia iTRADE account** qualify for the following benefit:

Trade one get one free using the Scotia iTRADE Mobile App: Receive a rebate for the commissions incurred for every second eligible commissionable trade placed through the Scotia iTRADE Mobile App (up to a maximum of 10 in the first calendar year and thereafter while the Scotia iTRADE client is a Preferred Package bank account holder). The rebate relating to options will be applied to base commissions only.

Trade one get one free rebates: The rebate will be applied to the account holder's non-registered Scotia iTRADE account, or in its absence, their registered Scotia iTRADE account, in CAD currency (converted from USD to CAD for trades executed in USD, using the applicable foreign exchange rate) within the first 10 business days of the month following the month that the trades were executed.

Eligibility & Exclusions:

Eligible commissionable trades include stocks, ETFs, options placed across all Preferred Package account holder(s)' Scotia iTRADE accounts within the calendar year since the later of January 1, 2023 and the time when a client opens a Scotia iTRADE account.

Corporate and non-personal Scotia iTRADE accounts are not eligible.

Joint Preferred Package account holders are collectively entitled to the rebates for the **total** of the **first** 10 or 20 (as applicable) eligible trades fulfilled within their Scotia iTRADE accounts as between joint Preferred Package account holders regardless of whether or not such Scotia iTRADE accounts are sole or joint with other people.

Both the Preferred Package bank account and Scotia iTRADE accounts must be in good standing on the last day of every month.

The Scotia iTRADE account must not be in a disallowed debit position and must not have any outstanding margin calls due.

No cash redemption value.

This offer can be combined with other Scotia iTRADE programs (excluding Student Banking Advantage Plan offer) and campaigns unless otherwise specified. Should free trade rebates be awarded for the other programs and campaigns, those free trades will be applied first until fully consumed before applying Preferred Package free trades rebate.

²³ Open transit debit transactions are made when you tap your debit card (including in a digital wallet) at a public transit fare reader across Canada where available. Open transit debit transactions will not be counted against the allotted number of free debit transactions for your account type. This does not apply to Scotia Chequing (stop sold) and Savings Accounts. Open transit debit transactions do not include a debit transaction through which you are purchasing tickets or loading your fare card.

Part 5 Special feature plans

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

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

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

Preferred Package for Students and Youth

Those under the age of 23 are eligible for the Preferred Package for Students and Youth. Only one Preferred Package for Students and Youth account can be opened by the same client. A parent or guardian may open a Preferred Package for Students and Youth account for a minor child under the age of 16. A minor under 14 must be accompanied by a parent or guardian to open an account. A minor aged between 14 and 15 may open an account on their own if they are able to provide acceptable ID and if they do not require a debit card. If they cannot provide acceptable ID or require a debit card, they must be accompanied by a parent or guardian to open an account. Once a minor is 16, they must provide acceptable ID in order to open an account and can ask us in writing to have sole authority over their account without consent from a parent or guardian. The parent or guardian must be present to transfer signing authority, even if the child is older than 16.

Those over the age of 23 can use this account if you are a full-time student at a qualifying post-secondary school in Canada or the U.S. and provide to us a proof of enrolment to verify student status and duration of the program. As a student, you will be asked to verify your student status through email or in branch at the time of opening the account or during the course of your banking relationship with us.

Eligible proof of enrollment must include your full name, your school's name, and the date and duration of your program. This could include:

- › A student card with expiry date
- › A course timetable for the current academic year
- › A letter from your school
- › A receipt for paid tuition for the current academic term
- › An acceptance letter

When you turn 23 years old

When you turn 23, your Preferred Package for Students and Youth account will be converted to a regular Preferred Package, unless you are an eligible student at that time and we have received a proof of enrollment prior to your 23rd birthday. Your debit card number, account number, and your online banking and mobile banking details will remain the same.

When you are 23 or older and no longer a full-time student

In your graduating year, you need to present an updated proof of enrollment to a qualifying post-secondary school in Canada or the U.S. in order to continue taking advantage of the Preferred Package for Students and Youth. When you are no longer enrolled full-time and you have not presented an updated proof of enrollment prior to the deadline set out in our notice to you, your Preferred Package for Students and Youth will automatically be converted to a Preferred Package. You will be reminded by email, Scotia OnLine, or by regular mail of the changes and other account options at least 60 days prior to conversion. Please visit www.scotiabank.com/Preferred, your local branch or call us at 1-800-4SCOTIA.

Interest on this account

We do not pay interest on this account

Seniors' discount

We automatically give clients 60 years and older up to \$7.00 off the monthly account fee for these accounts:

- › Ultimate Package

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

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

When we apply the discount

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

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

For more information on services and charges

Please refer to:

- › Other Banking Services and Fees on page 39

Special Feature Plans Under Age 23 & Fulltime Students over 23 years of age – At a Glance

	Preferred Package for Students and Youth
Core Account Features & Fees	
Monthly Account Fee	Free
No. of debit transactions (any type, unless specified) included in the monthly fee	Unlimited
Charge for each debit transaction (any type, unless specified) over the monthly limit	Not applicable
Monthly Recordkeeping Options & Fees	
Paperless	Free
Paper Statement	Free
Paper Statement with Cheque Image Return	Free
Recordkeeping Related Services & Fees	
View each electronic image of cleared cheque (free with Paperless recordkeeping option)	Free
Each mini statement at ABM	Free
Other Banking Services/features & Fees**	
Bank The Rest Savings Program	Free
Mobile Cheque Deposit	Free
Scene+™ Program	Eligible
Access fee for each cash withdrawal at non-Scotiabank ABM (Interac in Canada)	\$2.00
Access fee for each ABM cash withdrawal at Visa* or PLUS* System (within Canada & U.S)	\$3.00
Access fee for each ABM cash withdrawal at Visa* or PLUS* System (outside Canada & U.S)	\$5.00

Special Feature Plans Under Age 23 & Fulltime Students over 23 years of age – At a Glance

	Preferred Package for Students and Youth
Each assisted telephone transaction	Free
Scotia InfoAlerts	Free
Each Interac ¹ e-Transfer transaction	Free
Each Cross Border (NYCE) Debit	\$1.00
Each cash withdrawal at another Financial Institution using your ScotiaCard with Visa Debit	\$5.00
Overdraft Protection (subject to approval) refer to page 43 for Overdraft related fee information	Fees Apply
Scotia iTRADE benefits	Free trades for Students and Youth – where eligible ¹
Annual fee waiver on new selected Scotiabank credit cards	First year annual fee rebate on selected credit cards ²
Interest Rate Boost on Momentum ^{PLUS} Savings Account(s)	Applicable ³
Preferred Rate on GICs	Preferred GIC Rate ⁴
Additional Scotia U.S. Dollar Daily Interest Account	No Monthly Account Fee ⁵
Open Transit Debit ⁶	Free

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

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

For additional information, please refer to Other Banking Services and Fees on page 39 in this booklet.

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

¹ As of May 26, 2025, new and existing Preferred Package for Students and Youth account holders who have or open a Scotia iTRADE account will receive a waiver of commission on all eligible commissionable trades (up to \$9.99 CAD/USD per transaction) (the "Waiver"). The Waiver relating to options will be applied to base commissions only.

Note: it can take up to 10 business days from the date of opening a new Preferred Package for Students and Youth account or Scotia iTRADE account for the Waiver to apply. The Waiver will be applied at the time of trade.

Eligibility & Exclusions:

Eligible commissionable trades include stocks, ETFs and options (base commission only) placed across all Preferred Package for Students and Youth primary account holder's Scotia iTRADE accounts after the later of May 26, 2025 and the time when a client opens a Scotia iTRADE account.

Corporate and non-personal Scotia iTRADE accounts are not eligible.

Only the primary account holder of a Preferred Package for Students and Youth account and of a Scotia iTRADE account will be entitled to receive the Waiver in their Scotia iTRADE account(s).

Both the Preferred Package for Students and Youth account and Scotia iTRADE accounts must be open and in good standing on the last day of every month for the Waiver to apply.

The Scotia iTRADE account must not be in a disallowed debit position and must not have any outstanding margin calls due.

Preferred Package Students and Youth account holders will not qualify for iClub membership based solely on their trading activity.

No cash redemption value.

This offer can be combined with other Scotia iTRADE programs and campaigns unless otherwise specified.

Must be at least the age of majority in province of residence to open a Scotia iTRADE account.

Scotia iTRADE® (Order-Execution Only) is a division of Scotia Capital Inc. ("SCI"). SCI is regulated by the Canadian Investment Regulatory Organization and is a member of the Canadian Investor Protection Fund. Scotia iTRADE does not provide investment advice or recommendations and investors are responsible for their own investment decisions.

