



Contract of Financial Services for Personal Banking

Personal Financial Services Agreement

Puerto Rico and Virgin Islands (USA)

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Introduction

Welcome to Scotiabank

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

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

In fact, it all comes down to your preference for how you want to do your banking, along with the number and type of transactions that you make every month. Scotiabank understands that you may feel most at home banking with a teller in your branch or maybe you prefer the convenience of banking using a Self-Service channel such as Automated Teller Machines (ATM) or Internet Banking.

So what's in this Booklet?

We explain the types of services we offer along with the terms and conditions that govern those services, or what we call our personal banking services agreements. We also explain what is required to open an Account and/or a Certificate of Deposit.

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

Important Information about Procedures for Opening a New Account

To help the Government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means for you: When you open an Account, we will ask for your name, address, date of birth and any other information that will allow us to identify you. We may also ask to see your driver's license or any other identifying documents.

General Information about Personal Accounts, Certificates of Deposit and Services

Personal Accounts and Certificates of Deposit belong to the Owner or Owners of the Account. They may not be used for business and they cannot be transferred to anyone else. Accounts are governed by the laws and regulations of the jurisdiction where the Account is domiciled. Please refer to the specific sections in this booklet for details about being an Account Owner. This Agreement replaces all terms and conditions that previously applied to your Deposit Accounts at the Bank.

We offer a variety of accounts and plans which package banking services for you. **Not all Account products, Certificates of Deposit or Services are available in every jurisdiction.** For more information about product or service availability contact your branch. Some of these accounts, Certificates of Deposit and services have eligibility requirements, for example, our youth and senior accounts are only available to people of a certain age and some banking plans may require you to maintain a minimum daily closing balance of a specified amount for a certain period of time. When you request an Account, Certificate of Deposit or Service that has an eligibility requirement or other type of requirement, you must meet that requirement.

Use of Accounts, Certificates of Deposit and Services

You acknowledge that you are not carrying on or associated with activities that are improper, illegal or unlawful. You also acknowledge that you are not connected with a business that we may determine, in our sole discretion, is a restricted business.

You acknowledge that anti-money laundering and terrorist financing laws and regulations, as they may be amended from time to time, apply to the operation of your Accounts, Certificate of Deposits and Services and that we will, from time to time, adopt policies and procedures to address the reporting, client identification and record-keeping requirements of these laws and regulations. You agree to abide by and comply with all such policies and procedures, as applicable, and recognize that such policies and procedures may be more rigorous than the statutory requirements.

You certify that any and all information and documents submitted by you to us are true, correct and complete. You also agree to promptly notify us of any changes to any of this information or to any of the documents you have provided to us.

You agree that the Accounts, Certificates of Deposit and Services are not to be used by, or on behalf of, a third party or parties without our prior written permission.

You agree that the Accounts, Certificates of Deposit, and Services are to be used solely for your benefit. If this is not the case, you must tell us and provide us with the particulars of any third party that may benefit from the Accounts, Certificates of Deposit and/or Services and their relationship with you.

You agree not to use any of the Accounts, Term Deposit and/or services or give any instructions for any unlawful, illegal or improper purpose, or otherwise in violation of applicable law, including laws relating to economic or trade sanctions. You also agree to perform your obligations in this booklet and under any other applicable agreement you have entered into with us in accordance with applicable law and that we may comply with any lawful third party demand that we may receive in connection with your Accounts, Certificates of Deposit and/or Services.

Terms We Use in this Booklet and the Other Agreements

“We”, “our”, “us”, “Scotiabank”, and the “Bank” means, as applicable, The Bank of Nova Scotia and its branches and subsidiaries and affiliates operating outside of Canada, including but not limited to, its branches in the U.S. Virgin Islands and Puerto Rico, and its

subsidiary Scotiabank de Puerto Rico. “Scotiabank group” means collectively, The Bank of Nova Scotia and all its subsidiaries and affiliates throughout the world.

“You”, “your”, “he”, “she”, or “Owner(s)” refers to the holder of the Account, individually or together with other persons, if more than one, and any other person authorized to sign on, make deposits, withdrawals or control the funds of the Account.

For the purpose of this Agreement, and except as otherwise stated or provided in the text, it shall be understood that the words or phrases used in singular include the plural and the plural includes the singular.

Definitions You Need to Know

Account means any personal account you have with us now and at any time in the future.

Agreement means, unless stated otherwise, collectively all of the terms and conditions in this booklet, including the Deposit Account Agreement, the Scotiabank Privacy Agreement, the ScotiaCard™ Agreement, Scotia OnLine® and Scotia Móvil™ Terms of Access, the Telephone/Fax/E-mail Banking Agreement and the Term Deposit Agreement, as well as the Rates and Fees Schedule and the Term Deposit Confirmation forms, any supplements, other schedules, appendices or addenda attached that reference this Personal Financial Services Agreement booklet or that is expressly made a part of this Personal Financial Service Agreement booklet, all as may be amended from time to time.

Automated Banking Services are channels where you can access your designated accounts and may include in your jurisdiction:

- Designated Automated Teller Machines (ATMs);
- Debit Point of Sale payment terminals (POS) (including Electronic Funds Transfers using information from your check);
- TeleScotia™ telephone banking (automated or agent-assisted) (where available);
- *Scotia OnLine* Internet Banking;
- *Scotia Móvil* or Mobile Banking.

The Bank reserves the right to change or modify – from time to time – the channel names as permitted by law.

Bill Payment Company refers to a business /company/utility that has an arrangement with Scotiabank to be a payee of bill payments through the service for which you have been registered by Scotiabank: branch, telephone, ATM, Debit POS bill payment and/or Internet Banking access.

Business Day the Bank’s Business Days are from Monday to Friday, except holidays established by the federal and/or local government. Business Days are shown in each branch, and are subject to change, from time to time, at the Bank’s discretion.

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

Cash Advance means the withdrawal of cash and/or transfer of funds from your credit card, ScotiaLine™, account or ScotiaLine Gold™ account to another account regardless of whether that other account is another Scotiabank account.

Debit Point of Sale (POS) refers to the point or place at which a transaction is concluded by whatever means and includes, but is not limited to, transactions conducted in person, over the telephone, on the Internet or by mail order.

Debit Point of Sale (POS) Device means electronic equipment used by a business, company, merchant or retailer to transmit requests for authorization and settlement of transactions made by a Cardholder at a retail establishment.

Debit Transactions include cash withdrawals, checks drawn on your Account(s), fund transfers (regardless of whether the transfer is to another Scotiabank account), bill payments, pre-authorized payments and any other method of direct payment.

Deposit Accounts are our checking, and savings accounts.

Domiciled, Domicile Account or Domicile Branch refers to the jurisdiction and the branch where your Account or Term Deposit is located (Puerto Rico or U.S. Virgin Islands).

Electronic Communication means any communication made by facsimile, telephone, Internet, email, mobile or cellular phone, smart phone, personal digital assistant or any other method of electronic telecommunication or electronic transmission.

Electronic Funds Transfer means any transfer of funds that is initiated through an electronic terminal, telephone, computer, or magnetic tape for the purpose of ordering, instructing, or authorizing a financial institution to debit or credit a customer's account. The term includes, but is not limited to: (i) point of sale (POS) transfers; (ii) automated teller machine (ATM) transfers; (iii) direct deposits or withdrawals of funds; (iv) transfers initiated by telephone; and (v) transfers resulting from debit card transactions, whether or not initiated through an electronic terminal.

Electronic Access Code refers to each combination of numbers and/or letters selected by you, for your use, as a means of your authorization to use certain Services that are available from us from time to time. Your Electronic Access Code includes, but is not limited to: (i) your Personal Identification Number ("PIN") at branches, Automated Teller Machines ("ATMs") and POS terminals, (ii) your Personal Access Code ("PAC") for access to *TeleScotia* Telephone Banking (where available), (iii) your written signature at POS Devices without PIN pads, (iv) your electronic signature, or (v) security codes such as access codes and passwords for use with *Scotia OnLine* Internet Banking, for use in association with your Card. Scotiabank reserves the right to change or modify – from time to time – the Internet Banking service name.

Inactive Accounts are Accounts with no completed transactions within a period stipulated by the laws of the jurisdiction in which the account is domiciled.

Instrument means any document evidencing or that can be used to evidence an instruction, including checks, drafts, money orders and other bills of exchange.

ScotiaCard means the banking card (access device) issued to you by us upon your request to afford you access to Automated Banking Services and other services set out in this Agreement. We reserve the right to change – from time to time – the access device name, the services accessed and/or the means of access as permitted by law.

Service means any personal or business banking, insurance, brokerage or financial product or service offered by us.

Teller-Assisted Transactions are transactions processed directly with a teller at a Scotiabank branch.

Term Deposit (s) or Certificate(s) of Deposit(s) means as applicable, the fixed, cashable and/or rate booster term deposit products that are offered by the Bank that have a fixed term and pay a fixed amount of interest.

Term Deposit Confirmation Form or Certificate of Deposit Confirmation Form means the document that we provide to you when you purchase a Term Deposit from us. The Term

Deposit Confirmation Form contains information such as the type of Term Deposit purchased, the amount, its term, the interest rate, maturity date and other information.

General terms and conditions that apply to this booklet and the other agreements

This Agreement and any order or receipt signed or authorized by any one or more of you under this Agreement, is binding on each of you and your own legal or personal representatives.

Ownership, survivorship rights and signing arrangements

If the Account and/or Term Deposit have multiple Owners, you must indicate whether all Owners must sign or that each individual Owner may sign. Because legal responsibilities vary depending on who must sign, we have explained these differences below.

Accounts Domiciled in the U.S. Virgin Islands

Sole Account/Single party Account

If an Account, and/or Term Deposit is in your name only, you alone own the funds in the Account, and/or Term Deposit and we will only take instructions from you.

A Sole account may be with or without a Payable on Death (POD) designation. Upon the death of the Owner of a single party account, ownership of the account passes as part of party's estate, and will be subject to probate. Upon the death of the Owner of a single party account with POD designation, ownership of the account passes to the POD beneficiaries and is not subject to the deceased party's estate.

Note: The foregoing does not limit any rights we may have regarding the funds in the Account and/or Term Deposit account that arise out of any lien, charge, pledge, security interest, security agreement, or any right of set-off, right to combine and/or consolidate accounts, any counterclaim or any other right we may have whatsoever or to any step that we may take in view of any claim by any person.

Multiple person accounts and POD Accounts and/or Certificates of Deposit

You may establish an account in the name of a single party or multiple parties. You may establish a multiple-party account with or without a right of survivorship between the parties. A single-party account or a multiple-party account may have a Paid on Death or "POD" designation, an agency designation, or both.

Multiple Person Accounts (or Multiple Party Accounts)

Multiple Party accounts are accounts established in the name of two or more parties, and are deemed to be owned by each of the named parties in proportion to the net contributions (deposits) by each party into the account, unless you clearly designate a different intent in writing. There are two (2) kinds of Multiple Party Accounts.:

- 1) A Multiple -Party Account with Right of Survivorship is an account which provides that upon the death of a party to the account, ownership of the account passes to surviving

parties. A Multiple-Party Account with Right of Survivorship and POD Designation must name one or more beneficiaries. Upon the death of last surviving party, ownership of the account will pass to the POD beneficiaries and the account will not be subject to the last surviving party's probate estate.

2) A Multiple-Party Account Without Right of Survivorship means that upon the death of a party, the deceased party's ownership share in the account passes as part of deceased party's estate and will be subject to probate.

When there are two or more Owners on the Account and/or Term Deposit and any of the Owners may sign for the Account and/or Term Deposit, each Owner is jointly and severally responsible, and agrees with the following:

- We can accept without liability any order or receipt signed or authorized by any one or more of you, without signature or consent of the other.
- We can deposit in your Account all payments received by us from any one of you, or collected by us on behalf of any one or more of you. This includes any item payable to you jointly. We reserve the right to refuse acceptance of items payable to anyone other than you, or your joint account holders.
- We can pay and deduct from your Account the amount of any check, 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 (check) drawn in your Account.
- Except for a lawful claim made before repayment, the whole or any part of the credit balance in your Account may be withdrawn by any one of you, or applied by us to the debts of any one or more of you to us as stipulated by the laws of jurisdiction in which your Account is Domiciled.
- The instructions given by you remain in force and can be relied upon until we receive written notice of cancellation by any one or more of you.

Agency or Power of Attorney (POA) Designations

You may appoint an agent with the power to make account transactions on your behalf, or an agent (such as a guardian) may be appointed to make account transactions for a party by court order. Agents have no ownership or rights to the account upon the death of the account holder, unless the agent is also named as a POD beneficiary. The Agency Designation may indicate that the agency will survive disability or incapacity, or that the Agency will terminate upon disability to incapacity.

Discharge of The Bank's responsibility for payments made from Accounts

A payment made by the Bank in accordance with the terms of the Account, as stated in the Account agreement, will discharge the Bank from all claims for amounts so paid, whether or not the payment is consistent with the beneficial ownership of the Account as between parties, beneficiaries, or their successors, unless, prior to making the payment, the Bank has received written notice from a party, or from the personal representative, surviving spouse, or heir or devisee of a deceased party, to the effect that

payments in accordance with the terms of the Account, including one having an agency designation, should not be permitted, and the Bank has had a reasonable opportunity to act upon the notice when the payment is made. Upon such written notice, payment will not be made unless the notice is withdrawn by the person giving it, or the successor of any deceased party has concurred in a request for payment.