² If you open a Preferred Package for Students and Youth account (the "Account"), on or after the date you open the Account (the "Account Open Date"), you will receive an annual fee rebate for the first year only (the "First Year Annual Fee Rebate") on one eligible Scotiabank Credit Card account (an "Eligible Card") opened on or after the Account Open Date. Eligible Cards are the Scotiabank Gold American Express®, Scotiabank Passport® Visa Infinite*, Scotia Momentum® Visa Infinite* and Scotiabank Value® Visa* credit cards. Eligible Cards are subject to change. Each Account can only receive one First Year Annual Fee Rebate regardless of the number of account holders on the Account or Eligible Cards opened. The First Year Annual Fee Rebate will be applied to the first annual fee charged to one Eligible Card that you hold as the primary cardholder after the Account Open Date. If there is more than one Eligible Card opened after the Account Open Date, the First Year Annual Fee Rebate will be applied only to the first annual fee charged to one Eligible Card that you hold as the primary cardholder after the Account Open Date. This First Year Annual Fee Rebate is only available for new Eligible Cards opened on or after the Account Open Date. Current or previous cardholders of an Eligible Card or cardholders that transfer to an Eligible Card on or after the Account Open Date will not receive the First Year Annual Fee Rebate. All other fees and charges applicable to the Eligible Card continue to apply. First Year Annual Fee Rebate will not be applied if the Account or Eligible Card is not open or is not in good standing and cannot be combined with any other annual fee rebate offer. Current annual fees, rates and other features for Eligible Cards are subject to change. Credit card accounts are subject to credit review and approval.

³ Preferred Package for Students and Youth account holders will receive a boost to the Regular Interest Rate (the "Preferred Interest Rate Boost"). Refer to the Current Rates Page on Scotiabank.com for the Total Annual Interest Rate applicable to the Preferred Package for Students and Youth (current Regular Interest Rate plus Preferred Interest Rate Boost), which is subject to change at any time without advance notice. It will take up to 10 business days after activating a Preferred Package for Students and Youth account for the Preferred Interest Rate Boost to apply. The Preferred Interest Rate Boost will cease to apply effective as of the date that the Preferred Package for Students and Youth account is closed. The Preferred Interest Rate Boost is an annual rate calculated daily on the *Momentum^{PLUS}* Savings Account(s) closing balance and paid monthly.

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

⁵ The primary account holder of the Preferred Package for Students and Youth qualifies for a monthly account fee waiver on a Scotia® U.S. Dollar Daily Interest Account. The primary account holder on the Preferred Package for Students and Youth account can be either the primary or joint account holder on the Scotia® U.S. Dollar Daily Interest Account to qualify. If the primary account holder of the Preferred Package for Students and Youth had a Scotia® U.S. Dollar Daily Interest Account prior to activating a Preferred Package for Students and Youth the fee waiver will apply to the bill cycle following the activation of the Preferred Package for Students and Youth. Limit of one (1) Scotia® U.S. Dollar Daily Interest Account per Preferred Package for Students and Youth account. Both accounts must be in good standing.

⁶ Open transit debit transactions are made when you tap your debit card (including in a digital wallet) at a public transit fare reader across Canada where available. Open transit debit transactions will not be counted against the allotted number of free debit transactions for your account type. This does not apply to Scotia Chequing (stop sold) and Savings Accounts. Open transit debit transactions do not include a debit transaction through which you are purchasing tickets or loading your fare card.

Part 6 Savings accounts

Scotiabank Momentum^{PLUS} Savings Account

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

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

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

How we calculate Regular Interest

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

How Premium Interest works

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

A Premium Period begins when you make a deposit. Any deposit made after 6 p.m. Eastern Standard Time on the last day of the Premium Period may be considered as a deposit made the next day which will be the first day of a new Premium Period. Any transaction that draws money from that specific Premium Period will end it and the premium interest will be forfeited. For example, these transactions end a Premium Period: withdrawals, transfers (including transfers to your other Scotiabank accounts and between Premium Periods within your *Momentum^{PLUS}* Savings Account), and transaction-related service fees. When one Premium Period ends, a new Premium Period of the same length starts the same day.

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

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

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

How Preferred and Ultimate Interest Rate Boosts work

Preferred Package account holders receive an additional Preferred Interest Rate Boost and Ultimate Package account holders receive an additional Ultimate Interest Rate Boost.

It will take up to 10 business days after activating a Preferred Package account or an Ultimate Package account for the Preferred Interest Rate Boost or Ultimate Interest Rate Boost to apply respectively.

The Preferred Interest Rate Boost or Ultimate Interest Rate Boost will cease to apply effective as of the date that Preferred Package account or Ultimate Package account is closed.

The Preferred Interest Rate Boost and the Ultimate Interest Rate Boost are calculated daily on the *Momentum^{PLUS}* Savings Account(s) closing balance and paid monthly.

A limit of one (1) Preferred Interest Rate Boost or Ultimate Interest Rate Boost is available per *Momentum^{PLUS}* Savings Account. If both Preferred Interest Rate Boost and Ultimate Interest Rate Boost apply to the *Momentum^{PLUS}* Savings Account at the same time, the Ultimate Interest Rate Boost will prevail.

How Bonus Interest works

From time to time, we may offer additional bonus interest at our discretion. These offers are made on a temporary basis. Bonus interest is calculated at the applicable bonus interest rate only during the limited time offer period unless otherwise provided. Please refer to the applicable offer terms and conditions for specific requirements and conditions that may apply to each bonus interest rate offer.

Changes to interest rates and premium periods

Regular Interest Rates, Premium Interest Rates, Premium Periods, Preferred Interest Rate Boost, and Ultimate Interest Rate Boost can change at any time. Changes to Regular Interest Rates, Preferred Interest Rate Boost and Ultimate Interest Rate Boost apply immediately.

The Premium Interest rate will stay the same until the end of the Premium Period for deposits you made before the rate change. If you deposit new amounts after the rate change, the new rate applies. We post current Regular Interest Rates, Premium Interest Rates, Premium Periods, Preferred Interest Rate Boost, and Ultimate Interest Rate Boost at www.scotiabank.com.

If more than one person holds the account

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

More details

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

For more information on services and charges

Please refer to:

- › the chart on page 36
- › Other Banking Services and Fees on page 39

Scotiabank Savings Accelerator Account

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

For more information

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

Money Master[®] Savings Account

The Money Master Savings Account pays you interest on your entire balance.

If more than one person holds the account

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

Interest on this account

We calculate interest daily and pay it monthly. The rate we use to calculate interest is based on which “tier” your daily account closing balance fits into. Different tiers may give different annual interest rates. The annual interest rate for a tier is applied daily to the entire daily account closing balance. Find current rates and tiers at www.scotiabank.com.

More details

- › No monthly fees.
- › Easy access to money through *Scotia OnLine*, Scotiabank Mobile Banking, Customer Contact Centre, Scotiabank ABM, and Interac[†] Debit.
- › A \$5.00 per transaction fee on debit transactions except transfers between Scotiabank accounts.
- › Unlimited no-fee transfers to your other Scotiabank accounts using *Scotia OnLine*, *TeleScotia*, Scotiabank Mobile Banking, Scotiabank ABM, and the Customer Contact Centre.
- › Transfer round-up amounts to this account with the *Bank The Rest* Savings Program refer to page 85.
- › You cannot hold this account within a registered plan

For more information on services and charges

Please refer to:

- › the chart on page 36
- › Other Banking Services and Fees on page 39

Part 7 Foreign currency accounts

Scotia® US Dollar Daily Interest Account

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

Details of the account

- › No fee for US dollar drafts purchased from this account.

Electronic banking services you can use with this account

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

US cash and cheques

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

Interest on this account

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

For more information on services and charges

Please refer to:

- › the chart on page 36
- › Other Banking Services and Fees on page 39

Fees on this account are in US dollars.

Scotia Euro Savings Account*

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

Details of the account

- › There is no fee for using your passbook. The passbook can only be updated at the branch the account was opened.
- › Mobile Cheque Deposit is not available for this account.

Euro cash

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

Interest on this account

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

For more information on services and charges

Please refer to:

- › the chart on page 36
- › Other Banking Services and Fees on page 39

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

*Scotia Euro Savings Account is also known or recognized as Scotia Euro Daily Interest Savings Account

Part 8 Savings accounts at a glance

Savings Accounts – At a Glance	High Interest Savings Accounts	Foreign Currency Savings Accounts		
	Scotiabank Momentum ^{PLUS} Savings Account (page 30)	Money Master [®] Savings Account (page 32)	U.S. \$ Daily Interest Account (page 34)	Scotia Euro Savings Account (page 35)
Core Account Features & Fees				
Monthly Account Fee ³	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 per statement cycle	Unlimited self-service transfers ¹	Unlimited self-service transfers ¹	2	2 teller-assisted
Charge for each debit transaction (any type, unless specified) over the monthly limit	\$5.00 ¹	\$5.00 ¹	\$1.25 U.S.	€ 1.25
Eligible deposit for Canada Deposit Insurance Corporation (CDIC) coverage	Yes	Yes	Yes	Yes
Monthly Recordkeeping Options & Fees				
Paperless	Available ²	Free	Free	Not available
Paper Statement	Available ²	\$2.25	Free	Not available
Paper Statement with Cheque Image Return	Not available	Not available	\$2.50 U.S.	Not available

Savings Accounts – At a Glance **High Interest Savings Accounts** **Foreign Currency Savings Accounts**

	<i>Scotiabank Momentum^{PLUS}</i> Savings Account (page 30)	<i>Money Master[®]</i> Savings Account (page 32)	U.S. \$ Daily Interest Account (page 34)	Scotia Euro Savings Account (page 35)
Passbook	Not available	Not available	Not available	Free

Recordkeeping Related Services & Fees

Each Passbook Statement (automatically generated after 50 transactions have been processed without a passbook update)	Not applicable	Not applicable	Not applicable	€ 2.00
View each electronic image of cleared cheque (free with Paperless recordkeeping option)	Not available	\$1.50	Not available	Not available
Each mini statement at ABM	Not available	Free	Not available	Not available

Other Banking Services/features & Fees**

Access fee for each cash withdrawal at non-Scotiabank ABM (Interac ¹)	Not available	\$2.00	Not available	Not available
Mobile Cheque Deposit	Free	Free	Free	Not available
Access fee for each ABM cash withdrawal at non-Scotiabank Visa* or PLUS* System (within Canada & U.S)	Not available	\$3.00	Not available	Not available
Access fee for each ABM cash withdrawal at non-Scotiabank Visa* or PLUS* System (outside Canada & U.S)	Not available	\$5.00	Not available	Not available
Each assisted telephone transaction	Free	Free	Not available	Not available

Savings Accounts – At a Glance **High Interest Savings Accounts** **Foreign Currency Savings Accounts**

	<i>Scotiabank Momentum^{PLUS}</i> Savings Account (page 30)	<i>Money Master[®]</i> Savings Account (page 32)	U.S. \$ Daily Interest Account (page 34)	Scotia Euro Savings Account (page 35)
Scotia InfoAlerts	Free	Free	Free	Not available
Each Interac ¹¹ e-Transfer	Not available	10 per month included (\$1.00 each additional)	Not available	Not available
Each Cross Border (NYCE) Debit	Not available	\$1.00	Not available	Not available
Each cash withdrawal at another Financial Institution using your <i>ScotiaCard</i> with Visa Debit	Not available	\$5.00	Not available	Not available
Overdraft Protection (subject to approval)	Not available	Not available	Not available	Not available

¹ A \$5.00 per-transaction fee applies on all debit transactions except other transfers to your other Scotiabank accounts using *Scotia Online*, *TeleScotia*, Scotiabank Mobile Banking, Scotiabank ABM, and the Customer Contact Centre, where available for that account. Transactions for which a fee will be charged include sending an Interac¹ e-Transfer, branch-assisted withdrawals and transfers, ABM withdrawals, direct payment purchases, bill payments, pre-authorized payments, and cheque withdrawals, where available for that account.

² A quarterly account statement is available, for no additional fee, but only if you also hold a Scotia investment plan (e.g. RRSP, TFSA).

³ A monthly account fee will be charged at the end of the statement period or, if you close your account, at the date of account closure.

** In addition to the account debit transaction fee, where applicable. For additional information, please refer to Other Banking Services and Fees on page 39 in this booklet.

Part 9 Other banking services, fees, and rewards

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

Account fees

Changing type of account

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

Inactive accounts

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

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

Account closing

If you close your account after 14 business days but within 90 days of opening it, we will charge \$20.00.

Accounts in other currencies

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

Processing and service fees

Cheque and payment processing service fees

To certify a Scotiabank cheque, the amounts are:

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

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

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

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

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

Mobile cheque deposit	No charge
Cheque processed on your account where your account and bank identification numbers are not fully MICR-encoded	\$5.00
Cheque or other debit item drawn against your account that is returned as Non-sufficient funds (NSF) in your account	\$48.00*
Each cheque or pre-authorized debit deposited and subsequently returned (for third party items deposited to your account)	No charge
Paying a bill through a teller <i>(not applicable for payments to the Canada Revenue Agency (CRA) or Federal Government)</i>	No charge
› paid from a Scotiabank account (a debit transaction fee still applies)	\$3.00
› paid by cash or cheque from another financial institution	
Processing postdated deposit	\$5.00 per deposit
Processing mailed-in deposit	\$2.00 per deposit
Processing a postdated and mailed-in deposit	\$5.00 per deposit

* This fee applies to every instance of presentment or re-presentment(s) of the cheque or other debit item that is returned as NSF.

Personalized cheques

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

Fees for other recordkeeping and searches

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

Asking for your account balance	No charge
Asking your branch for a record of activity in your account since last statement or passbook update	\$1.00
Letters or forms you ask us to prepare	\$30.00 per hour, \$15.00 minimum plus taxes
Asking for copies of your account statement	\$5.00 per copy
Each Paper Statement mailed to branch for pick-up	\$5.00
Each advice of transaction sent by mail or fax	\$5.00
If you ask us to retrieve an image (front and back) of a cheque deposited in your account:	
› If you request within 90 days from the date of the cheque was posted to your account	\$3.00 per cheque
› If your request is after 90 days from the date the cheque was posted to your account	\$5.00 per cheque
Searches for other transactions not listed above:	
If we are required to search our records because of a legal search warrant from a third party, we charge these fees to the account holder.	
› within 90 days of the transaction date	\$10.00 per item
› after 90 days from the transaction date	\$30.00 per hour with a \$15 minimum

Transfers

General transfers

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

Incoming wire transfers

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

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

Outgoing wire transfers

Transaction fee	0.2% of wire value
Transaction fee minimum	\$30
Transaction fee maximum	\$100
Destination fee	
Domestic	\$7
US	\$7.50
International	\$15

Other Banks or institutions that are involved in the wire transfer may charge a separate fee.

Information you need to make wire transfers

*** SWIFT and BIC codes:** To transfer money between banks, especially internationally, you need to know the SWIFT or BIC (Bank Identifier Code) for the bank receiving the transfer. For Scotiabank in other countries, search SWIFT codes at <https://www2.swift.com/bsl/>. For funds coming into Scotiabank Canada, use swift code NOSCCATT.

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

Wire transfer fees

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

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

Transfer fees are charged in the currency of the account.

Overdraft

Overdraft Protection

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

- › Scotia US Dollar Daily Interest Account
- › Scotia Euro Daily Interest Savings Account
- › Money Master Savings Account
- › Scotiabank Momentum^{PLUS} Savings Account

See page 98 of this booklet for the Overdraft Protection Agreement.

Service fees and interest for Overdraft Protection

- › Scotiabank provides two options: Pay-per-use Overdraft Protection Plan and Monthly Overdraft Protection Plan.
 - › **Pay-per-use Overdraft Protection Plan (Not available in Quebec)**
There is a \$5.00 Per-use Overdraft Protection fee applied on the same day or within two business days every time an overdraft is created or increased in your account. There is no Per-use Overdraft Protection fee if you do not use the overdraft. Per-use Overdraft Protection fee will not be charged more than once per day.
 - › **Monthly Overdraft Protection Plan**
There is a \$5.00 Monthly Overdraft Protection fee that is applied at the end of a statement cycle regardless of the number of overdraft transactions as long as the overdrawn balance is within the pre-authorized limit. This fee will apply even if your account did not go into overdraft in that month.
- › On overdrawn balances, you pay 21% annual interest, calculated daily on the daily closing overdrawn balance and charged monthly.
- › The Per-use Overdraft Protection fee and Monthly Overdraft Protection fee do not apply if your Overdraft Protection is approved under a Scotia Total Equity[®] Plan.
- › There is a \$5.00 fee for each payment from your account if you are overdrawn past the pre-authorized limit.

Existing clients in Quebec who had Overdraft Protection before May 21, 2021

- › **Modified Monthly Overdraft Protection Plan (applicable to existing clients in Quebec who had Overdraft Protection before May 21, 2021)**
 - › There is a \$5.00 Modified Monthly Overdraft Protection fee per month if your account is overdrawn a day or more.
 - › On overdrawn balances, you pay 21% annual interest, calculated daily on the daily closing overdrawn balance and charged monthly.
 - › There is a \$5.00 fee for each payment from your account if you are overdrawn past the pre-authorized limit.