Unless the Bank has been served with process in an action or proceeding, no other notice or other information shown to have been available to the Bank affects the Bank's right to protection for making a payment in accordance with the terms of the account.

Payments may still be made by the Bank, regardless of whether or not a party, beneficiary, or agent is disabled, incapacitated, or deceased when the payment is requested, received, or made.

If the Bank receives written notice of a dispute or otherwise has reason to believe that a dispute exists as to the rights of the parties, the Bank may refuse, without liability, to make payments in accordance with the terms of the account.

The Bank's right to make payments in accordance with the terms of the account shall not have any effect upon the rights of parties in disputes between themselves or their successors concerning the beneficial ownership of sums on deposit in accounts or payments made from accounts.

The right of set-off

Without qualifying any other statutory right to set off or lien and subject to any contractual provision, if a party is indebted to the Bank, we have a right to set-off against the account. The amount of the account subject to set-off is the proportion to which the party is, or immediately before death was, beneficially entitled, or, in the absence of proof of that portion, an equal share with all other parties.

Accounts Domiciled in Puerto Rico

Sole Account

If an Account, and/or Term Deposit is in your name only, you alone own the funds in the Account, and/or Term Deposit and we will only take instructions from you. Upon your death, and subject to any rights we may have at law, the proceeds of the Account, and/or Term Deposit will be disbursed to your estate or as otherwise required by law.

Note: The foregoing does not limit any rights we may have regarding the funds in the Account and/or Term Deposit account that arise out of any lien, charge, pledge, security interest, security agreement, or any right of set-off, right to combine and/or consolidate accounts, any counterclaim or any other right we may have whatsoever or to any step that we may take in view of any claim by any person.

Joint and Several Accounts and/or Certificates of Deposit (“and/or”)

When there are two or more Owners on the Account and/or Term Deposit and any of the Owners may sign for the Account and/or Term Deposit, each Owner is jointly and severally responsible, and agrees with the following:

- We can accept without liability any order or receipt signed or authorized by any one or more of you, without signature or consent of the other.
- We can deposit in your Account all payments received by us from any one of you, or collected by us on behalf of any one or more of you. This includes any item payable to you jointly. We reserve the right to refuse acceptance of items payable to anyone other than you, or your joint account holders.
- We can pay and deduct from your Account the amount of any check, 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 (check) drawn in your Account.
- Except for a lawful claim made before repayment, the whole or any part of the credit balance in your Account may be withdrawn by any one of you, or applied by us to the debts of any one or more of you to us as stipulated by the laws of jurisdiction in which your Account is Domiciled.
- The instructions given by you remain in force and can be relied upon until we receive written notice of cancellation by any one or more of you.

Joint Accounts (“and”)

In the event of Joint Accounts, the Bank shall require the presence or signature of two or more of the Owners as established in the application to carry out any transaction or give instructions to the Bank regarding management of the Account; except to place a stop payment order, for which any of the Owners may place it.

Funds deposited shall be deemed jointly owned by all the Owners, who become joint creditors of the Bank. The Bank shall respond to them jointly for the total funds (by one check payable to the order of all you) or may equally distribute the funds among all of you.

In the event of an overdraft in the Account, it shall be understood that all of you are jointly and severally bound to the Bank for the total amount owed, and the Bank may jointly and severally collect the total amount of the overdraft from any of you.

Special terms for Accounts and/or Certificates of Deposit for minors

If you open an Account and/or Certificate of Deposit in the name of a person under twenty-one (21) years of age in Puerto Rico or eighteen (18) years of age in USVI, funds in the Account and/or Term Deposit belong to you. Your signing authority will continue indefinitely until you (at any time) or the minor (after the minor’s twenty first (21th) birthday in Puerto Rico or eighteenth (18th) birthday in USVI) make arrangements in writing to cancel your signing authority. The minor will automatically gain signing

authority when he/she turns eighteen (18) years of age in USVI and twenty one (21) in Puerto Rico. A parent or guardian's signature is required for any Account in the name of a minor under eighteen (18) years of age in USVI and 21 (twenty one) in Puerto Rico.

Death of an Owner

Please refer to the section "Ownership, Survivorship Rights and Signing Arrangements" for further information as applicable

Accounts Domiciled in the U.S. Virgin Islands

Unless "Multiple-Party Account Without Right of Survivorship" is specified on the Confirmation Form opposite the term "Right of Survivorship", where there are two or more Owners and each Owner is an individual, you shall be deemed to be "joint tenants with right of survivorship" and the last survivor will be entitled to all rights, title and interest in and to the Account.

Subject to any law or regulation now or afterwards in force, the death of any one or more of you does not affect the right of any survivor or the last survivor to withdraw or order the payment of any credit balance in your Account.

Accounts Domiciled in Puerto Rico

Upon the death of one of the joint account holders, the survivor will notify the Bank immediately. The amounts deposited in the Account on the date of the death will be property of the surviving joint account holder and the heirs of the deceased joint account holder. However, the surviving joint account holder may not make withdrawals from the Account except as authorized by law, nor claim life insurance benefits until the Declaration of Estate of the deceased joint account holder and when applicable clearance from the secretary of the Treasury to the effect that there are no tax debts pending, are presented.

You agree to be bound by the terms and conditions in the Agreement, all of the Personal Banking Services Agreements as they apply to you, the Rates and Fees Schedule, the Certificate of Deposit Confirmation and your Application for Deposit Services.

This Agreement, as amended from time to time, constitute the entire agreement between you and the Bank regarding the Account(s), the Certificate of Deposit(s) and the Services and it replaces all previous agreements, either written or oral, between you and the Bank with respect to the same subject matter.

How we can contact each other?

We will use the address and any other contact details given in your application form to contact you. You agree to tell us of any changes or additions to these details. We may contact you by mail, telephone, email, or *Scotia OnLine*. All statements and notices we have agreed to give you will be sent to the address most recently notified by you, to us, and will be deemed to have been received by you five (5) Business Days after it has been sent. Correspondence from the Bank is forwarded in envelopes marked with our name and return address. You accept that the Bank shall not be liable for delays in the receipt

of the statement or any other notice or correspondence, when you failed to notify the Bank of the change of address in a timely manner.

You may contact us using the address and other contact details we give you when you open your Account, Certificate of Deposit or Service. We will give you written notice if any of these change. If you contact us by telephone, we will take reasonable steps to verify your identity before providing any account information.

You agree that we may leave a message for you to contact us on answering or facsimile machines or with the person answering the telephone and that we may use an automatic dialing system to give you recorded telephone messages.

How we will accept instructions from you

Any instructions may be given to us in person at Domicile branch or delivered to the branch in writing. We will accept instructions through the mail, when we receive them at your branch, but we are not responsible for delays or failure of delivery of such instructions.

If you also wish to give instructions by telephone, facsimile or e-mail you agree to the terms of the Telephone-Fax-Email banking agreement found in this booklet.

We may refuse to act upon any instructions if, in our opinion, you have violated a provision of this Agreement, or if to do so may be illegal or in breach of any obligation owed by us to, or to us by, a third party, or cause us to fail to comply with any law, regulation, code or standard in force from time to time as it applies to us; or if we are in doubt as to the authenticity of the person giving such instruction, or if the instructions you provide are incomplete (including endorsements), illegible, or the information provided does not match the information in our records or this Agreement.

We can at any time without prior notice refuse to honor an instruction for any proper or lawful reason, including garnishment, a trust provision or an instruction which would overdraw your Account or increase the overdraft in it. We retain this right even if we have previously chosen not to exercise it.

The Bank is not obligated to act on any withdrawal instruction from you if sufficient funds, including overdraft protection limits, are not available in the Account you designate. At the Bank's discretion, we may create or increase an overdraft to your Account(s) according to the agreement governing those Accounts. We may place a hold on any branch service or ATM deposits pending verification.

When you make a deposit that contains checks and/or other documents (including without limitation traveler's checks, certified, personal or bank money orders) at a branch, the teller will not verify the amount deposited. However, the Bank will verify the deposit amount no later than the next Business Day. The Bank's determination will be considered correct.

If you wish to request stop payment of a pre-authorized Electronic Fund Transfer from your Account, you must notify us orally or in writing at least three (3) Business Days before the scheduled date of the transfer. If you notify us orally, you must provide us with a written confirmation within fourteen (14) days of the oral notification; the notice must be addressed to us at P.O. Box 420, St. Thomas, Virgin Islands, 00804 for US Virgin Islands. For Puerto Rico, address your notice to P.O. Box 362230, San Juan, Puerto Rico, 00936-2230. Your oral stop payment notice will cease to be effective after fourteen (14) days if you do not provide the written confirmation.

Fees and commissions

The service fees listed in your Rates and Fees Schedule apply to all Accounts unless we specifically refer to a particular Account or indicate otherwise. Service fees are charged in the currency of the Account unless indicated otherwise and collected on the same day as the monthly fees.

We may vary at our discretion all charges payable by you. When we change our fees and charges, we will notify you as required by law to the address that we have on file for you, please see further details in the “Adding or changing the terms of the Agreement” section.

Monthly Account fees

Monthly account fees are calculated from the first to the last day of the monthly account cycle and collected on the last day of the monthly account cycle. The monthly account cycle is the monthly period that we assign to your Account.

In the case of a partial monthly account cycle (for example, when an Account is opened, closed or changed during a monthly account cycle), the monthly fee is prorated to the number of days the Account is open and collected on the last day of the partial monthly account cycle. In the case of an Account closing, the monthly fee is calculated from the day after the fees were last collected up to and including the day before the Account is closed and is collected on the day the Account is closed.

If the last day of the monthly account cycle falls on a non-Business Day, the monthly fee will be collected the next Business Day.

While our specialty Accounts may include a variety of Services in the monthly fee, you may occasionally need other banking services. When the Services you need are not included in the Account package, there is a fee for these Services. We don't want you to be surprised when you receive your statement or come into one of our branches when you need any of these Services so we've listed them for you in the Rates and Fees Schedule.

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

you have at the end of that month.

For foreign currency Accounts, the fees listed in the Rates and Fees Schedule are quoted in the same currency as the foreign currency Account.

Free transactions

Some of the Account products allow a certain number of free Debit Transactions per month. This means that the free Debit Transactions must be used in each monthly account cycle and cannot be carried forward to the next monthly account cycle if not used. Fees apply for debit transactions over the allowed free items for specific Account products.

We may use agents and transmission services

We may use any correspondent or third party to act as your agent for funds transfers or other transactions for your Account. This correspondent or third party, while processing your funds will be considered your agent and not an agent of the Bank. We are not responsible for the acts or omissions of correspondents or third parties. Also, we are not responsible for the loss of checks in transit.

You must promptly review any notice sent to you of a funds transfer transaction for your Account, and notify us within twenty-four (24) hours of when you received or were deemed to have received notice, of any error or omission in the transaction. If you fail to promptly report such an error or omission you relieve the Bank of any liability with respect to such discrepancies or objections.

Who is bound by the Agreement?

All of the provisions in the Agreement, including this booklet, the Personal Banking Services Agreement, as they apply to you, the Rates and Fees Schedule and any notice or disclosure required by law are binding for you, your estate, your heirs, executors, administrators and your personal and legal representatives.

If you have a joint Account or a joint Certificate of Deposit or if we provide you with a product or Service where the Owner consists of more than one person, all of the obligations in the Agreement are joint and several which means that each of you is fully responsible for those obligations.

Separate Agreements and severability

Each of the agreements, including those contained in this booklet, is a separate contract. If a court holds any of those agreements or any other provision in this booklet, as invalid or unenforceable in whole or in part, the remaining agreements and provision shall still be in effect and binding.

Adding or changing the terms of the Agreement

We can amend, change, modify, add or remove any of the terms and conditions in this Agreement booklet, the Personal Banking Services Agreements, Rates and Fees Schedule or any other agreement at any time. We can also alter at any time any of the benefits,

features and services we offer. We will notify you of any changes in any of the following ways:

- A notice addressed to you at your last address in our records;
- A notice prominently displayed at our ATMs or on our ATM screens;
- An announcement through the Voice Response-Unit (VRU);
- A notice on the Scotiabank website;
- A notice in our branches; and/or
- A notice in your monthly statement.

We consider you to have received the notice: (i) on the same day that it was sent if sent by fax or by Electronic Communication, (ii) on the day it was hand delivered, (iii) when it is posted in our branches, posted on our website, displayed at our ATMs or on our ATM screens or announced on our Voice-Response-Unit, and (iv) on the fifth (5th) calendar day if sent by regular mail.

Your continued use of the Account or if you have funds on deposit in the Account or in a Certificate of Deposit or use of any of the Services following notice of such change means that you agree to and accept the changes made to the applicable agreement(s). If you do not agree with any of the changes made, you must immediately stop using the Account, Certificate of Deposit or Services and notify us that you are terminating this Agreement and close the Account(s) and Certificate of Deposit(s) (where permitted).

The terms and conditions in the Agreement and your Account(s) and Certificate of Deposit(s) are governed by the laws of the country in which your Account(s) or Certificate of Deposit(s) is/are Domiciled.