Effective date

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

Repaying your Overdraft Protection

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

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

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

Interest on overdrafts if you don't have Overdraft Protection

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

Service fees if you don't have Overdraft Protection

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

General fees

Purchase a Bank draft in Canadian or US dollars	\$9.50
Foreign currency items negotiated (clean bills, cheques, money orders, drafts, transfers etc.)	\$2.00 per item

Safety deposit boxes

Type	Code Letter	Size (inches)	Annual Fee**
Small	A	1.5 x 5 x 24	\$60.00
Medium	B	2.5 x 5 x 24	\$100.00
		3.25 x 5 x 24	\$100.00
		3 x 5 x 24	\$100.00
Large	C	2.5 x 10.375 x 24	\$150.00
		5 x 5 x 24	\$150.00
Extra large	D	5 x 10.375 x 24	\$300.00
		5 x 10 x 24	\$300.00
Super large	E	10 x 10.375 x 24	\$400.00

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

Other fees

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

Additional rewards

Bank The Rest® savings program

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

Service fees

No fee

Scene+™ Program

As a Scene+ member, you'll have many ways to earn and redeem points for groceries, home improvement, travel, entertainment, dining, and more. Earn Scene+ Points on your debit purchases* made from an eligible Scotiabank chequing account using your Scene+ *ScotiaCard* debit card.

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

For the Scene+ Program Terms and Conditions and Additional Terms and Conditions for Scotiabank Debit Cardmembers, visit www.sceneplus.ca/terms-and-conditions

* Scene+ *ScotiaCard*® debit card: Earn 1 Scene+ Point for every \$5 on debit purchases (up to a maximum of 300 points per transaction and 600 points per day) made from an eligible Scotiabank chequing or savings account using your Scene+ *ScotiaCard* debit card linked to a Scene+ membership, including Interac Debit contactless and Visa Debit transactions. Normal Interac Debit contactless transaction limits apply. Scene+ Points accumulated using your Scene+ *ScotiaCard* debit card will be updated within 2-3 days to the associated Scene+ account. Scene+ points are calculated on debit card purchases, less any refunds, returns, or other similar credits. Other conditions apply. Visit www.sceneplus.ca/terms-and-conditions for full terms and conditions.

™ Registered trademark of Scene IP LP, used under license.

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

Part 10 Self-service banking

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

Internet banking

Scotia OnLine®**

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

Scotiabank mobile banking***

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

Mobile wallets

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

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

Browser banking***

If you prefer to access your accounts from the internet rather than an app, you can use a secure internet browser by going to <https://mobilebanking.scotiabank.com>.

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

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

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

Scotia® InfoAlerts

Scotia InfoAlerts can notify you about account balances, transactions, approaching credit limits or other details from your Scotiabank account using in-app push notifications and email. Some accounts will be automatically enrolled into InfoAlerts, which may include Safeguard, Security and Balance notifications that will be sent to the email address you provide to receive the most current information regarding your accounts. Choose from over 20 alerts. To learn more about registering InfoAlerts, visit [HYPERLINK "http://www.scotiabank.com/infoalerts"](http://www.scotiabank.com/infoalerts) www.scotiabank.com/infoalerts. From there you can opt out, modify settings, or choose from over 20 alerts and more.

- › InfoAlerts are free from Scotiabank for clients. Electronic notifications will be sent to your email address or your personal mobile device in near real-time to provide you the most current information regarding your accounts
- › Account Balance Below Alerts

We must provide you with an alert called the "Balance Alert" when the balance on your account falls below any threshold amount that we automatically set or you designate. To do so, we must enroll you in our InfoAlerts using the email address that we have for you in our records.

The threshold will be automatically set at \$100 (Cdn\$ or the currency of your account) or such other designated amount that you communicate to us through your InfoAlerts preferences. We will send you a Balance Alert at your email address when the outstanding balance on your account has fallen below the threshold.

You can opt out of receiving these Balance Alerts by unenrolling from receiving them or modify your preferences by visiting and updating your InfoAlerts profile through *Scotia OnLine* or the Mobile Banking App.

The Balance Alert you receive will include steps you can take to help you avoid incurring any applicable fees associated with your account that may be charged by us on your account (as set out in Day-to-Day Banking Companion Booklet) for your most recent transaction(s) or subsequent transaction(s) made on the account that has triggered the Balance Alert(s) and the time within which such step(s) should be taken.

Interac[†] e-Transfer

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

Service fees

- › \$1.00 per transfer if not included in your account package.
- › Each transaction counts as one of your monthly transactions in your account plan. All regular account fees apply.

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

Using Automated Banking Machines (ABMs)

Scotiabank ABMs

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

Multilingual options

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

Cashback feature

When you deposit cheques or cash at a Scotiabank ABM, you can withdraw money immediately up to a pre-authorized limit (with no holds on cash deposit at our envelope-free ABMs) at no additional charge to you.

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

Withdrawing cash from ABMs around the world

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

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

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

Interac [†] in Canada only	\$2.00 ¹
Visa* or PLUS* in US only	\$3.00 ¹
Visa* or PLUS* outside Canada and US	\$5.00 ¹

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

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

TeleScotia[®] telephone banking service

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

1-800-267-1234 (English)

1-800-575-1212 (French)

ScotiaCard with Visa* Debit

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

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

Service fees

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

Using your ScotiaCard with Visa Debit to get cash

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

Service fees

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

Using your ScotiaCard with Visa Debit for Foreign Debit Transactions

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

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

International Money Transfer

You can send money internationally as a direct deposit to your family or friends using your mobile app or online banking. The funds will be deposited directly to your recipient's bank account for a transaction fee of \$1.99* per transfer.

You must have an applicable Scotiabank personal bank account to make a Scotia International Money Transfer and agree to the terms and conditions to be able to use this service. Please refer to the terms and conditions for details pertaining to fees, timeframe for transaction to be completed and other important details, which can be found at <http://www.scotiabank.com>.

* We derive income from the fee as well as the difference (the spread) between the prices we bid to buy and offer to sell foreign currency. Our spreads may differ from time to time across currencies. The spread is reflected in the price we quote for the Requested Currency of your international money transfer request. The price of any Local FX Conversion Transaction will also include a spread charged by the relevant intermediary or recipient bank.

Western Union

You can send money to family or friends in over 200 countries and territories using Western Union at a branch, through Scotia OnLine or Scotiabank Mobile Banking. The fee is \$5+1% with amounts between \$0-\$999.99 through Scotia OnLine or Scotiabank Mobile Banking and up to \$7499 through a Scotiabank branch.* The funds arrive at one of Western Union's 500,000 locations for your friend or family member to pick up. You need a Scotiabank Day-to-Day bank account to make a Western Union Money Transfer® transaction

Protect yourself from fraud when you send money overseas

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

- › an emergency situation that you haven't confirmed
- › an online purchase
- › a credit card or loan fee
- › claiming lottery or prize winnings
- › anti-virus protection
- › a deposit or payment on a rental property
- › a mystery shopping assignment
- › a job opportunity
- › a charity donation
- › paying taxes
- › resolving an immigration matter

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

* Western Union makes money from currency exchange as well as its fees. When you choose a company to send money overseas, compare their transfer fees and exchange rates. When you set up a transfer through Scotiabank Mobile Banking, the transfer fee is \$5+1% with amounts between \$0-\$999.99 of amount you send person to person, not between businesses. Fees may change without notice.

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

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

Features – At a Glance	Scotia OnLine	Mobile Banking (D2D and Business Accounts)	ABM*	TeleScotia
View electronic images of cheques	✓ Paperless option: Free Basic Banking Account: Free All other options: \$1.50 fee	✓ Paperless option: Free Basic Banking Account: Free All other options: \$1.50 fee		
Bill payments	✓	✓	✓	✓
View bills	✓	✓		
Add/edit payees	✓	✓		✓
Transfer funds between accounts	✓	✓	✓	✓
Send and receive Interac [†] e-Transfers (add/edit recipients)	✓	✓		
Send Western Union [®] * Money Transfers	✓	✓ D2D clients only		
Send International Money Transfers	✓	✓ D2D clients only		
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	✓	✓		

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

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

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

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

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

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

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

Part 11 Powers of Attorney

What a Power of Attorney document is

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

To set up Power of Attorney (POA) with us

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

We require current, original ID from you and the attorney. If you have an existing Power of Attorney form, we need to see the original or an original notarized copy.

Using a Power of Attorney form to do banking

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

More information on Powers of Attorney

See the Government of Canada website: <https://www.canada.ca/en/employment-social-development/corporate/seniors/forum/power-attorney-financial.html>.

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

**Not available in Nunavut, Yukon and Northwest Territories.*

Part 12 Resolving Your Complaint

This section explains who to contact, Scotiabank's process, and the steps to take, including available channels, should you wish to move forward with a complaint. Please reach out to a Bank representative during this process if you would like a status update at any time.

Pathways to Complaint Resolution

Talk to us

As a first course of action, please contact your Bank Representative, visit the Branch or reach out to the Customer Contact Centre (1-800-4SCOTIA or 1-800-472-6842)

If the first person you speak with is not able to resolve your complaint, please ask to speak directly to a manager, who may be able to resolve many issues that arise.

Upon expressing a complaint to the Bank, you will receive a written acknowledgment including a case number and a copy of Scotiabank's complaint handling process. You may also receive communication at the conclusion of your complaint.

Contact the Escalated Customer Concerns Office (ECCO)

If your complaint is not resolved after 14 days, it will be escalated to the Escalated Customer Concerns Office (ECCO). You may also request escalation at any time during the 14 days or if you are dissatisfied with the response provided. Upon escalation, a communication will be sent informing you of the updated point of contact.

We aim to resolve each case as quickly as possible; however, should this exceed 56 days, you will receive a notification. When your case is concluded at the ECCO, you will be sent communication outlining the Bank's response.

E-mail escalatedconcerns@scotiabank.com

Mail Escalated Customer Concerns Office,
44 King Street West Toronto, ON M5H 1H1

Telephone English 1-877-700-0043 (in Toronto 416-933-1700)
French 1-877-700-0044 (in Toronto 416-933-1780)

Still not Resolved?

Contact the Customer Complaints Appeals Office (CCAO)

If you are not satisfied following the investigation by the Escalated Customer Concerns Office, you may submit your complaint in writing to the Customer Complaints Appeals Office (CCAO). The CCAO provides an impartial review of customer complaints upon request of the customer.

We aim to resolve each case as quickly as possible; however, should this exceed 56 days, you will receive a notification. When your case is concluded at the CCAO, you will be sent communication outlining the Bank's response.

E-mail ccao@scotiabank.com
 Mail Customer Complaints Appeals Office,
 44 King Street West Toronto, ON M5H 1H1
 Telephone 1-800-785-8772

You may contact the external complaints body for banking complaints

The Ombudsman for Banking Services and Investments (OBSI) has been designated as the single external complaints body for banking in Canada. OBSI is responsible for providing a fair and impartial review of unresolved banking complaints.

You may choose to contact OBSI if there has been no response from Scotiabank within 56 days of your complaint or if you are not satisfied with the outcome provided by the Customer Complaints Appeals Office (CCAO).

E-mail ombudsman@obsi.ca
 Mail Ombudsman for Banking Services and Investments (OBSI)
 P.O. BOX 8, 20 Queen Street West, Suite 2400
 Toronto, Ontario M5H 3R3
 Telephone 1-888-451-4519
 Fax: 1-888-422-2865

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

The FCAC supervises federally regulated financial institutions to ensure they comply with federal consumer protection laws. For example, financial institutions must provide consumers with transparent information about fees, interest rates and complaint-handling procedures. If you have a complaint about such a regulatory matter, you can contact the FCAC in writing at:

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

Borrowing

Credit Cards

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

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

- › **VISA E-Promise**

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

Mortgages

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

A commitment to explain the differences between Collateral and Conventional.

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

A commitment to ensure the readability of residential mortgage documents.

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

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

Day-to-Day Banking

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

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

- › **Interac Zero Liability Policy**

A commitment to protect consumers against unauthorized transactions.

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

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

Part 13 *ScotiaCard*[®] Cardholder Agreement

› Commitment on Modification or Replacement of Existing Products or Services

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

› Commitment on Powers of Attorney and Joint Deposit Accounts

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

Investing

› Guidelines for Transfers of Registered Plans

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

› Undertaking - Principal Protected Notes Regulations

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

Online Services

› Online Payments

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

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

A guide to protecting consumers in online transactions.

Protection

› CBA Code of Conduct for Authorized Insurance Activities

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

Business Banking

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

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

Other

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

› Code of Conduct for the Delivery of Banking Services to Seniors

This voluntary code of conduct sets out principles that apply to banks to guide them when they deliver banking products and services to Canada’s seniors.

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

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

Definitions You Need to Know

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

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

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

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

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

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

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

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

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

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

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

Direct Payment refers to payments (or other funds transfers, such as refunds) made with your *ScotiaCard* using Interac[†] Debit, Visa^{*} Debit, NYCE, Interac[†] 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^{†††} 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[†] 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.

Transaction Charges & Fees

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

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

Transaction Limits

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

- › Limits for ABM cash withdrawals or cash disbursements from your bank Accounts and advances from your credit card Accounts, by using your *ScotiaCard* are as indicated on your *ScotiaCard* Banking Access Enrollment/Maintenance Form;
- › Direct Payment limits and the Cashback limit are as indicated on your *ScotiaCard* Banking Access Enrollment/Maintenance Form.
- › ABM Deposit Limits
 - › \$99,999 per transaction
- › ABM transfer and ABM bill payment limits
 - › \$100,000 and \$49,999 per day respectively
- › Online Banking, Mobile Banking, *TeleScotia* Telephone Banking transfers
 - › \$100,000 limit for transactions between Accounts in the same currency.
 - › \$10,000 CAD daily limit for cross-currency transfers (currently unavailable on mobile banking).

- › Online Banking, Mobile Banking, *TeleScotia* Telephone Banking bill payments
 - › \$49,999 per transaction
- › Interac[†] Debit Contactless
 - › up to \$250 per transaction at authorized merchants.
- › Electronic Transfer Limit
 - › as indicated on your *ScotiaCard* Banking Access Enrollment/Maintenance Form.
- › Online Purchase Limit (includes Card Not Present Transactions, Visa Debit online transactions and Interac[†] Online transactions)
 - › as indicated on your *ScotiaCard* Banking Access Enrollment/Maintenance Form.

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

Transaction Records/Confirmation Numbers

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

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

Interac[†] 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. If your card was issued before July 2021 your contactless limit is set to \$100. The contactless limit on your debit card will be automatically updated the next time you make a PINned transaction at a Scotiabank ABM or Branch.

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.

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

another Account or multiple other Accounts (for example another banking Account or a credit Account).

- d) Where you are liable for the transactions on your Account(s) pursuant to the terms and conditions described in this “Your Liability” section, you understand that this liability is in addition to any liability for those transactions that you have under any credit agreements (including the Revolving Credit Agreement) and other banking agreements that apply to your Accounts.

2. Our Liability

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

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

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

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.

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 to have been credited or debited to an Account.

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

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

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

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

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

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

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

- › Foreign currency transactions on your bank Accounts using your *ScotiaCard*, including Visa Debit transactions, are subject to a fee that is disclosed in the “Self Service Banking” section page 47;
- › Foreign currency transactions on your Scotiabank Visa card Accounts, or Scotiabank American Express card Accounts, by using your *ScotiaCard* will be subject to the foreign currency transaction provisions of the Revolving Credit Agreement.

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

currency fluctuations between the date of the purchase and the date of the credit (or refund).

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

Changing Designated Accounts

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

Changing or Cancelling Banking Services

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

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

Adding or Changing the Terms of this Agreement

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

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

Your continued use of the Account, the 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 any other agreements and documentation applicable to your Accounts and/or your use of services provided by us. Examples of such agreements and documentation include the Revolving Credit Agreement (for credit Accounts), the Personal Credit Agreement Companion Booklet (for credit, loan and mortgage Accounts), the Day-to-Day Banking Companion Booklet (for personal banking Accounts), the Business Banking Services Agreement (for business banking Accounts), the Investment Companion Booklet (for investment Accounts), the Day-to-Day Banking Companion Booklet, Digital Access Agreement, the Scotiabank Privacy Agreement and any other agreements, documentation or terms and conditions that apply to your Accounts and/or your use of the services provided by us.

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

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
TTY/TDD Service Only	1-866-267-4726 (Relay services for Deaf, deafened, and hard of hearing customers)

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

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



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

Part 14 Privacy

Scotiabank recognizes the importance of your personal information, and we never take for granted the trust that you - as a client or a business partner - have placed in us to protect that information. The Scotiabank Privacy Agreement forms part of these terms and conditions and applies to your relationship with us. For a full explanation about how, when, and why we may collect, use and disclose your information, as well as your rights relating to that information, please visit www.Scotiabank.com/privacy or any Scotiabank branch for a paper copy.

Information we collect about you

Information that we collect about you will often come from you directly (for example, when you apply for a new product). We may tell you that certain information is mandatory. If you do not provide personal information that is required for a particular product or service, then we may not be able to provide it, or meet all our obligations to you. We may also collect information about you from other sources, including information from credit agencies (for example, where you apply for credit, or where we must identify you), people appointed to act on your behalf, our social media pages, or other banks or financial institutions (for example, where you have switched your accounts to us, or where we have received information to investigate incorrect payments).

How we use your information

We will process your information where you have provided us with consent to use it, where processing will allow us to take actions that are necessary to provide you with the product or service you want, to allow us to meet our legal obligations (for example, to identify you), to understand how clients use our services, or to manage our risks. We may also use your information to send you messages, either by post, telephone, text message, email, or other digital methods, including through ATMs, apps, and online banking services. These messages may be to help you manage your account, to meet our regulatory obligations, to inform you about product or service features or to tell you about products and services (including those of other companies) that may be of interest to you.