Personal Deposit Accounts and Services

We have five (5) categories of Accounts and Services:

1. Day-to-Day Bank Accounts
 - Checking Accounts
 - Savings Accounts
2. Special Feature Plans, such as
 - Accounts for youth
 - Accounts for seniors
3. Payroll Direct Deposit
4. Automatic Savings Plan/Pre-authorized Contribution Plan
5. Certificates of Deposit

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

- Visit any of our branches
- Use ATMs
- Make direct payment purchases from your Account
- Have regular payments withdrawn automatically
- Conduct transactions over the telephone (where available) or Internet, or issue instructions to us in writing.

Day-to-Day Bank Accounts

With your *ScotiaCard*, you can access your checking Account via *Scotia OnLine* Internet banking, *TeleScotia* telephone banking, Scotiabank ATMs, local Scotiabank branches in the jurisdiction where your Account is Domiciled, and POS merchants.

We provide monthly account statements to help you reconcile your Account and keep track of your finances.

Checking Accounts

Whether you prefer to bank at a branch or take advantage of our self-service banking, Scotiabank offers you a convenient checking account designed to simplify your day-to-day banking needs, including:

- Writing checks
- Withdrawing cash
- Paying bills
- Having regular payments withdrawn automatically
- Paying for banking services such as money orders, traveler's checks and cashier's checks

We provide you with an initial supply of checks and a check register for easy record keeping.

The Bank may also offer a Deposit Account that combines checks or negotiable withdrawal orders with a savings account. You will be able to select if an overdraft will be covered with your savings account or a line of credit, but not from both at the same time.

Savings Accounts

For all your basic savings needs, Scotiabank offers you a convenient, interest-bearing savings account designed to simplify your day-to-day banking.

You can even arrange for regular loan payments to be withdrawn automatically from your Account.

Certificates of Deposit

The Bank offers a variety of Certificates of Deposit with different terms. Minimum amount requirements may apply to purchase a Certificate of Deposit.

Age Based Accounts

Accounts for youth

A Scotiabank youth account is an excellent way for qualifying young people to understand the basics of banking and the value of savings.

Subjected to the product selected, the holder of a youth Deposit Account will enjoy benefits such as

- Attractive interest rate
- Personal financial advice
- Reduced fees

Seniors Account

A Scotiabank seniors Deposit Account is the most convenient way for qualifying customers to earn a competitive rate of return on their savings while benefiting from many free and discounted Scotiabank services.

The Scotiabank seniors Deposit Account may have benefits such as:

- Competitive interest
- Discount on a safety deposit box
- Discounted commission on drafts
- Spouse on joint account receives same benefits even if not of qualifying age

Direct Deposit

Consider the benefits of direct deposit. You can arrange for electronic direct deposit of select employers pay checks and government payments. The funds go directly into your Deposit Account, and access to the funds is available immediately on the day of deposit.

Automatic Savings Plan/Pre-Authorized Contribution Plan

A Scotiabank Automatic Savings Plan (“ASP” in Puerto Rico) or a Pre-Authorized Contribution Plan (“PAC” in the U.S. Virgin Islands) can help you save for a specific goal over a period of time.

An ASP or PAC plan automatically deducts a specified amount on a regular basis from your Deposit Account, and deposits it directly into your designated Account.

- You can choose to invest weekly, bi-weekly, monthly, quarterly, semi-annually or annually;
- Scotiabank will automatically transfer the money into the Scotiabank savings/investment Account you choose;
- You can change how much and how often you contribute at any time, or cancel the service by advising us in writing;
- By making regular contributions, you are building your savings while earning a return on the amount already contributed. As a result of this compounding, your portfolio has the potential to grow faster than if you made a single lump-sum contribution.

Your Agreement with us

By acknowledging that you have received this Personal Financial Services Agreement (“this Agreement”), you agree to the following terms and conditions governing your Account(s) and Service(s). If you opened an Account or Service over the telephone or the Internet, your use of the Account or Service you applied for will indicate your agreement with the following terms and conditions governing the Account or Service.

This Agreement consists of:

- General terms and conditions for all Deposit Accounts;
- Terms, conditions and disclosures which apply to specific Deposit Accounts and which are provided to you when you open those Accounts;
- Other relevant agreements that apply when you open a personal Account or a Certificate of Deposit. They are:
 - Deposit Account Agreement
 - *ScotiaCard* Agreement, *Scotia OnLine* and *Scotia Móvil* (Mobile Banking) Terms of Access (as available in your jurisdiction)
 - Certificate of Deposit Agreement
 - Scotiabank Privacy Agreement
 - Telephone/Fax/E mail Banking Agreement

In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions shall remain valid and enforceable. We can amend, change, modify, add or remove any of the terms and conditions of this Agreement from time to time. If we do so, we will notify you as required by law to the last address we have on file for you.

We may close your Account, Certificate of Deposit or Service without notice to you if you do not operate your Account, Certificate of Deposit or Service in a satisfactory manner, for example, if you maintain an overdrawn balance due to insufficient funds or outstanding service charges or if you use the Account, Certificate of Deposit or Service for illegal or improper purposes.

You agree to immediately notify us of any suspicious circumstances that you are aware of about an item for deposit or other transaction involving your Account, Certificate of Deposit or Service.

We may close your Account, Certificate of Deposit or Service without reason at any time without previous written notice. You may close your Account or Service at any time upon notice to us. Upon closure of your Account or Service, the Bank may return without payment all checks or payment orders presented for collection. In such a case, you expressly release the Bank from all and any responsibility.

If you are a non-resident of the jurisdiction where your Account, Certificate of Deposit or Service is domiciled, you are advised that off-shore banking transactions may have tax consequences in the jurisdiction where your Account, Certificate of Deposit or Service is domiciled and/or in your home jurisdiction. Accordingly, if you are a non-resident, you

should obtain prior written advice for such transactions from qualified tax advisors in your own domicile. A copy of such advice may be requested by the Bank prior to opening of Accounts, Certificate of Deposit or Services or anytime thereafter.

We will withhold taxes only where required to do so by law, otherwise you are responsible for any taxation that may be incurred on your Account(s).

Deposit Account Agreement

This Deposit Account Agreement, as amended from time to time, sets out the terms under which we operate Deposit Accounts, provide certain financial services and carry out instructions. It applies to each Account you have with us and it replaces all prior agreements, either written or oral, between you and us regarding a Deposit Account.

When you signed the Application for Deposit Services you acknowledge having received, read and agreed to the following terms and conditions governing your Deposit Account(s) and the applicable written disclosure of the service charges, fees and the minimum balance required in order to earn interest, if any; the rate of interest to be paid and how the interest will be calculated and paid. We reserve the right to accept or limit any deposit or require its withdrawal or close any Deposit Account when we consider it convenient. When the withdrawal of all or part of a deposit is required, interest will not be earned from the date of notice.

Unless permitted by applicable law, funds deposited to your Deposit Account may not be pledged, assigned or transferred to any person or institution as collateral for a loan or other obligation. However, funds on deposit may be pledged to guarantee any loans to us.

Our payment obligations to you

The money we owe to you because of your deposits to your Deposit Accounts with us is payable only at your Domicile branch. You are not entitled to ask for payment at any other branch or subsidiary of Scotiabank.

We reserve the right to require thirty (30) days written notice from you before you can withdraw any monies from your Deposit Account.

While we may permit you to withdraw monies and perform other banking transactions at another Scotiabank branch, or through designated ATMs, Automated Banking Services, or other automated payment systems, this privilege is subject to restrictions and we reserve the right to limit or remove such services at our discretion. The Bank reserves the right to accept or limit any deposit, and to require the withdrawal of a deposit when it deems convenient. When the Bank requires the withdrawal of a deposit or any part thereof, such deposit will not accrue interest (if the Account where the deposit was made accrued interests) from the date of the withdrawal notice.

The Bank will not take any responsibility or be liable for any reduction in any Account due to taxes or depreciation in the value of the funds credited to the Account due to

restrictions on transfer, payments or convertibility or due to requisitions, involuntary transfers, distress of any character, exercise of military or usurped power or any other cause beyond the control of the Bank. You will not have any claim, action or other recourse to the Bank or any of its branches, affiliates or subsidiaries other than the branch where the Account is domiciled.

Interest - The interest rate we pay you on some savings accounts is conditional on you giving us a minimum period of notice or keeping the deposit for a specific term. If you withdraw funds without giving the required period of notice or before the end of the fixed term, you may either lose some of the interest which you would otherwise have received, or be charged a penalty fee.

We may however, pay interest in full if the early withdrawal is due to your death or bankruptcy (or insolvency) or if the withdrawal is by way of transfer to a surviving joint account holder.

All stop payment orders placed by you for a check drawn against your Deposit Account, shall be made in writing and shall follow the format that the Bank so determines from time to time, and you agree to release the Bank from any liability regarding negligence, carelessness, accident or any other cause arising from the Bank's failure to honor a stop payment order of a check as requested.

Your payment obligations to us

In return for our opening and keeping your personal Deposit Account, you agree to pay (and we can deduct) from your Account any monthly fee and additional service charges applicable to your Deposit Account. Fees and charges are presented in the account opening disclosure required by Truth in Saving Act, as applicable.

You acknowledge that the charges stipulated in the account opening disclosure may not include additional services that you may request and that are not established in this Agreement, such as: charges for check printing, reproducing and delivering documents and information, etc. If the Bank receives an order to produce documents (subpoena) or any other request for production of copies, the Bank shall have the right to debit from your Account the corresponding costs pursuant to the provisions established in the account opening disclosure.

You also agree that we can deduct from your Account:

- any debt or liability of any of you to us or to any of our subsidiaries, as permitted by law;
- the amount credited to your Account or paid to you pursuant to any instruction, regardless of whether or not we have received settlement in respect of such instruction, if in our sole and absolute discretion such instruction is in any way whatsoever related to a fraudulent item, an item with an endorsement error or an item for which we may incur a loss if the payment or credit thereof is not

reversed, together with all related costs associated with such a charge to your Account; or

- if any of these deductions creates or increases an overdraft, you are still responsible for each charge, debit or liability until you pay us. As permitted by law, you will pay us on request, the amount of any overdraft along with your overdraft charges then current, including interest on the overdraft at the maximum rate permitted by law or regulation from the date of the overdraft to the date of payment of the overdraft. The Bank shall not be liable for rejecting checks or withdrawals due to insufficient funds in the Deposit Account caused by a charge that has been processed pursuant to the account opening disclosure or this Agreement.

Your Ability to Access Your Funds

The availability of the funds that you deposit with us may be subject to the requirements of the Expedited Fund Availability Act (“EFA”) and Regulation CC (“Reg. CC”). They require that we make funds in applicable accounts available to you according to availability schedules. When you open an Account that is subject to EFA and Reg. CC, you will be provided with the disclosure statement, Your Ability to Withdraw Funds at Scotiabank, which becomes a part of your Agreement with us.

Your Checks May be Returned

You agree to complete checks so that they are not easy to alter and you must not put a date on your checks which is after the date of signature. If you do, we will not be liable for any loss you incur as a result of us paying a check before the date you have put on it.

The Bank may refuse without liability, to pay any check, substitute check or item ordered to be debited from the Deposit Account (payment order) if: (a) there is a signature missing and/or was signed by a person not authorized to do so according to the Bank records; (b) was incorrectly or incompletely issued or endorsed; (c) was issued in a form that has not been approved by the Bank; (d) it is not authorized for payment; (e) exceeds the amount permitted for the Account or the amount of available funds in the Account; (f) there are insufficient funds in the Account; (g) there is dispute as to the rights of ownership to or authority to act with respect to the funds contained in the Deposit Account; (h) the Bank is uncertain as to who is entitled to the funds pursuant to the contract of deposit, or otherwise receives instructions which the Bank determines, in its discretion, to be unclear or conflicting; (i) the Bank has been ordered by a court or other legal process not to permit the payment; or (j) the Bank has some suspicion of fraud or irregularity or illegality.

If we return checks or regular payment orders or refuse to accept other instructions we will tell you the reason for doing so. Information on charges for returned items or items we are obliged to pay, such as guaranteed checks, are available on request.

We may refuse to make any payment if you do not have cleared funds (or an agreed overdraft) available on the Business Day before the items are presented for payment. In deciding whether you have funds available we may take into account any earlier instructions to make payments, any authorizations we have given for card transactions,

regular payments from your Deposit Account, and any checks we are treating as cleared. We will tell you if you can make payments from your Deposit Account against checks which are not cleared. We may not take into consideration regular credits paid into your Deposit Account or any credits received after the decision to refuse payment has been taken.

The reasons a check you deposit may be returned by another financial institution may include but are not limited to the following reasons:

- Non-sufficient funds (NSF) or refer to drawer: means there is not enough money in the account on which the check is drawn;
- Payment stopped: the owner of the account has requested the check not be paid;
- Postdated: the date on the check is in the future;
- Stale dated: the date on the check is six (6) months or older;
- Account closed: the account the money is coming from is closed;
- Funds not cleared: a "hold" has been placed on funds in the account on which the check is drawn on;
- Materially altered check: the owner of the account says the check has been altered without authorization;
- Counterfeit check: the owner of the account denies issuing the check;
- Irregular signature: the signature on the face of the check does not match the usual signature of the person that it purports to be;
- Forged signature: the signature on the face of the check is not the signature of the person that it purports to be;
- Forged endorsement: the signature of the endorser of the check is not the signature of the person that it purports to be; or
- Words and figures differ: the written and numerical amounts on the check don't match.