With whom we share your information with

We will keep your information confidential, but we may share it with third parties (who also have to keep it secure and confidential) in certain circumstances, including: the Scotiabank Group of companies[†] (for example, for marketing purposes or internal reporting where those

companies provide services to us), payment processing services (for example, credit card networks), our service providers and their agents (for example, collection agents, statement printers), fraud prevention agencies, and other banks or financial institutions. Some of these third parties may be located outside Quebec or Canada.

Keeping your information

We will keep your information for as long as you are our client. Once our relationship has ended, we will only keep your information for so long as is appropriate for the type of information, and the purpose for which we're retaining it. The period we keep your information for is generally linked to the amount of time available for you to bring a legal claim. We may keep the information longer than this if there is an existing claim or complaint that will require us to keep your information, or for regulatory or technical reasons. If we do keep it for a longer period, we will continue to protect your information.

Your rights and how to refuse or withdraw your consent

You have certain rights over the personal information we hold about you, including the right to ask for a copy of the information, to correct or rectify personal information that we hold about you, or not to use your information for a particular purpose (i.e., withdraw consent). Note that your ability to exercise these rights will depend on a number of factors, and in some situations, we may not be able to agree to your request. You can refuse to consent to our collection, use or disclosure of your personal information, or you may withdraw your consent to our further collection, use or disclosure of your personal information at any time by giving us reasonable notice, subject to limited exceptions. This includes withdrawing your consent to use your SIN to verify credit information or to confirm your identity. To understand how to go about withdrawing your consent, or to find out more about any of the items described in this section, please visit www.Scotiabank.com/privacy or any Scotiabank branch for a copy of our Privacy Agreement.

† The Scotiabank Group of Companies means The Bank of Nova Scotia and its affiliates who provide deposit, investment, loan, securities, trust, insurance and other products and services

Additional Information and Disclosures for Scene+ Cardholders:

In order to receive the benefits of the Scene+ Program, Scotiabank will share the following transaction information on an on-going basis with Scene LP: purchase date and amount, and merchant name and location. Scotiabank may collect from, or share with, Scene LP or Reward Partners such other data as may reasonably be needed to operate or offer the Scene+ Program including any benefits thereunder. Scene LP may use your information (alone or together with other information it may have) for purposes described in its privacy policy, including to send offers that may be of interest to you. Scene LP may also share certain of your information (including contact information, gender, date of birth and redemption history) with select Reward Partners for use in accordance with Scene LP's privacy policy, including to provide you with rewarding and personalized experiences and offers.

For more information, including how Scene LP may collect, use or share your information in connection with your Scene+ Membership or about your privacy choices, see the Frequently Asked Questions or the full Scene+ Privacy Policy on www.sceneplus.ca, or contact Scene LP at 1-866-586-2805.

Part 15 Remote Instructions Terms of Use

Remote communications carry risks of interception and impersonation. You are responsible for ensuring that your selected method of communication (e.g. e-mail or fax) is confidential and secure. For more information, please refer to sections 3.b and 5 below.

1. Purpose of These Remote Instructions Terms of Use

These remote instructions terms of use (the “**Terms of Use**”) set out the terms and conditions that apply when we receive Remote Instructions through Permitted Means in connection with a Product or Service that is provided or administered by us. These Terms of Use replace any other agreement(s) relating to providing instructions remotely including any Telephone/Fax/Email Agreement.

A current copy of these Terms of Use is available online at [https://www.scotiabank.com/content/dam/scotiabank/canada/common/documents/Remote_Instructions_Terms_of_Use.pdf]. You should review these Terms of Use on a periodic basis and before you provide us with Remote Instructions.

2. Definitions and Interpretation

- a. **Definitions:** Below are some key definitions we use in these Terms of Use and what they mean:
 - “**Digital Access Agreement**” means the terms and conditions that apply when you use or access a Product or Service through a mobile device, computer or any other electronic device (or other digital service we make available from time to time), including when we permit you to use a card or account number or password, personal identification number (PIN) or other access code;
 - “**Permitted Means**” means telephone, e-mail (including secure e-mail), facsimile transmission or video conference, in each case using a number, address, link or other means of access that we designate for the purpose of providing us with instructions in connection with a Product or Service and any other communication process we may permit from time to time at our sole discretion, but does not include any access or instructions that are subject to the Digital Access Agreement;
 - “**Product or Service**” means any product or service that we provide or administer to you including bank accounts, non-registered and registered investment accounts, personal and business credit accounts including loans, credit cards or lines of credit, creditor insurance and business investment products;

“**Product or Service Agreement**” means the terms and conditions, disclosures, notices and any other agreements or documents that we provide to you and/or you accept or enter into in relation to a Product or Service, including documents and agreements that are incorporated into them, as amended, replaced, renewed or supplemented from time to time;

“**Remote Instructions**” means any instructions, consents, agreements or other documents (including any Product or Service Agreement) that we may allow you to provide by Permitted Means in connection with a Product or Service, including:

- › Applying for or opening a new Product or Service;
- › Amending, paying out or cancelling an existing Product or Service;
- › Providing instructions relating to a Product or Service including redeeming or renewing, transferring balances between accounts or changing personal or business information related to a Product or Service;
- › Any other instructions, consents or agreements we permit you to provide by Permitted Means from time to time.

“**we**”, “**our**”, “**us**” or the “**Bank**” means The Bank of Nova Scotia and/or, as appropriate (and unless expressly excluded), any of our Canadian subsidiaries or affiliates including Scotia Securities Inc. and any of their or our employees (including officers), directors, agents or authorized representatives; and

“**you**” or “**your**” means each person, corporation or other entity who is the holder of a Product or Service, a borrower for a Product or Service (including any co-borrower or co-signor) pursuant to a Product or Service Agreement, the authorized signatory or authorized representative for a Product or Service or those who applies for a Product or Service.

- b. **Interpretation:** The words “includes” or “including” mean “including but not limited to” and “including without limitation”. Headings in these Terms of Use are for ease of reference only and do not affect the interpretation of anything in these Terms of Use.
- c. **Digital Services and the Digital Access Agreement:** If you use a Card and/or our Digital Services (as those terms are defined in the Digital Access Agreement) to provide instructions to us, the Digital Access Agreement will apply to those instructions and not these Terms of Use.

3. Providing Remote Instructions

- a. **Authorization:** When you apply for or have a Product or Service, you agree that these Terms of Use apply when you provide us with Remote Instructions and you authorize us to accept those Remote Instructions in connection with that Product or Service on the terms and conditions set out in these Terms of Use. For a Product or Service that is jointly held, you agree that any one of you may give us Remote Instructions for the Product or Service without prior notice to or consent of all of you, except if consent from all of you is required by us, or is required under the Product or Service Agreement or under applicable law. If you are a corporation or another entity that is not a natural person, Remote Instructions can only be given by the authorized representative(s) of the corporation or entity designated under the Product or Service Agreement (unless we agree to receive Remote Instructions from any other person if you request).
- b. **Instructions are Valid and Final:** You acknowledge that Remote Instructions received by us are valid and final. We may, acting reasonably, rely on any Remote Instructions that we believe come from you and fulfill them without further inquiry even if you did not actually give the Remote Instructions. Such Remote Instructions will have the same legal effect as if they came from you and will be legally binding on you.
- c. **Recording:** You acknowledge that if you provide Remote Instructions over the telephone or, where available, other electronic means (including video), your call or video may be recorded for quality, training or verification purposes.
- d. **Voicemail:** If you attempt to provide Remote Instructions to us solely by voicemail, we will not act upon those Remote Instructions unless we specifically advise you that we will act on those Remote Instructions.
- e. **Fees:** We can collect or charge any amounts that we have disclosed to you in your Product or Service Agreement as service charges or fees or other rates or charges for completing the Remote Instructions.

4. Receiving Remote Instructions

When we receive Remote Instructions, you agree that we may, but are not obligated to, do any of the following:

- a. **Authentication:** We may ask you to give us certain information that will assist us in determining that you are authorized to give Remote Instructions.
- b. **Refusing to Act:** We can refuse to act on any Remote Instructions for any reason, including if we cannot confirm

that you are authorized to give them, or if we decide they are not appropriate for any reason or if you do not comply with any requirement under these Terms of Use to our satisfaction. We may take reasonable steps to try to notify you or otherwise inform you when we will not act on Remote Instructions as received.

- c. **Additional Information and Documents:** We may require you to provide us with more information in order to carry out the Remote Instructions. We may require you to accept or sign (including in person) any agreements or other documents that we determine are required in connection with the Remote Instructions or to fulfill those Remote Instructions. If you do not provide the required information or documents, we may not be able to fulfill the Remote Instructions.
- d. **Confirmation by You:** We may require you to promptly confirm any Remote Instructions given under these Terms of Use if requested by us, including by signing a form or other document.
- e. **Confirmation by Us:** We may send you a confirmation that the Remote Instructions have been received, that we will fulfill the Remote Instructions or that they have been fulfilled. We may also send you other information, documents and/or notices relating to the Remote Instructions.
- f. **Delivery of Documents:** We may send or provide the confirmation referred to in section 4.e and any other information, documents and/or notices related to the Remote Instructions through any communication method you used to provide us with the Remote Instructions or by any other means we determine. We recommend you keep a copy of any such confirmation, information, documents and/or notices for your records.