If you deposit a check that was drawn in a foreign currency and the check is returned to us, you will be responsible to repay to us the local currency equivalent of that check at the time that it is returned to us. The Bank shall not be responsible for damages or claims of loss of income, loss of profit, and/or unforeseen damages caused by the return of checks in a foreign currency.

You may stop payment of a check before it has been presented for payment (unless it has been guaranteed). You must provide us with written notice; you may only cancel instructions given by you if they have not been acted upon. If we are able to cancel your instruction, we may make a charge. Information on our charge for stopping payment of checks is available on request. Stop payment requests for checks that are received after 4:00 pm will be effective on the next Business Day after the Bank accepts your stop payment request.

If any check you have negotiated is returned to us unpaid we will debit your Deposit Account, whether or not it creates or increases an overdraft and even if we allowed you to make a payment or to take cash against the check.

Should the Bank in its discretion pay any check or payment order when there are insufficient funds in your Deposit Account, you agree, as permitted by law, to pay the Bank said overdraft on demand, a fee for the returned check and also agree to pay interest on the overdraft.

The Bank may refuse to honor a payment order if the account is subject to a dispute (unless a court with jurisdiction allows the payment order), if it is subject to attachment or lien, has been pledged as collateral for a debt, if availability of funds could not be verified or if the account has been debited for any debt due to the Bank which was not paid on time.

In the event the Bank returns a payment order by error, the Bank shall not be responsible for damages or claims of loss of income, loss of profit, and/or unforeseen damages caused by the wrongful return of a payment order.

The Bank is under no obligation to pay a check that has been presented six (6) months after the date it was drawn; however, it may charge the amount to your Deposit Account after said date without incurring any responsibility.

Pre-Authorized Transactions

You may authorize in advance a deposit to an Account you specify. Deposits will be credited the same day the Bank receives the funds. You may confirm whether a deposit has been received, or make a claim about this service, by calling your Branch or, for USVI Customers 340-774-0037 and for Puerto Rico customers *TeleScotia* at (787) 766-4999 (where available) or 1-877-766-4999.

You will receive a periodic statement of account that will reflect the dates on which direct deposits were credited. Service charges for this service (if applicable) are described in the Disclosure of Interest, Fees & Account Terms provided to you when you opened your Deposit Account.

If you wish to authorize in advance transfers from your Account, you must do so in writing and a copy of said authorization must be provided by the entity you are authorizing to debit your Account.

In order to discontinue the processing of a pre-authorized withdrawal instruction not originated by the Bank, you must write to the entity that originated the transaction and provide the Bank with a copy of that letter.

If you authorize automatic debits from your Account for amounts that may vary, the beneficiary must notify that fact ten (10) days before the payment date, with information about the amount and date the debit is processed. You may choose to receive this notification when the payment will exceed the pre-established amount or when the amount falls outside the pre-established limits.

Substitute Checks and your rights (Check 21 Act)

What is a Substitute Check?

To make check processing faster, federal law permits banks to replace original checks with “substitute checks”. These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: “This is a legal copy of your check. You can use it the same way you would use the original check.”

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your Account. However, you have rights under other laws with respect to those transactions.

What are your rights regarding Substitute Checks?

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if you believe that a substitute check is incorrectly posted to your Account (for example, if you think that we withdrew the wrong amount from your Account or that we withdrew money from your Account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your Account and fees that were charged as a result of the withdrawal (for example, returned check fees).

The amount of the refund you may request under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You are also entitled to the interest on the amount of your refund if your Account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other laws.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your Account earns interest) within ten (10) Business Days after we receive your claim and the remainder of your refund (plus interest if your Account earns interest) not later than forty-five (45) calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your Account.

How do I make a claim for a Refund?

If you believe that a substitute check you received from us was improperly debited to your Account, please call us or write to us at the applicable address below:
Scotiabank de Puerto Rico, P.O. Box 362230 San Juan, Puerto Rico 00936-2230 if your Account is Domiciled in Puerto Rico or The Bank of Nova Scotia, P.O. Box 420, St. Thomas, Virgin Islands 00804 if your Account is Domiciled in the US Virgin Islands.

You must contact a branch or *TeleScotia* (787) 766-4999 to 1-877-766-4999 in Puerto Rico; for USVI, call (340) 774-0037 within forty (40) calendar days of the date that we mailed the substitute check in question or the account statement showing that the substitute

check was posted to your Account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

- a description of why you have suffered a loss (for example, you believe the amount withdrawn was incorrect);
- an estimate of the amount of your loss;
- an explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and a copy of the substitute check and/or the following information to help us identify the substitute check, such as:
 - a. check number;
 - b. the amount of the check;
 - c. the name of the person to whom you wrote the check.

Truth in Savings Act Disclosure for Deposit Accounts

The “Truth in Savings Act” requires us to disclose to you certain information regarding your Deposit Accounts when you open an Account. As applicable, the initial disclosures may include information about:

a) Interest Rate

The interest rate and the annual percentage yield (“APY”) paid on the account is stated in the Disclosure of Interest, Fees and Account Terms provided to you. The interest rate and the annual percentage yield can change at any time at the Bank’s discretion.

b) Requirement of minimum balance

The requirement of minimum balance in order to calculate the applicable service charges and/or annual percentage yield for each account is stated in the Disclosure of Interest, Fees and Account Terms.

c) Method of calculation

We may use the **Daily Balance Method** or the **Average Daily Balance Method** to calculate interest on your Account. The method used in the account will be stated in the **Disclosure of Interest, Fees and Account Terms** provided to you. The **Daily Balance Method** applies a daily periodic rate to the principal in the account each day. The **Average Daily Balance** applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.

d) Calculation and payment of interest

On all accounts that earn interest paid, same will be calculated daily and will be credited to the account on a monthly basis. When items are deposited (e.g., checks), they will begin to accrue interest no later than the day when the Bank receives credit for the deposit(s).

e) Fee(s)

The amount of any fee(s) that may be imposed in connection with your Account or an explanation of how the fee(s) will be determined, and the conditions under which the fee(s) may be imposed.

You must verify your Accounts

You must promptly review your account statements, *Scotia Online* or *TeleScotia* transaction history, or automated banking statement to verify the entries.

Further to the terms specific for substitute checks, if you believe there are any errors or omissions in any of these records, you must tell us in writing within sixty (60) calendar days of the statement date. If you do not tell us of an error or omission within the applicable time period described above, you

- a. will be deemed to have conclusively agreed to the contents of the paper account statement and/or online transaction history as applicable, whether or not you have reviewed your statement or online transaction history, 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 transaction charged to your Account was forged, unauthorized or fraudulent.

U.S. Electronic Funds Transfer Act and Regulation E

The U.S. Electronic Funds Transfer Act and Regulation E that implements it, apply to specified Electronic Funds Transfers. These regulatory requirements are set forth in the *ScotiaCard* Agreement, *Scotia OnLine* and *Scotia Móvil* Terms of Access section of this Agreement. These requirements may also apply to certain Electronic Funds Transfers that you may initiate during your banking relationship with us that do not involve the use of a *ScotiaCard*.

Limitations to Unlawful Internet Gambling

The Unlawful Internet Gambling Act of 2006 prohibits any bank in the United States jurisdiction (including Puerto Rico and USVI) from processing restricted transactions through your Account. The law prohibits any person engaged in business of betting or wagering (as defined in the Act) from knowingly accepting payments in connection with the participation of another person in unlawful Internet Gambling. Unlawful Internet Gambling means to “*place, receive or otherwise knowingly transmit a bet or wager by any means which involves the use, at least in part, of the Internet where such bet or wager is unlawful under applicable Federal or State law in the State or Tribal lands in which the bet or wager is initiated, received or otherwise made*”. As a customer of our Bank, you cannot use your Account, or any Service or product you have with us to process the aforementioned prohibited transactions.

Inactive Accounts

If your Account becomes inactive, we require that you visit your Domicile branch and present acceptable proof of your identity and address to reactivate the Account. Inactive

Accounts cannot be accessed through Automated Banking Services or through any other Scotiabank branch.

If your Account remains inactive, we will follow the applicable laws of the jurisdiction in which your Account is domiciled, which may include transferring money to your government authorities, after a specified period of time and following certain legal procedures.

ScotiaCard Agreement, Scotia OnLine and Scotia Móvil (Mobile Banking) Terms of Access (as available in your jurisdiction)

ScotiaCard Terms

This *ScotiaCard* Agreement sets out the terms under which you may use your *ScotiaCard* banking card. It replaces all previous *ScotiaCard* Cardholder Agreements and applies if we send or provide you a renewal or replacement *ScotiaCard* banking card.

Using Your ScotiaCard

We will issue a *ScotiaCard* to you in your name. When you sign the reverse of the *ScotiaCard* or if you activate or use the *ScotiaCard* or use your *ScotiaCard* number, that means you have received and you agree to the terms and conditions described in this Agreement.

The Bank reserves the right to allow withdrawals from automatic teller machines when they are not in direct communication with the central computers.

In the case of Joint and Several Accounts (“and/or”), you may request issuance of additional *ScotiaCard* cards in the name of other Account holders. You authorize the Bank to acknowledge said *ScotiaCard* cards and their related Electronic Access Codes as valid. You are responsible for any debit from the Account by you with the *ScotiaCard* and the Electronic Access Code. You release the Bank from any responsibility arising from any loss suffered for using said *ScotiaCard* cards and Electronic Access Codes.

You are responsible for the care and safety of your *ScotiaCard* Banking Card and your Electronic Access Code. You will keep your Electronic Access Code strictly confidential, secure from all persons without exception and apart from the *ScotiaCard* Banking Card at all times.

You must not disclose any other security codes, such as passwords, PINs, access codes and account numbers that may be used or required for Automated Banking Services, any branch service or any other Service transactions. You are liable for all *ScotiaCard* Banking Card transactions incurred using your Electronic Access Code.

The use of the *ScotiaCard* is strictly personal and non-transferable. You will be fully responsible for any transaction made by a person to whom you have voluntarily given the *ScotiaCard*.

The *ScotiaCard* remains property of the Bank, and you agree to return it immediately upon request from the Bank. The Bank may cancel the *ScotiaCard* at any time without prior notice to you.

Once your *ScotiaCard* is activated, you may access the following Services (where offered) with your *ScotiaCard* and the Electronic Access Code specific to that Service:

I. Automated Banking Services

You can access your designated Accounts through the following delivery channels (where available):

- Designated automated teller machines (ATMs);
- Debit point of sale (POS) devices that display the symbols of any system we may designate from time to time for purchase transactions paid for using your *ScotiaCard*;
- *TeleScotia* Telephone Banking (automated or agent-assisted);
- *Scotia OnLine* Internet Banking; and
- *Scotia Móvil* or Mobile Banking.

You authorize Scotiabank to accept instructions given through any of these methods, as if you had given the instructions in writing.

II. Services Available through ATMs

- Access up to 10 Deposit Accounts;
- Withdrawals;
- Deposits;
- Verification of Balances;
- Payment of loans and other authorized payments; and
- Transfers between Scotiabank accounts, including credit cards and line of credit, if applicable.

III. Any branch banking service

You can access your Accounts by presenting your *ScotiaCard*, together with your Personal Identification Number (“PIN”), your personalized Scotiabank check, or such other identification, as we reasonably require, at local Scotiabank branches in the jurisdiction where your Account is Domiciled.

Inactive Accounts cannot be accessed through any Automated Banking Services or through the any branch service.

IV. Services Available through Scotia OnLine and Scotia Móvil

Accounts to be accessed through *Scotia OnLine* and *Scotia Móvil* will include all accounts listed on your Scotiabank customer profile. In order to link different Accounts, you must be a signatory on each Account.

Services available include:

- Access to unlimited number of Accounts (deposit, credit, and loan);
- Verification of balances and account history; and
- Transfer between Scotiabank Accounts, including credit cards and line of credit, if applicable.

V. Services Available through TeleScotia (where available)

- Access up to ten (10) Deposit Accounts;
- Verification of balances;
- Bill payment; and
- Transfer between Scotiabank accounts, including credit cards and line(s) of credit, if applicable.

VI. POS, phone, Internet, mail order purchases

Where available, you may use your *ScotiaCard* or your *ScotiaCard* number to pay for goods and services. When you pay for goods or services using your *ScotiaCard* number without presenting your *ScotiaCard*, you will have the same responsibilities as if you had presented your *ScotiaCard* to a merchant and signed a sales draft or receipt or entered your Electronic Access Code.

The Bank reserves the right to choose the services/products that can be accessed with the *ScotiaCard*.

The services referred to in clauses (I) to (VI) above are collectively referred to in this *ScotiaCard* Agreement, *Scotia OnLine* and *Scotia Móvil* (Mobile Banking) Terms of Access (as available in your jurisdiction) as the "Service(s)".