5. Your Responsibilities

- a. **Accuracy and Receipt of Instructions:** You are responsible to ensure the accuracy and to confirm our receipt of any Remote Instructions you give to us.
- b. **Information Security:** You acknowledge that e-mail, facsimile or other electronic communication may not be secure means of communication and you assume the risk that the Remote Instructions provided in this way may be intercepted, read, retransmitted or altered by a third party or delivered late, not received or lost. You are responsible for maintaining security measures, procedures and controls to prevent the transmission of unauthorized Remote Instructions by someone other than you. You must advise us as soon as possible if you know or believe that any Permitted Means you have used to provide

Remote Instructions have been accessed and/or used by any unauthorized person or if you believe any Remote Instructions have been provided to us by an unauthorized person.

- c. **Losses:** Except in the case of our gross negligence or wilful misconduct, you agree that we are not responsible for any losses, costs, liability or damages of whatever kind that may result or you may incur from:
- i. our complying with these Terms of Use, including if we act on and fulfill any Remote Instructions;
 - ii. not fulfilling any Remote Instructions for any reason or refusing to act on any Remote Instructions;
 - iii. any failure, delay or error in receiving and/or acting on any Remote instructions;
 - iv. the loss, interception, alteration or misuse of confidential or personal information you include in any Remote Instructions before we receive the Remote Instructions or any such information;
 - v. fulfilling any Remote Instructions if the Remote Instructions were provided by a person we believed to be you; or
 - vi. your acts or omissions or those of any third party in respect of the Remote Instructions.

To the extent not prohibited by law, in no event, even if we are negligent, are we liable for any special, incidental, consequential or indirect damages.

6. How These Terms of Use can be Changed or Terminated

- a. **Changes:** We may from time to time amend or vary these Terms of Use without notice to you (unless required by applicable law), including the type of Remote Instructions we may accept or fulfill pursuant to these Terms of Use. We may notify you of changes we have made to these Terms of Use in one or more of the following ways:
- › A notice displayed at all Scotiabank ATMs;
 - › An announcement through an automated telephone message or a digital channel such as a mobile app;
 - › A notice on the Scotiabank website or your Scotia OnLine portal;
 - › A notice in our branches;
 - › A notice in your monthly statement for your Product or Service; or
 - › Such other method as we may permit.

Unless otherwise required by applicable law, we consider you to have accepted a change to these Terms of Use if you provide us with Remote Instructions or you do not cancel or close your Product or Service following the effective date of the change.

- b. **Termination:** We may terminate these Terms of Use at any time without prior notice to you. If we have terminated these Terms of Use, we may (but are not required to) notify you of this termination in any way outlined in section 6.a.

7. General Provisions

- a. **Conflicts:** These Terms of Use do not amend any Product or Service Agreement that you have with us or establish with us in the future and are intended to supplement your Product or Service Agreements. If there is a conflict between these Terms of Use and a Product or Service Agreement, (i) these Terms of Use will prevail if the conflict is about Remote Instructions; and (ii) otherwise the Product or Service Agreement will prevail unless the Product or Service Agreement expressly says otherwise. For the purpose of this section, the Product or Service Agreement does not include Telephone/Fax/Email Agreement.
- b. **Who is Bound by These Terms of Use:** These Terms of Use are binding on you, your heirs, legal or personal representatives and permitted assignees.
- c. **Choice of Language:** You have requested that this document be drawn up in English. Vous avez exigé que ce document soit rédigé en anglais.

Part 16 *Bank The Rest*[®] Savings Program Agreement

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

We’ll provide you with a written notice at least sixty (60) days in advance of the change (or such other notice period as required by law) setting out the change, the effective date the change comes into force and your right to refuse the change and to cancel the agreement

without cost or penalty, other than any change where your consent is not required by law.

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

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

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

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

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

Part 17 CDIC Protecting Your Deposits



Protecting your deposits

Canada Deposit Insurance Corporation (CDIC) is a federal Crown corporation that insures more than \$1 trillion in deposits held in member institutions. CDIC is fully funded by our members and coverage is free and automatic - you don't have to sign up.

CDIC protects eligible deposits in Canadian and foreign currency for up to \$100,000 (Canadian dollars) in each of CDIC's insurance categories.

What's covered?

- Deposits in Canadian or foreign currency (including via payroll, Interac e-transfer, or cheque)
- Guaranteed Investment Certificates (GICs)
- Other term deposits

What's not covered?

- Mutual funds
- Stocks and bonds
- Exchange Traded Funds (ETFs)
- Cryptocurrencies

Example: Jane Doe has placed the following funds at a CDIC member institution. Here's what does ✓ and does not ✗ qualify for CDIC coverage:

\$ 40,000 in a GIC ✓	Jane's GIC, savings and chequing accounts are in her name only and all qualify for CDIC coverage within the same coverage category (deposits held in one name). As a result, total amounts in these accounts are combined and are insured for up to a total of \$100,000 in the event of a member institution's failure.
\$ 25,000 in a savings account ✓	
\$ 25,000 in a chequing account ✓	
\$ 130,000 in mutual funds ✗	

\$220,000 = Total Portfolio	
\$ 90,000 = Total Eligible Deposits	
\$ 90,000 = Total Deposits Protected by CDIC	

A word about financial service providers, products and deposit protection

CDIC deposit insurance may be available for eligible financial products offered by a CDIC member, another financial institution, a broker, a third-party financial service provider (for example, a financial technology company), or other providers. To find out if your deposits are protected by CDIC, speak to your financial service provider.

What happens if a CDIC member fails?

In the unlikely event of failure of a CDIC member institution, CDIC provides access to insured funds (including interest) within days. It's automatic - we will contact you.

What you can do

- Know what is covered and what is not
- Keep your address, phone number and email up-to-date at your financial institution
- Ask your broker or financial advisor about CDIC's rules for deposits held in trust including keeping up-to-date beneficiary information

Want to know more?

Visit our website

cdic.ca

Call us

1-800-461-2342

Follow us



Canada

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

Part 18 Deposit Account Agreement

When you complete the account opening process, you agree to the following terms and conditions governing the account.

Ownership, Survivorship Rights and Signing Arrangements

Sole Account Holders[†]

If an account is in your name only, you alone own the funds in the account, and we will only take instructions from you. On death, the proceeds in your account will form part of your estate or as otherwise required by law. When we are informed of your death, your account may be frozen. Any applicable fees to your account may continue to be charged until it is closed.

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

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

Multiple Account Holders (Joint Accounts)[†]

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

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

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

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

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

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

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

<https://www.canada.ca/en/employment-social-development/corporate/seniors/forum/power-attorney-financial.html>

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

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

a) "Any to Sign"

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

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

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

In addition,

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

This means that we treat the funds in your account as joint property. If one account holder dies, the account funds are deemed to be owned solely by the surviving account holder or, if there is more than one surviving account holder, owned as 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. In addition, you authorize us to release to the estate representative, any information about the joint account up to the date of death of the account holder.

- iii) if your account is held at a branch in Quebec, the ownership arrangement is joint holders (JH). This means that if one account holder dies, the deceased's share of the account funds will be disbursed to the deceased's estate in accordance with the deceased's will or as otherwise required by law and the remaining share will be disbursed to the surviving account holder(s) or as otherwise required by law. Joint holders in Quebec who are spouses or former spouses can declare their respective share of the account in the event of a joint holder's death. Share declarations can be changed at anytime by a written request at any Scotiabank branch. Failure to declare a share will result in an equal split of the balance at the time of a joint holder's death. Upon the death of one of the joint holders, we will provide the share of the balance to the surviving account holder or the liquidator of the estate, in part or in whole, who submits a written request. Thereafter, we will also provide the corresponding share to the liquidator of the estate or the surviving account holder as the case may be who did not submit a written request.

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

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

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

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

In addition,

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

“In Trust For (ITF)” Accounts

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

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

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

Formal Trust

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

General Terms & Conditions: All Accounts**Your Payment Obligations**

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

We may vary in our discretion all fees and charges payable by you.

Rights of Set Off, etc.

You also agree that we can at any time, and from time to time without notice to you, set-off or deduct from any of your accounts with us (including any jointly held accounts), in Canadian currency or that of the foreign currency associated with such account:

- a) Any debt or liability, or obligation of any kind, of any of you that is owed to us or to any of our subsidiaries (whether or not presently due).
- b) Any amount we have paid to you or credited to your account as a result of an instruction from you to Scotiabank or any other financial institution, regardless of whether or not we have received settlement in respect of such instruction, if in our sole and absolute discretion such instruction is in any way related to a fraudulent item, an item with an endorsement error or an item for which we may otherwise incur a loss (including but not limited to an item that is dishonored, rejected, returned, or reversed (or otherwise not paid) in whole or in part for any reason including in accordance with Payments Canada clearing system rules), together with all related costs associated with such a charge to your account.