Transaction charges and fees

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

- i. A transaction charge or service fee, at the prevailing rate (as determined by us from time to time), for each transaction for which your *ScotiaCard* or *ScotiaCard* number has been used to obtain a Service. These fees and charges are described in our Statement of Fees and Charges and in our Schedule of Rates and Fees.
- ii. The transaction charges or service fees imposed by other financial institutions (inside or outside the country in which the *ScotiaCard* is issued) for transactions conducted through their ATMs or POS Devices in which the *ScotiaCard* and Electronic Access Code have been used. You should contact the other financial institutions for the transaction fees they charge for using their ATMs or POS terminals. You acknowledge that the transaction charges and service fees

charged for each transaction performed are in addition to any account level service charges which apply to your Accounts.

- iii. Any tax payable by the Bank or by you with respect to any transaction made using your *ScotiaCard*.

You acknowledge that *Scotia OnLine*, Scotiabank Internet Banking access is free of charge; however, all other applicable charges, such as long distance telephone charges, Internet access charges, and the like, incurred in connecting to *Scotia OnLine* are your responsibility.

Our fees and charges may change from time to time and we may add new fees and charges. When any such change occurs we will notify you of such changes as required by law.

Transaction limits

We may establish and change limits, dollar or otherwise, from time to time, that apply to your use of the *ScotiaCard* on the various transactions which may be available through the Services, without prior notice to you. Notice of such limits is provided in the Statement of Fees and Charges (or Schedule of Rates and Fees, as applicable) provided to you when you open your Account, and updated copies are available to you upon request.

Transaction records/Confirmation numbers

At the completion of each Automated Banking Services transaction, you will be given a printed transaction record or reference number, unless otherwise requested. If your *ScotiaCard* and Electronic Access Code are used for a POS transaction, we may arrange for a third party, such as a merchant, to give you the transaction record.

You agree that checks or any other form of debit voucher delivered to any Scotiabank branch offering Automated Banking Services other than at your Domicile branch will not be returned to you, but a description of the transaction will be reflected in your monthly account statement.

Our records as to whether an Automatic Banking Service or an any branch service transaction has been performed and our determination of the details of that transaction will be considered correct and binding to you, unless you provide us with evidence on the contrary. Please refer to the section Errors Resolution Notice in this Agreement for full details on the applicable procedures.

Posting of transactions

Any Automated Banking Service transaction (excluding automated bill payments) conducted before 7:00 pm (in the jurisdiction where your Account is domiciled); Monday through Friday will normally be posted to your applicable Account as of the date of the transaction, unless that day is a holiday. Transactions conducted on Saturdays, Sundays or holidays will normally be posted to your applicable Account as of the next Business

Day. Transactions conducted outside the jurisdiction may be posted to your Account at a later date.

Any automated bill payment request made on or before 7:00 pm, Monday through Friday, will be posted to your designated account on the day of the transaction. An automated bill payment made after 7:00 pm, 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 your Account. We are not responsible for any of 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 ATMs, branches, through *Scotia OnLine*, *Scotia Móvil*, or *TeleScotia*, 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.

Transactions for Accounts with insufficient cleared funds at the time of posting will be declined.

For post-dated bill payments and fund transfers the debit to your Account is processed by 7:00 pm on the date that you instructed us to make the payment, unless that day is a Saturday, Sunday or holiday in which case the transaction will be processed the next Business Day.

Stop payment requests

Please refer to section “how we will accept instructions from you”.

Error resolution notice

In case of errors or questions about your electronic transfers, telephone us at (1-877-766-4999), or write to us at P.O. Box 362230, San Juan, Puerto Rico 00936-2230, or for USVI call 340-774-0037 or write us at P.O. Box 420, St. Thomas, VI 00804, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) calendar days after we sent the FIRST statement on which the problem or error appeared.

- 1) Tell us your name and Account number (if any).
- 2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- 3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) Business Days. We will determine whether an error occurred within ten (10) Business Days after we hear from you and will correct any error promptly.

If we need more time, however, we may take up to forty-five (45) calendar days from the date of your notice to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) Business Days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not credit your Account.

For errors involving new accounts, point of sale, or foreign-initiated transactions, we may take up to ninety (90) calendar days to investigate your complaint or question. For new accounts, we may take up to twenty (20) Business Days to credit your Account for the amount you think is in error.

We will send you written notice of the results within three (3) Business Days after completing our investigation. If we decide that there was no error, you may ask for copies of the documents that we used in our investigation.

Lost, stolen, authorized or unauthorized use of the *ScotiaCard*

You will notify us immediately, by telephone and subsequently in writing, of the loss, theft or any unauthorized use of your *ScotiaCard* or Electronic Access Code. Your liability will cease only when we receive notice of such loss, theft or unauthorized use.

If you believe your *ScotiaCard* and Electronic Access Code have been lost or stolen, or if you believe that an Electronic Fund Transfer has been made without your permission using information from your check, and you notify us within two (2) Business Days after you learn of the loss or theft of your *ScotiaCard* or Electronic Access Code your liability will not exceed \$50. If you do not notify within two (2) Business Days of the loss or theft, you could be responsible for as much as \$500 of money wrongfully taken from your Account by use of the *ScotiaCard*, if we can prove we could have stopped the taking of money if you had notified us within the two (2) Business Day period.

If your statement shows transfers you did not make, including those made by *ScotiaCard*, Electronic Access Code or other means, you will notify us within sixty (60) calendar days after we mailed the first statement, on which the error occurred. If you do not notify us within sixty (60) calendar days, you may be responsible for money taken from your Account after that sixty (60) calendar day period if we can prove that we could have stopped the taking of the money if you had notified us within the sixty (60) calendar day period.

You are responsible for the care and safety of your *ScotiaCard* and your Electronic Access Code. You will keep your Electronic Access Code strictly confidential; secure from all persons without exception and apart from the *ScotiaCard* at all times.

You must not disclose any other security codes, such as passwords, access codes and account numbers that may be used or required for Automated Banking Services, the any branch service or any other Service transactions. You are liable for all *ScotiaCard* transactions incurred using your Electronic Access Code.

If you require a replacement card in these situations, or if your *ScotiaCard* is retained by an ATM, immediately visit or call your nearest Scotiabank branch.

Limitation for Authorized and Unauthorized Use of the *ScotiaCard*

You are liable for all debts, withdrawals and Account activity resulting from:

- use of the *ScotiaCard* by you or by persons to whom you have made your *ScotiaCard* and/or Electronic Access Code available or who received possession of the *ScotiaCard* and/or Electronic Access Code with your consent;
- unauthorized use of the *ScotiaCard* and/or Electronic Access Code, where you have made available for use your *ScotiaCard* and Electronic Access Code by keeping them together or in such a manner as to make them available for use, including, without limitation, using the “Save My Card” feature on a public access computer, until we have received notice of loss, theft or unauthorized use; or
- any failure to comply with the terms of this Agreement.

You will not be liable for losses in the following circumstances:

- technical problems and other system malfunctions;
- unauthorized use of your *ScotiaCard* and Electronic Access Code, including but not limited to your PIN, PAC, password or access code after the *ScotiaCard* has been reported to us as lost or stolen;
- your *ScotiaCard* is cancelled or expired; or
- you have reported another person knows your Electronic Access Code, including but not limited to your PIN, PAC, password or access code.

You will be considered as contributing to the unauthorized use of your *ScotiaCard* and/or Electronic Access Code and may be fully liable for all debts, withdrawals and Account activity where:

- the Electronic Access Code you have selected is the same as or similar to an obvious number combination such as your date of birth, bank account numbers or telephone numbers;
- you write your Electronic Access Code down or keep a poorly disguised written record of your Electronic Access Code, such that it is available for use with your *ScotiaCard*; or
- you otherwise reveal your Electronic Access Code to anyone, resulting in the subsequent unauthorized use of your *ScotiaCard* and Electronic Access Code together.

Until such time as you notify us of the loss, theft, or unauthorized use of your *ScotiaCard* and Electronic Access Code, you may be liable for all withdrawals from or other transactions on your Accounts up to the maximum daily and weekly permitted withdrawal

limits through ATMs which we establish from time to time. You will also be liable for all purchases/withdrawals up to the maximum daily and weekly limit for POS transactions which we establish from time to time and for all transfers and payments completed via *Scotia OnLine* and *TeleScotia*, if these apply. The limit for POS transactions is over and above the maximum daily and weekly ATM withdrawal limit.

Processing foreign currency transactions

Cash withdrawals from your Account through any branch service or at Scotiabank ATMs obtained in a foreign currency using your *ScotiaCard* and Electronic Access Code will be deducted from your designated Accounts in the currency of the Account. Conversion will be made at the exchange rate determined by Scotiabank on the day the transaction is charged to your Account.

If you use your *ScotiaCard* and Electronic Access Code for cash withdrawals or to purchase goods or services outside the jurisdiction in which the *ScotiaCard* was issued, the Bank has the right to impose fees for foreign currency conversion. This rate may be different than the rate in effect on the date your withdrawal or POS transaction occurred. Also, the Bank has the right to impose other service fees as applicable. We will deduct the total amount from your designated account in the currency of the Account.

If you use your *ScotiaCard* for a transaction in a foreign currency, and the merchant or retailer gives you a credit voucher, the two transactions (the debit and credit) may not balance exactly because of exchange rate and currency fluctuations between the debit and credit dates.

Changing limits and designated Accounts

We may establish and change limits (dollar or otherwise) from time to time, on the types of transactions which may be available, or companies which may be paid in connection with any of the Services provided for in this Agreement. We may designate one or more of your Accounts for our Fast Cash or other services available through ATMs or POS devices. Any designation may be cancelled or changed by you in writing at any time.

Cancelling banking Services

We may at any time, without notice, withdraw any ATMs or POS terminals from use, or cancel or vary the whole or any part of the Services we offer you in connection with or through the use of the *ScotiaCard*. No Automated Banking Services transactions, including, without limitation, deposits, bill payments, funds transfer, loan payments, enquiries, mini statements and/or cash advance requests will be processed after cancellation of the Automated Banking Services.

Settling disputes

If your *ScotiaCard* and Electronic Access Code or handwritten signature is used for a service transaction, the Bank is in no way responsible for the quality or non-receipt of the goods or services. All claims or disputes between you and the merchant, including your rights to compensation or any offsetting rights shall be settled directly by the merchant and yourself. We are not liable if a merchant does not accept the *ScotiaCard* at any time.

Where a merchant becomes liable to make any refund to you, we will credit your designated Account with the refunded amount only on receipt by us of a properly issued credit voucher or other appropriate verification or authorization of the refund.

All disputes between you and a designated Bill Payment Company, including your rights to compensation or any offsetting rights (set-off), shall be settled directly by and between the Bill Payment Company and yourself. We do not verify, nor are we required to verify, that any purpose for which the payment is made has been fulfilled by the company as a condition of honoring your payment request on your Account. Any dispute you have regarding the Services provided under this Agreement will normally be resolved within fifteen (15) Business Days after you notify us in writing of the dispute. If a dispute cannot be resolved within this time, we will provide you with information concerning our dispute resolution process and how long each step will normally take.

Contact in the Event of Unauthorized Transfer

If your *ScotiaCard* is lost or stolen, or retained by an ATM, or if you suspect unauthorized use, or believe a transfer has been made using the information from your check without your permission, immediately visit or call your nearest Scotiabank branch to report the loss and request a replacement *ScotiaCard*.

You can use your *ScotiaCard* to access Services at any of the networks displayed on the back of your *ScotiaCard*.

Certificate of Deposit Agreement

Your contract with us

This Certificate of Deposit Agreement, as amended from time to time, sets out the terms applicable to our Certificates of Deposit (to the extent there is no conflict with any of the terms set out in the Term Deposit Confirmation Form) that you have with us and it replaces all prior agreements, either written or oral, between you and us regarding Certificates of Deposit.

If there is a conflict between the terms set out in the Certificate of Deposit Confirmation and any term in this booklet or Certificate of Deposit Agreement the terms of the Certificate of Deposit Confirmation shall prevail to the extent necessary to resolve the conflict. When you signed the Certificate of Deposit Confirmation, you acknowledged having received, read and agreed to the terms and conditions in this Certificate of Deposit Agreement and in the Certificate of Deposit Confirmation which govern your Certificate of Deposit and the applicable Rates and Fees Schedule. In addition, you are responsible for:

- any instruction given regarding the Certificate of Deposit(s),
- any request made for service relating to the Certificate of Deposit(s), and
- all your liabilities and obligations to us.

Access to your Certificate of Deposit

Access to your Certificate of Deposit may be subject to daily limits or other limits set by us. We will tell you the limits from time to time.

We can require you to go to the branch where you maintain your Certificate of Deposit to do any transaction relating to your Certificate of Deposit.

You acknowledge that nothing in this Certificate of Deposit Agreement, in the Certificate of Deposit Confirmation or in any Account Disclosures or in any other agreement between you and us, will prevent us from:

- restricting access to your Certificate of Deposit, refusing to release funds in your Certificate of Deposit if we are required to do so or if, in our opinion, there is unusual, improper or suspicious activity in your Certificate of Deposit; or
- closing your Certificate of Deposit for any reason, in our sole and complete discretion.

Your obligations: Certificate of Deposit

You agree to:

- give us specific authorization or additional information if reasonably required by us, and
- ensure that all your instructions to us meet our requirements as to form, signatures, verification and authorization.

Certificate of Deposit Purchase

You are responsible for settling payment of your instructions. Unless you have made specific arrangements with us, you will ensure that you have sufficient cleared funds to settle any instruction given to us before the instruction is given. We may, but are not required to, settle an instruction if sufficient cleared funds are not available in your Account. The reported balances for your Account may include amounts which are not cleared funds.

In deciding whether you have sufficient funds available in your Account for us to settle any instruction given to us, we may take into consideration any earlier instructions you have given us.

We may not necessarily take into consideration any regular credits or deposits made into your Account or any credits or deposits that are received after we have decided to refuse to act upon your instructions.

You acknowledge that we must clear instructions using a clearing system and are bound by the rules of any clearing system we use, including local and international clearing arrangements, rules for endorsement of instructions, identity of payee and the time for final agreement. These rules affect our ability to honor your request to cancel instructions and the procedures we must follow to settle your instructions and clear funds for you.

We reserve the right to clear and transfer instructions by whatever method we choose, whether they are drawn on your Account or negotiated by you. You grant us sufficient time to settle all instructions. You also acknowledge that we may delay crediting your Account with the funds or delay opening your Certificate of Deposit until we receive the cleared funds for the instruction.

In the event an Instrument is used to purchase the Certificate of Deposit and that Instrument is subsequently returned to us unpaid for any reason whatsoever (e.g. insufficient funds, account closed, funds not cleared, irregular signature, etc.) the Certificate of Deposit will be considered non-existent and this Certificate of Deposit Agreement will automatically be cancelled without any prior notice to you. In such circumstance, we will not be responsible to pay you any interest that may have accrued from the date the Certificate of Deposit was issued until the date the Instrument was returned to us unpaid and you agree that any charge(s) levied against us by the institution as it relates to the returned Instrument must be reimbursed by you.

You also agree that we can deduct from any Certificate of Deposit you maintain with us:

- any fees (including monthly fees), service charges and any additional service charges associated with the Certificate of Deposit or Service,
- any debt, liability, obligation or any amount including fees, charges, costs and expenses (as stipulated by the laws of the jurisdiction in which your Account is Domiciled) that you or any of you (in the case of a joint Account or joint Certificate of Deposit) owed to us or owed to any of our subsidiaries without prior notice to any of you. If the debt, liability or obligation is in a currency other than the currency of the Account or Certificate of Deposit, we can use all or part of such credit balance to buy any currencies that may be necessary to pay the debt, liability or obligation,
- the amount you ask us to pay in any instruction,
- the amount of any instruction we have paid to you or credited to your Account or Certificate of Deposit and for which we do not receive settlement for any reason whatsoever (including, without limitation, fraud, forged endorsement, insufficient funds, account closed, funds not cleared, irregular signature) together with all related costs,
- the amount of any counterfeit or otherwise invalid currency deposited or transferred to your Account or used to purchase a Certificate of Deposit, and
- any government stamp duties, governmental fee or charge, value-added taxes or similar type of tax that is payable by us or by you to the local government and that may apply: (i) to this Certificate of Deposit Agreement, or any other agreement you have entered into with us,

Interest

Interest accrues daily on your Certificate of Deposit from the issue date up to the day before the Certificate of Deposit matures. You do not earn any interest for the day the Certificate of Deposit matures (i.e. the maturity date). Also, interest will be paid or compounded (where applicable) for the leap day in the case of a leap year.

For Certificates of Deposit that pay interest during their term (i.e. monthly, quarterly, semi-annually or annually) the last interest payment is paid at the maturity date.

If the issue date of your Certificate of Deposit does not fall on a Business Day you agree that the effective issue day will be on the following Business Day.

If the maturity date does not fall on a Business Day then the term of the Certificate of Deposit will be extended to the next Business Day and interest will be paid up to the day before the new Certificate of Deposit maturity date.

Compounding of interest (applies to Certificates of Deposit where interest is reinvested only) adds the interest earned, after the first compounding period, to the principal amount of the Certificate of Deposit. For subsequent compounding periods, the interest earned at the end of each compounding period is added to the book value of the Certificate of Deposit (book value equals the principal amount plus compounded interest). This means that interest is earned on the interest. The value of a compounded Certificate of Deposit is paid to you on the maturity date. Depending on the jurisdiction in which your Certificate of Deposit is Domiciled and whether the interest earned is to be reinvested (as indicated in your Certificate of Deposit Confirmation form), the compounding period can be either monthly, quarterly, semi-annually or annually (where applicable).

No compounding of interest will apply if you chose to have the interest earned on your Certificate of Deposit paid into your Account monthly, at the sub-term or annually.

Interest is calculated by taking the amount of the principal multiplied by the interest rate and then divided by 365, to obtain the daily interest. Said daily interest is then multiplied by the corresponding number of days. The principal value is the issue amount plus any interest that has been compounded on prior anniversaries. Interest is accrued daily on your Certificate of Deposit from the issue date up to, but not including, the maturity date. During a leap year, interest is earned on the leap day.

Payments

All payments including interest payments and payment of maturing Certificates of Deposit will be made either by:

- credit to your Scotiabank Deposit Account. Note: the Scotiabank Deposit Account must be located in the same jurisdiction where you purchased or maintain the Certificate of Deposit(s),
- manager's check or Bank draft sent by regular mail to the address we have on record or to any other address specified by you in writing.

Note: If you select your interest or maturity payment to be paid to your Scotiabank Deposit Account, the payment will be credited to your Deposit Account on the interest payment date or the maturity date. If you request that the interest or maturity payment be paid by Bank draft or manager's check, you acknowledge and agree that such payment methods are subject to the Bank's regular fees and charges in effect at the time we make the payment.

If you select your interest or maturity payment to be paid to you by manager's check or Bank draft, the manager's check or Bank draft will be dated and issued for the day of the actual payment due date.

Automatic renewals

Maturing Certificates of Deposit will be automatically renewed in accordance with the written renewal instructions that you have given us prior to maturity. If you have not given us any instructions, your funds will automatically be reinvested in the same option and term as your current term at our then current interest rate(s), unless you are advised otherwise by the Bank in writing, at least 30 calendar days in advance of the Certificate of Deposit maturity date (e.g. should a Certificate of Deposit product no longer be available).

You can give us renewal instructions or "pre-booking" instructions 30 days prior to maturity, up to and including the maturity day of the Certificate of Deposit only if your maturity instruction is to renew principal or to renew principal & interest. If the maturity instruction we have on file is to credit the funds to your Scotiabank Deposit Account or to issue you a check, you will not be able to perform pre-booking on the day of maturity.

Note: The interest rate at the time the "pre-booking" instruction is taken will apply to the new Certificate of Deposit even if the interest rate is higher at the time your Certificate of Deposit matures.

Early Redemption

Cashable Certificates of Deposit and Rate Booster Certificates of Deposit only can be redeemed before maturity and at each sub-term respectively in accordance with the terms and conditions set out in the Certificate of Deposit Confirmation form.

Cashable Certificates of Deposit cannot be redeemed (either fully or partially) before thirty one (31) days of the issue date. Cashable Certificates of Deposit can be redeemed in full only after thirty one (31) days of the issue date. After thirty one (31) days, and if less than a full term, interest will be calculated based on the number of days held in accordance with the early redemption rate(s) set out in the Certificate of Deposit Confirmation.

Rate Booster Certificates of Deposit cannot be redeemed outside of the applicable sub-term. Your principal plus earned interest is accessible at the end of each sub-term only. You can redeem all of your Rate Booster Certificate of Deposit at the interest rate for the applicable sub-term as indicated in your Certificate of Deposit Confirmation form without a penalty or fee.

You are required to redeem and withdraw the entire amount of the Certificate of Deposit if you decide to redeem the Cashable Certificate of Deposit before maturity or if you redeem the Rate Booster Certificate of Deposit at a sub-term. You cannot redeem a partial amount. In other words, partial withdrawals are not permitted for any of the Certificate of Deposit products including the Cashable and Rate Booster Certificate of Deposit products.

Fixed Certificates of Deposit are not redeemable (either fully or partially) prior to maturity.

If the Owner dies, or when a certified emergency, as stipulated by the laws of the jurisdiction in which your account is domiciled occurs, we will not impose any penalty whatsoever for the premature withdrawal of funds if it is required by law.

You must provide evidence to certify any of the emergencies mentioned above.

Please refer to your Account Disclosures to obtain more information about the Cashable and Rate Booster Certificate of Deposit products and their early redemption features.

Deposit insurance

Depending on the jurisdiction in which your Certificate of Deposit account is domiciled, your Certificate of Deposit account may be insured by a deposit insurance scheme. As coverage may not be available in every country and the amount and term may vary by country, please speak with your Scotiabank representative for details.

Where Certificates of Deposit are payable

Certificates of Deposit are payable only at the branch where you maintain the Certificate of Deposit. You are not entitled to ask for payment from the Bank's Head Office or Executive Office, parent company or from any branch, Scotiabank subsidiary or affiliate of the Bank nor can the Certificate of Deposit be paid at any other branch other than the branch where you maintain it.

Foreign currency Certificates of Deposit

If you purchase a Certificate of Deposit with an Instrument drawn in a foreign currency and the Instrument is returned to us, you will be responsible to repay to us the local currency equivalent of that Instrument at the time that it is returned to us.

We are not responsible for any increase or reduction in the value of the Instrument or your foreign currency Certificate of Deposit due to changes in foreign currency exchange rates or for the unavailability of funds due to foreign currency restrictions.

If your Certificate of Deposit with us is in a foreign currency, we can use any third party to act as your agent for any instructions, funds transfer or other transactions for your Certificate of Deposit. We are not liable for any act, failure to act or omission of any third party or for any loss, destruction or delay beyond our reasonable control.

We may, in our discretion, allow instructions to be given on your Certificate of Deposit in a currency other than the currency of the Certificate of Deposit. If we do, and if an instruction on the Certificate of Deposit requires settlement in a currency other than the currency of the Certificate of Deposit (for example, the currency of the deposit Account where the funds are to be deposited to or debited from is different than the currency of the Certificate of Deposit), we sell to you or purchase from you (as the case may be) the amount of the other currency required to settle your instruction(s). The sale or purchase of the foreign currency will be at our prevailing customer selling or buying rate in effect

at the time of settling the transaction. Foreign exchange costs will be added to the sale amount payable by you or deducted from the purchase amount otherwise payable to you. We will charge or credit you or your Account with the amount of the sale or with the amount of the purchase (as the case may be).

We will not assume any risks associated with foreign currency exchange gains or losses from cross-currency conversions resulting from foreign currency transactions. Any gains made and any losses incurred by you in connection with foreign currency transactions because of currency rate fluctuations between the date of an instruction and the date of settlement are for your Account and shall be payable to you or by you (as the case may be).

Combining Accounts

We may at any time, without prior notice to you, apply any credit balance you have in any Certificate of Deposit or any other obligation of any kind that we or any of our subsidiaries or affiliates may have to you (whether or not presently due), against any obligation of any kind that you may have to us or to any of our subsidiaries or affiliates (whether or not presently due) as stipulated by the laws of the jurisdiction in which your account is Domiciled. This right is in addition to any other rights that we may have with respect to set-off or combining accounts.

Scotiabank Privacy Agreement

How we protect your Privacy

Your privacy is important to Scotiabank. This Privacy Agreement (“Privacy Agreement”), as amended from time to time, sets out the information practices for Scotiabank in your jurisdiction, including what type of information is collected, how the information is used, and with whom the information is shared.

This Privacy Agreement applies to each individual, or business (where personal information is collected for the purpose of offering products or providing services) that has applied for, signed an application, enrolled in, or uses any personal or business banking, insurance, brokerage or financial product or service offered by us (the “service(s)”) including any co-applicant(s), guarantor(s) and personal representatives.

This Privacy Agreement replaces all previous agreements, either written or oral, between you and us regarding the collection, use and disclosure of your personal and financial information.

In this Privacy Agreement:

“we”, “our”, “us”, “Scotiabank”, and the “Bank” mean, as applicable, The Bank of Nova Scotia, including but not limited to and its branches, agencies, subsidiaries, joint ventures and affiliates operating enterprise-wide.

“you” and “your” mean an individual, or business (where personal information is collected for the purpose of offering products or providing services) that has applied for, signed an application, has enrolled in or uses any service and includes any co-applicants, guarantors and personal representatives.

Collection, use and disclosure of your information

Scotiabank is a global organization with legal entities, business processes, management structures and technical systems that cross borders. Our privacy practices are designed to provide protection to your personal and financial information within Scotiabank in every jurisdiction in which we operate.

What We Collect from You

When you apply for, or provide a guarantee in respect of, or enroll in a survey, promotion or contest with Scotiabank, or use any service and while you are our customer, you acknowledge and consent that we may collect certain personal and financial information from you and about you, including but not limited to:

- Your full name, address, Social Security Number, date of birth and occupation or type of business (if applicable), which is required by law in many of the jurisdictions that Scotiabank does business;
- At least one piece of government issued identification with a picture, such as a valid passport, national identification card, voter’s card or driver’s license, as well as other documents or means of confirming your identity that are acceptable to us. We may also ask for documents such as a recent utility bill to verify your name and address;
- Your education, annual income, assets and liabilities and credit history;
- Information about your transactions, including payment history, account activity, how you intend to use the Account, Certificate of Deposit, term deposit, products or services, and the source of any incoming funds, wealth or assets;
- Information we may need in order to provide you with a service. In some instances, providing this information is optional; and
- Information about beneficial owners, intermediaries and other third parties such as your spouse, where this information is required by law.