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

Where Deposits Payable

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

Inactive Accounts

Your account will be considered inactive if you do not complete a transaction, update your passbook or request a statement of account for

24 months. If your account becomes inactive, we require that you visit the account branch and present acceptable proof of your identity and address to reactivate the account. If your account remains inactive, we will send you a notice after 2, 5 and 9 years of inactivity and a 9 year notice pending transfer of the account balance to the Bank of Canada. To claim those account balances, you must file a claim with the Bank of Canada.

Account Closure/Terminating a Service

- a) Without Notice: We may close your account(s) and/or terminate any of the services we provide to you, without notice to you, in any circumstance in which we consider it reasonable to do so including, without limitation, in the following circumstances:
- › if you do not operate your account in a satisfactory manner, for example, if you maintain an overdrawn balance due to NSF cheques or outstanding service charges;
 - › if we suspect that you may be using an account for illegal, unauthorized, or fraudulent purposes or the account is directly or indirectly the recipient of funds acquired through illegal, unauthorized or fraudulent means (with or without your knowledge);
 - › if we have reasonable grounds to believe that it is necessary to terminate our relationship with you in order to protect our clients or employees from physical harm, harassment or other abuse;
 - › if your account has a zero balance or negative balance, has been open for at least 6 months, and has never been active; or
 - › if your account has a zero balance or negative balance and has been inactive for the past 12 months;
 - › if you have a Getting There account and turn 19 years old; or
 - › if you have a Student account and the fee waiver on the account expires.
- b) With Notice: We may close your account(s) and/or cancel any of the services we provide to you, without reason, by giving you 30 days written notice.
- c) Continuing Obligations: You are not relieved of your obligations with respect to any terminated account(s) or services, until those obligations have been satisfied.

Please see section “Limits of our Liability” which governs our liability to you when we close your account(s) and/or terminate any of the services we provide to you.

Foreign Currency Accounts

If this account is in a foreign currency, we can use any third party to act as your agent for funds transfers or other transactions for your account. We are not liable for any act or omission of any third party or for any loss, destruction or delay beyond our control. We

are not responsible for any increase or reduction in the value of your account due to changes in foreign currency exchange rates or for the unavailability of funds due to foreign currency restrictions. Transactions in a currency different from that of your account will be converted to the currency of your account at the exchange rate and on a date determined by us in our sole discretion. You acknowledge that we may earn revenue on the conversion. If a foreign currency transaction is reversed for any reason, you will be liable for any loss associated with the currency exchange.

Verifying Your Accounts

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

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

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

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

Changing from Passbook - If you change from ‘Passbook’ to any other recordkeeping option, the passbook update function will be discontinued and passbook updates will no longer be available. We will forward a one-time final “passbook statement” (passbook transactions printed on a paper statement format using passbook symbols) to you

at the end of the current month with all transactions that occurred since your most recent passbook update or since the last time that we sent you a back item statement. The recordkeeping fee for Passbook (if applicable) is not charged for this 'passbook statement'.

Paper Statement or Paper Statement with Cheque Image Return

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

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

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

At our discretion, we may provide you with electronic statements through Scotia OnLine or mobile banking even if you have chosen to receive 'Paper Statement'

If your recordkeeping options is changed 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 clients is available upon request through the branch of the account.

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

Limits of our Liability

Under no circumstances will we be liable for any indirect, special, consequential, exemplary or punitive damages or losses in connection

with your account or the provision by us of any service, or our refusal to provide any service, even if we knew any such damage or loss was likely or was a result of our negligence or the negligence of our employees, agents or representatives. In addition, we are not liable to you for any other damages or losses, unless caused by our gross negligence or unless applicable legislation or an industry code to which we have publicly committed requires otherwise.

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

Amendments

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

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

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

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

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

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

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

- › a notice addressed to you at your last address in our records;
- › a notice prominently displayed at all Scotiabank ABMs;
- › a notice on the Scotiabank website;
- › a notice in your monthly statement;

- › an electronic notice or message sent to the Communications Centre of Online Banking or Mobile Banking; or
- › such other methods as we may permit.

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.

Part 19 Overdraft Protection Agreement

Overdraft limit

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

Effective Date

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

Fee Options

1 Pay-per-use Overdraft Protection Plan

You will be charged Per-use Overdraft Protection fee (\$5) on the same day or within two business days every time an overdraft is created or increased in your account. There is no Per-use Overdraft Protection fee if you do not use the overdraft. Per-use Overdraft Protection fee will not be charged more than once per day.

2 Monthly Overdraft Protection Plan

You will be charged Monthly Overdraft Protection fee (\$5) that is applied at the end of a statement cycle regardless of the number of overdraft transactions as long as the overdrawn balance is within the pre-authorized limit. This fee will apply even if your account did not go into overdraft in that month.

You can contact us to switch your Overdraft Protection Plan. If an account has multiple account holders, we will take instructions from any one or more of you to complete an Overdraft Protection Plan switch on your account provided your account has signing arrangement with “any to sign”.

Payment

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

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

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

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

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

Default

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

If your overdraft balance goes into default, the overdraft balance in your account(s) may become immediately due and payable and/or we may close your account. If we close your account due to unpaid overdraft balance and/or for default under this Agreement, your overdraft balance will be treated as a delinquent debt owed to us and may be reported as such to a credit reporting agency. This debt will be listed as a “Scotia Plan Loan” in our communication to you for administrative purposes. Interest payable will be calculated daily and applied to the balance owing at a rate of 21% per annum regardless of whether or not you are in default of this Agreement.

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

Amending the agreement

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

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

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

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

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

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

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

Terminating the agreement

We may terminate this agreement, without notice to you, if you are in default. We may terminate this agreement, without reason, by giving you 30 days written notice. You may terminate this agreement (or cancel your Overdraft Protection) at any time without an additional fee or charge, which can be effective starting the day you terminate this agreement (or cancel your Overdraft Protection).

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

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.

Part 20 Consent to Receipt of Electronic Documents Terms and Conditions

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

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

In these Terms,

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

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

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

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

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

2. Consent and When It Takes Effect:

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

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

If any of the documents described above are not currently available for electronic delivery, they will continue to be sent by paper until they become available in digital form for electronic delivery. This consent applies to the selected account(s) and all subsequent extensions, renewals and amendments related to the selected account(s).

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

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

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

- b) **Tax Documents.** If you have provided the applicable consent, you will receive the relevant tax documents including the T5, T4RSP, T4 RIF, NR4, Relevé 2 and RRSP contribution receipt, through the Designated Information System excluding mobile banking for all of your savings and investment accounts. For joint savings

and investment accounts, both all-to-sign and any-to-sign, the tax documents will continue to be sent in paper form to the primary account holder only until that individual has provided the applicable consent to receive them through the Designated Information System excluding mobile banking.

- 3. **Verbal Consent:** If you verbally consent to the electronic delivery of documents, we will confirm your consent by sending you these Terms through electronic delivery to the Designated Information System or through paper delivery. If you do not agree to these Terms, you must immediately revoke your consent as provided under “Revoking Consent” (see section 7 below).
- 4. **Length of Time Electronic Documents are Available:** Each document described in clauses (i) to (iv) of Section 2 (a) and in section 2(b) above will be available for 7 years after it is delivered to the Designated Information System. Other documents or information delivered to you electronically will be available for 90 days. You are responsible for printing or downloading a copy of any documents delivered to you electronically for your records.
- 5. **Your Obligations to Access the Designated Information System:** You agree to access the Designated Information System at least monthly to review any electronic documents. All entries will be considered correct and binding on you, unless you provide Scotiabank with evidence to the contrary within the applicable time period as set out in your account agreement.

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

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

Any document delivered electronically to you under this consent will be deemed to be received by you when it is posted on the Designated Information System or made available to you through the Designated Information System, even if you do not access the Designated Information System for any reason.
- 6. **Providing Documents by Paper:** We reserve the right to provide you with documents by paper delivery if we are unable to provide electronic delivery (including cases where such documents are not currently in digital form), have reason to believe you may not have received the electronic document, or otherwise consider

it appropriate. Any paper delivery will be provided to you at the most current mailing address that we have on file for your selected account(s).

7. **Revoking Consent:** You may revoke your consent at any time:
- i. by changing the Recordkeeping Option on Scotiabank's Digital Banking Service (through scotiabank.com or Scotiabank Mobile Banking);
 - ii. by calling 1-800-472-6842 (available 24 hours a day, 7 days a week);
 - iii. by visiting a Scotiabank Branch.

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

It may take up to 10 business days for your revocation to take effect. You may still receive electronic delivery of documents issued by us before your revocation takes effect.

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

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

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

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

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

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

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

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

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