For legal entities such as corporations, partnerships, trusts, estates, joint ventures, or investment clubs, we may collect the information referred to above for each authorized person, including, without limitation: officers, partners, trustees, executors and club member, as appropriate.

In addition, when you apply for, enroll in or use a service, or participate in any contest, survey or event via a digital channel (such as *Scotia OnLine* or *Scotia Móvil* mobile banking), we may collect information about your computer or device, operating system, internet connection or telephone account, settings, IP address and device locational data, browser information, and transaction data, as well as personal information as described above. We may collect, use, disclose and retain this information for the purposes

described below, as well as to determine which settings are appropriate for your computer system, to provide or enhance digital functionality and banking options, and for security purposes, internal analysis and reporting. You may withhold consent to the collection, use and disclosure of this information, although in some cases this may prevent you from using the digital channel to apply for or use a service or to communicate with us, or may reduce the functionality of that channel.

Scotiabank or its service providers may also use various web tools including Cookies (please see our Cookies Policy), Web Beacons and Tagging on our websites and advertisements to evaluate and improve our websites and other electronic offerings, tailor our services, enhance our customer experience and communicate with you regarding products and services that may be of interest.

- Tagging is a customized code on our websites that provide the ability to monitor user activity on Scotiabank websites. This software can be used to capture user activity to be used by us or a third party for analysis so that we can understand and enhance our user experience and provide further security controls.
- Web Beacons are small images embedded in our websites that, when combined with Cookies, help provide us with information about the use and effectiveness of our website.

Use and Disclosure of Your Information

You hereby acknowledge and consent that we may collect, use and disclose personal information and financial information from you, use said information, and disclose it to, any person or organization for the following purposes:

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

When we collect your health information for the purpose of providing an insurance service, we will use that information strictly for that purpose. (See below for more information).

The information that we collect is used strictly for banking purposes. Our employees' access to your records is restricted and limited to a need-to-know basis, and allowed only for business reasons. We permit only authorized employees, trained in the proper handling of customer information, to have access to your records.

We have adopted and implemented physical, electronic and procedural safeguards and security practices to ensure that your information remains confidential, safe and secure as required by law, and internal procedures and practices. Scotiabank may use video surveillance in and around our branches, bank machines and other locations for the purpose of safeguarding our clients and employees and protecting against theft, fraud and vandalism. Any video images recorded are destroyed when they are no longer required for business or other purposes, and any personal information is safeguarded in accordance with this Privacy Agreement.

Third Parties

We do not provide directly all the services related to your relationship with us. There are often times when we may be required to use third party service providers to process or treat personal and financial information on our behalf, and to assist us with various services including but not limited to: printing, mail distribution, data processing, marketing, providing customer support, or performing statistical analysis of our services.

You hereby acknowledge and consent that we can release personal and financial information about you to third parties for the purposes described above.

When personal information is provided to our service providers, we will require them to protect the information in a manner that is consistent with Scotiabank privacy policies and practices.

International Transfer/Outsourcing of Personal Information

Our service providers may be located in different jurisdictions. As a result, your personal and financial information may be accessible to regulatory authorities in accordance with the laws of the countries where our service providers operate.

We may share your personal and financial information within Scotiabank, its branches, subsidiaries and affiliates operating outside of your home jurisdiction for any of the purposes set out above. As a result, your personal and financial information may be accessible to regulatory authorities in accordance with the laws and regulations of the respective jurisdiction(s).

For transfers of data, Scotiabank will take the necessary measures to ensure that third parties protect the personal and financial information they receive from us in a manner

that is consistent with our policies and practices, and ensure that such information will only be used for its identified purposes.

You hereby expressly authorize Scotiabank to transfer personal and financial information for the purposes identified above.

Verifying Your Identity

We may ask you for your social security number, tax or national identification number, or other government-issued personal identification information, where permitted by law, for income tax purposes and to, fulfil other regulatory requirements, as required by law. In addition, we may ask for your social security number, tax or national identification number or other government-issued personal identification information and in order to verify and report credit information to credit bureaus and credit reporting agencies as well as to confirm your identity. You may refuse to consent to its use or disclosure for purposes other than as required by law. However, this may result in a denial of a service or product.

In addition, information may also be shared with foreign taxation authorities such as the U.S. Internal Revenue Service or to any local taxation authority as required under the U.S. Foreign Account Tax Compliance Act (“FATCA”), or similar legislation from other countries or under local law.

Also, we may contact your employer in order to verify the relevant information you provide us. We may contact your references, or other reliable independent sources, and you consent to any person whom we contact in this regard to provide information to us.

If you apply for or enroll in a service and during the time you have the service, we may consult various financial service industry databases, third parties or privacy investigative bodies maintained in relation to the type of service you have applied for, enrolled in, or have. You also authorize us to release information about you to these databases and investigative bodies.

We may refuse to enter into, or continue business relationships, or conduct transactions with you for certain legal reasons including without limitation: failure to ascertain your identity, if you insist on anonymity or provide false, inconsistent or conflicting information where the inconsistency or conflict cannot be resolved to our satisfaction after reasonable inquiry.

Monitoring

You acknowledge and consent that we may monitor your Account(s), Certificate(s) of Deposit, term deposit(s) and any other Account(s) you have with us to meet our legal and regulatory obligations, including using automated surveillance systems to prevent or detect fraud or criminal activity such as money laundering or terrorist financing.

You acknowledge and consent that we may share your information within Scotiabank its branches, subsidiaries, joint ventures and affiliates for the aforementioned purposes, and other account activity, which includes: investigating unusual or suspicious activity and, if necessary, reporting such activity to law enforcement agencies.

In order to establish a record of the information you provide, to ensure that your instructions are followed properly and to ensure customer service levels are maintained, you acknowledge and consent that an original of our permanent business record(s) (in any form, including microfilm, photocopy, CD-ROM or image) or any communication may be substituted for a copy of such document. You acknowledge and consent that such records, or any recorded verbal communication, may be used, to the extent permitted by law, as conclusive evidence of the content of that communication in any legal or other proceedings.

You acknowledge and consent that we may monitor, record, and retain any telephone call or Electronic Communication we have with you. The records of calls and Electronic Communications may be retained for legal purposes, and to establish a record of the information you provide, to ensure that your instructions are followed properly, and to ensure customer service levels are maintained.

Records of calls and Electronic Communications are safeguarded in accordance with this Privacy Agreement, and will be destroyed subject to regulatory retention periods and internal processes. We may inform you before proceeding with this possibility.

Products and Services

If you have a service with us, you acknowledge and consent that we may use, disclose to and collect from credit bureaus, credit reporting agencies or financial service industry databases (where applicable), credit and other information about you in order to offer you pre-approved credit products or margin facilities.

When you apply for, accept, guarantee a loan or credit facility, or otherwise become indebted to us, and from time to time during the course of the loan or credit facility, you acknowledge and consent that we may use, give to, obtain, verify, share and exchange credit and other information (except health information) about you with third parties, including: credit bureaus, mortgage insurers, creditor insurers, registries, our branches, subsidiaries and affiliates, and other persons with whom you may have financial dealings, as well as any other person as may be permitted or required by law. You expressly consent that we may do this throughout the relationship we have with you.

YOU ARE HEREBY NOTIFIED THAT A NEGATIVE CREDIT REPORT, REFLECTING ON YOUR CREDIT RECORD, MAY BE SUBMITTED TO A CREDIT REPORTING AGENCY IF YOU FAIL TO FULFILL THE TERMS OF YOUR CREDIT OBLIGATIONS.

If you have a service with us such as a *ScotiaCard* Banking Card, credit card or line of credit product, you consent that we may give information (except health information) about you to electronic payment service providers, credit or charge card associations, loyalty program partners and their employees and agents for the purposes of processing, authorizing and authenticating your transactions (as the case may be), providing you with customer assistance services, and for other purposes related to your services. We may also give this information in respect of your participation in contests and promotions administered by the electronic payment service providers, credit or charge card

associations and loyalty program partners on our behalf. You expressly consent that we may do this throughout the relationship we have with you.

Where allowed by law, we may share personal and financial information (except health information) about you within Scotiabank so that our companies, subsidiaries, joint ventures and affiliates may contact you directly about their products and services. Scotiabank provides services such as deposits, loans and other personal financial services, credit, charge, debit and payment card services, full-service and discount brokerage services, mortgage loans, trust and custodial services, insurance services, investment management and financial planning services and mutual funds investment services. Your consent will cover any subsidiaries and affiliates that form part of Scotiabank in the future. You also consent that we may provide you with information from third parties we select, to provide you with ongoing service and to meet and to facilitate our business with you, until you withdraw your consent by providing notice to us.

If you have a service with us, we may use, disclose to and collect from credit bureaus or financial service industry databases, credit and other information about you in order to offer you pre-approved credit products or margin facilities.

We may ask you for contact information such as your telephone, mobile, fax number or e-mail address and you consent that we may keep and use this information as well as disclose within Scotiabank so that we may contact you directly through these channels for the purpose of marketing, including telemarketing. Your consent will cover any subsidiaries and affiliates that form part of Scotiabank in the future, until you withdraw your consent by providing notice to us.

If we sell a subsidiary, affiliate, or a portion of the business of Scotiabank, you consent that we may release information we hold about you to the prospective purchaser. We will require any prospective purchaser to protect the information provided, and to use it in a manner that is consistent with Scotiabank's privacy policies and practices.

Retention

You consent that we may keep and use information about you in our records for as long as it is needed for the purposes described in this Privacy Agreement, even if you cease to be a customer, subject to applicable law.

Accuracy

You acknowledge that all the information provided by you will, at any time, be true and complete. If any personal or financial information changes or becomes inaccurate or out of date, it will be your responsibility to advise us so we can update our records.

You acknowledge and agree that the service(s) is/are being used solely for your benefit and for the benefit of those persons who are also signatories to it, as appropriate. If this is not so, you are required to advise us and provide the particulars of any third party that may benefit from this service and their relationship with you.

Health Information (Only applicable in countries where we are legally entitled to offer insurance services to you)

Subject to applicable legal requirements, when you apply for, or sign an application in respect of or accept an insurance service from us, you expressly consent that we may use, give to, obtain, verify, share and exchange information about you with third parties, including without limitation: the references you have provided, from hospitals and health practitioners, from government health insurance plans, from other insurers, from medical information and insurance service bureaus, from law enforcement representatives, from private investigators, and from other groups or companies where collection is necessary to underwrite or otherwise administer the service requested, including the assessment of claims. You also authorize any person whom we contact in this regard to provide such information to us.

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

Refusing or withdrawing consent

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

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

You may not withdraw your consent for the following purposes:

- To meet our legal and regulatory requirements that we believe are applicable to us, including the requirements of any self-regulatory organization to which we belong;
- To respond to a local or foreign court order, search warrant or other lawful demand or request that we believe to be valid, or to comply with the rules of production of a local or foreign court;
- To prevent or detect fraud or criminal activity or to manage and settle any actual or potential loss in connection with fraud or criminal activity.

You cannot refuse our collection, use and disclosure of information required by third party service providers essential for the provision of the services or required by our regulators,

including self-regulatory organizations. Some of our service providers are located outside of Canada and/or the United States. As a result, your personal information may be accessible to regulatory authorities in accordance with the law of these jurisdictions.

You can tell us at any time to stop using information about you to promote our Services or the products and services of third parties we select, or to stop sharing your information with other members of Scotiabank. If you wish to refuse consent or to withdraw consent as outlined in this Agreement, you may do so at any time by contacting the branch or office with which you are dealing.

Changes to this Privacy Agreement

You acknowledge and consent that we can amend, modify, change or replace this Privacy Agreement at any time to take into consideration changes in laws and regulations, or other issues that may arise. We will post the revised Privacy Agreement on our public website and make it available at our branches. We may also notify you of any changes to this Privacy Agreement in accordance with applicable law, which may be in any of the following ways:

- A notice addressed to you at your last address in our records;
- An announcement through the Voice-Response-Unit (VRU);
- A notice on our public website;
- A notice in our branches;
- A notice in your statement;
- A notice prominently displayed at our ATMs or on our ATM screens; or
- Notice in the official gazette (local newspaper).

We consider you to have received the written notice:

- On the same day that it was sent if sent by fax or by Electronic Communication;
- On the day it was hand delivered;
- When it is posted in our branches, posted on our website, displayed at our ATMs or on our ATM screens, or announced on our voice-response-unit; or
- Printed in your statement.

Your continued use of the account, certificate of deposit, term deposit or any other account, product or service, or if you have funds on deposit with us in the business account, in a certificate of deposit or term deposit or any other account following notice of such change, means that you agree to and accept the new terms and conditions of the Privacy Agreement as amended. If you do not agree with any of the changes made, you must immediately stop using the business Account, Certificate of Deposit, term deposit or Account, product and/or services and notify us that you are terminating your respective agreement with us and close the business Account(s), Accounts, products or services, Certificate(s) of Deposit and/or term deposit(s) (where permitted).

If you have a general question about Scotiabank's privacy policies, please contact your home branch or office you have a relationship with or call your local Scotiabank Contact Centre.

Telephone/Fax/E-mail Banking Agreement

This Telephone/Fax/E-mail Banking Agreement, as amended from time to time, applies to instructions you provide to us and agents for whom we normally accept instructions by telephone, facsimile or e-mail and in this Telephone/Fax/E-mail Banking Agreement you authorize us to act on such instructions. You also agree and consent to receiving Electronic Communications regarding your Accounts, including but not limited to account documents, statements and special notices concerning activity in the Account.

This Agreement replaces all prior agreements between you and us regarding instructions you provide to us by telephone, fax or e-mail. However, it does not replace any other agreement you have with us (now or in the future) for any Account, Certificate of Deposit, product or Service, including any consent, authorization or preference you have given or may give to us regarding the collection, use and disclosure of your personal information. All other agreements applicable to an Account, Certificate of Deposit, product or Service continue to apply.

We will only act on instructions for Accounts, Certificates of Deposit, products or Services where you alone can give instructions and only for certain type of instructions, such as:

- Investments in and renewals of Certificates of Deposit and mutual funds;
- Transfers from your Deposit Account to purchase Certificates of Deposit and mutual funds;
- Transfers between investments;
- Changing instructions for the payment of principal, interest or income from existing or maturing Certificates of Deposit or mutual funds;
- Changing personal data in your Accounts, Certificates of Deposit or other investments for changes that do not require proof of change;
- Transfers to or between your Accounts, and Certificates of Deposit but only in the country where you maintain your Accounts, and Certificates of Deposit; and
- Redeeming Certificates of Deposit, mutual funds or other investments and depositing the funds to an Account registered to all owners of the Certificates of Deposit, mutual funds or investments, when previously documented following Bank protocols.

You may also apply for certain personal loan, mortgage products or credit accounts or otherwise give instructions regarding the loan product or credit account.

You acknowledge and agree that any Electronic Communication including fax and e-mail that is not encrypted: (i) is not secure, private and confidential, (ii) may not be reliable and may not be received by the intended recipient promptly or received at all, (iii) may be subject to interception, loss or alteration, and (iv) you assume full responsibility for risks associated with such Electronic Communication and agree that we will not be responsible or liable for any loss or damage arising from any use of any Electronic Communication, including, but not limited to, any loss or damage arising from any unauthorized access to, or interception, loss or alteration of such communication.

Because we are concerned about the security of your Accounts, Certificates of Deposit, Services and your personal information, you agree that we are not obligated or required to act on the instructions if we doubt the identity of the source or authenticity of the person giving the instruction or if the transaction appears suspicious, questionable or unusual for your regular banking habits. We may ask you to give us certain information that will assist us in determining that you are the person giving the instruction.

We may also refuse to act on any instruction if, in our opinion, to do so may be illegal or in breach of any obligation we owe to a third party; or if it would cause us to fail to comply with any code or standard in force from time to time that applies to us.

We may send you a confirmation that the instructions have been received and acted upon. We will also take reasonable steps to inform you when we have determined that we will not be following your instructions.

You release us from any and all liability or claim for failure to act, execute or complete any instruction due to any reason beyond our reasonable control. You also agree that we and any of our subsidiaries and our respective agents will not be liable to you for acting on your instructions or on instructions that appear to be from you, if those actions are in good faith.

You agree to indemnify and save harmless the Bank and any of its subsidiaries and their respective agents from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, judgments, suits, costs, expenses, disbursements of any kind or nature whatsoever that may be imposed upon, incurred by or served against us or them by reason of our or their actions taken in accordance with the instructions.

You agree that you will be bound by this Telephone/Fax/E-mail Banking Agreement and any other agreement you have entered into with us for loan products and credit accounts that you have given instructions for.

You acknowledge and agree that service fees and charges may apply for actions taken by us in response to your instructions. These fees and charges may be deducted from any Account you have with us, unless a specific Account with sufficient available funds is requested by you in your instructions.

We can add, remove or change any of the actions or Electronic Communication methods allowed under this Telephone/Fax/E-mail Banking Agreement from time to time.

This Telephone/Fax-E-mail Banking Agreement will be in effect until you notify us in writing that you want to cancel it.

Other Terms and Conditions which Apply to the Agreement

Liability

We agree to make reasonable efforts to ensure full performance of the Services. We will be responsible for acting only on those instructions from you which are actually received. We do not assume responsibility for malfunctions in communications facilities not under our control that may affect the accuracy or timeliness of messages you send, including losses or delays in transmission of instructions arising out of the use of any access service provider or caused by any browser software.

Any information you receive from the Bank is believed to be reliable. However, it can only be provided on a best effort basis for your convenience and is not guaranteed. The Bank is not liable for any deficiencies in the accuracy, completeness, availability or timeliness of any information or for any investment or other decision made using this information.

The Bank is not responsible for system disruptions including disruptions caused by any computer virus or related problems.

Under no circumstances will we be liable to you for any loss, damage or other amount resulting from:

- any loss, destruction or delayed delivery of any Instrument or instruction, security, certificate or document of any kind while in transit or while in the possession or control of a person, entity, correspondent or third party other than the Bank,
- any Instrument or instruction that is forged (in whole or in part), has a material alteration or is otherwise fraudulent or unauthorized,
- any delay to complete or our failure to perform or fulfill any instruction or obligation as a result of our use of any funds transfer method or system or for any reason due to any cause beyond our reasonable control,
- any accident, act of aggression, theft, loss or damage you may suffer while using any Automated Banking Services or other Service whether you are on our or other premises, or
- you giving us incomplete or incorrect information or instructions or if your instructions are not given to us sufficiently in advance to allow for timely settlement.

We will not take any responsibility for or be liable to you or any other person for any reduction in any Account, Service or Certificate of Deposit due to taxes, depreciation in the value of the funds credited to the Account, Service or Certificate of Deposit, devaluation of any currency or due to the unavailability of such funds due to restrictions on transfer, payment or convertibility, or due to any requisitions, involuntary transfers, distress of any character, exercise of civil or military or usurped power, confiscation,

expropriation, nationalization, governmental controls or regulations, embargoes or any other cause whatsoever beyond our control including, without limitation, acts of a public enemy, terrorist acts, war, riots, fire, floods, strikes, explosions, hurricanes, earthquakes, tsunamis, pandemics, epidemics, illness, quarantine or travel restrictions that affect our employees or agents or disrupts our operations or any other act of God.

In any event, you will not have any claim, action or other recourse to or against the Head Office or Executive Office, parent company of the Bank or against any of the Bank's branches, affiliates or subsidiaries other than the branch where the Account, Service or Certificate of Deposit is maintained and the assets of such branch.

We are not liable to you for any loss, damage or inconvenience you suffer in connection with your Account, Certificate of Deposit or the provision of any Service or the refusal to provide any service, except if it was caused by our gross negligence or willful misconduct (and then our liability is subject to the other provisions of this Agreement and other legal rights we have) or unless applicable laws or an industry code to which we have publicly committed requires otherwise.

You acknowledge this means, among other things, that we are not liable for the following specific matters:

- any delay in completing or failing to provide a Service for any reason even if this means you are unable to access funds in your Account or Certificate of Deposit,
- a forged, unauthorized or fraudulent use of Services, instruction or material alteration to an instruction, even if you or we did or did not verify the signature, instruction or authorization.

If we are found to be liable for any loss or damage you suffer for any reason whatsoever, our liability will not be more than the direct cost to you of any loss of funds you suffered. This loss will be calculated from the time we should have made the funds available to you until the time we did make them available or until you should reasonably have discovered their loss, whichever is earlier.

UNDER NO CIRCUMSTANCES WILL WE BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OR LOSSES IN CONNECTION WITH YOUR CERTIFICATE OF DEPOSIT(S), ACCOUNTS, OR THE PROVISION OF ANY SERVICE OR OUR REFUSAL TO PROVIDE ANY SERVICE, EVEN IF WE KNEW THAT ANY SUCH DAMAGE OR LOSS WAS LIKELY AS A RESULT OF OUR NEGLIGENCE (SUBJECT TO APPLICABLE LAW) OR THE NEGLIGENCE (SUBJECT TO APPLICABLE LAW) OF OUR EMPLOYEES, AGENTS OR REPRESENTATIVES.

NOTHING IN THIS "LIMITATION OF LIABILITY" SECTION WILL OPERATE, BE CONSTRUED OR INTERPRETED IN ANY WAY TO IMPOSE ANY OBLIGATIONS ON US THAT WE HAVE NOT EXPRESSLY AGREED TO ASSUME IN THIS CERTIFICATE OF DEPOSIT AGREEMENT OR BOOKLET OR LIMIT ANY RIGHTS WE HAVE UNDER ANY OTHER PROVISION OF THIS

CERTIFICATE OF DEPOSIT AGREEMENT, THIS BOOKLET OR AS OTHERWISE PROVIDED BY LAW.

Limitation of Our Liability for Pre-authorized Transactions

We will not be liable in the following circumstances:

1. If, through no fault of ours, you do not have enough money in your Account to make the transfer.
2. If the transfer would go over the credit limit on your overdraft line.
3. If the automated teller machine (ATM) where you are making the transfer does not have enough cash.
4. If the terminal or system is not working properly.
5. If circumstances beyond our control (such as fire or flood) prevent the transfer despite reasonable precautions that we have taken.
6. If there are other exceptions contained in our Agreement with you.

Limitation of our liability for *ScotiaCard*, Terms of Access to *Scotia OnLine* Internet banking and *Scotia Móvil* Mobile banking (as available in your jurisdiction)

NEITHER THE BANK, NOR ANY OTHER INFORMATION PROVIDER, MAKES ANY EXPRESS OR IMPLIED WARRANTIES CONCERNING INTERNET BANKING SOFTWARE OR SERVICES OR BROWSERS INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY PROPRIETARY RIGHTS UNLESS DISCLAIMING SUCH WARRANTIES IS PROHIBITED BY LAW.

We will not be liable in the following circumstances:

- if through no fault of ours, you do not have enough money in your Account to make the funds transfer;
- if there is not enough money in your Account, in excess of amounts you have specifically pledged to us as collateral, to make the funds transfer;
- if there are not enough available funds in your Account to make the funds transfer;
- if funds in your Account are subject to garnishment or other legal process which prevents the making of the funds transfer;
- if we have, because of your default, exercised our rights against the funds in your Account pursuant to a pledge of those funds you gave us;
- if the funds transfer would cause your overdraft limit to be exceeded;
- if any necessary authorization for completing the Service(s) has been revoked by an operation of law;
- if circumstances beyond our control prevent the funds transfer despite reasonable precautions that we have taken; or
- when using *Scotia OnLine*, if you do not have sufficient funds in your Account to make the payment on the processing date, if the estimate of time to allow for delivery to the payee is inaccurate, or due to delays in mail delivery, changes of merchant address or account number, the failure of any merchant to correctly

credit the payment in a timely manner or for any other circumstances beyond our control.

We will also be excused from such liability as a result of your acts or omissions or those of any third party or if you fail to observe the terms and conditions of this Agreement, or our account agreements with you, which relate to such Service(s).

Indemnification

You agree to release us from liability, indemnify and hold us harmless and compensate both us and any third party providing services, processing or settling your instructions for any claim, proceeding, loss, damage, payment, penalty, fine, legal expense (based on the lawyer's fees charged to us) and any other costs, as may be applicable, resulting from:

- any service performed or refused,
- any instruction honored, processed, negotiated, settled, changed, cancelled, reversed or refused,
- your failure to properly provide information or comply with this Agreement or any service agreement,
- our compliance with any lawful demand by a third party relating to the operation of your Account, Certificate of Deposit or Service including, but not limited to, any demand made in connection with actual or potential legal proceedings, or
- other events of any kind whatsoever arising from us being your banker.

Where a merchant becomes liable to make any refund to you, we will credit your designated account with the refunded amount only on receipt by us of a properly issued credit voucher or other appropriate verification or authorization of the refund.

You are responsible for any errors that result from your having incorrectly provided to or selected from us, any account number, dollar amount or other information required for the operation of the Automated Banking Services. You acknowledge that once you have confirmed the details of a payment, you may not revoke or stop the payment, except in the case of a *TeleScotia* or *Scotia OnLine* Internet Banking postdated payment, you may delete the payment no later than three (3) Business Days before the date the payment is due to be charged to your Account.

You are responsible for notifying us of any changes to or errors in billing account information. You are responsible for effecting these changes to your Account information via *TeleScotia* or *Scotia OnLine* (where these Services are available). We may, at our discretion and without prior notice, refuse a request for authorization of any *ScotiaCard* transaction, and may notify third parties of such refusal as we think necessary. In exercising such discretion, we may take into account in calculating the funds available, any funds, which we may decide, have been credited or debited to your Account.

Our Commitment to You – Satisfaction Guarantee

From time to time we make changes to our Account features, Services and fees. We will notify you of any upcoming changes to your Account features, Services and fees, in accordance with legal requirements

When we make changes, as always, we want to ensure that you select the best Account for your banking needs. If you are not satisfied with the changes made to your Account, you may select an alternate Scotiabank account within ninety (90) days of the effective date of the changes and on request, we will refund you the difference, if any, between the fees paid on your Account and the fees that you would have paid with your alternate Account choice on the effective date of the changes. ⁽¹⁾

(1) For customers who choose to close their Account within the ninety (90) days of the effective date of the changes, on request we will refund you the difference between our old and new fees for any fees that you have paid.



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USVI:

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