



**Personal Financial  
Services Agreement  
and Personal  
Credit Agreement  
Companion Booklet**

September 2020

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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 as to 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 an automated banking service such as, *TeleScotia*™ telephone banking, automated teller machines (ATMs), *Scotia OnLine*™ Internet banking or *Scotia*™ mobile 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, operate and maintain an Account and a Term Deposit.

Of utmost importance and underlying our services to you, 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. So we present that commitment to you first in the agreements section.

## ***General information about personal Accounts, Certificates of Deposit, Term Deposits and Services***

Personal Accounts and Term Deposits belong to the owner(s). Accounts, Term Deposits and Services cannot be used for business purposes and, subject to applicable law, they cannot be assigned or transferred to anyone else without getting our written permission first. If the Account, Term Deposit or Service is used for business purposes, we can close the Account, Term Deposit or Service (or close the Account, Term Deposit or Service and open a business Account, Term Deposit or Service for you with business banking service fees).

## *Use of Accounts, Term Deposits and Services*

You acknowledge that you are not carrying on or associated with activities that are improper, illegal or unlawful or 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, anti-corruption or bribery laws, as well as laws relating to Sanctions, as they may be amended from time to time apply to the operation of your Accounts, Term 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 agree to operate the Account(s), Term Deposit(s) and Service(s) in accordance with the terms and conditions of that particular product or service. Personal and business activities should be separated at all times so there is no co-mingling of business and personal funds.

You agree that the Account(s), Term Deposit(s) and Service(s) are not to be used by, or on behalf of, a third party or parties without our prior written permission.

You agree that the Account(s), Term Deposit(s) and Service(s) 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 Account(s), Certificate(s) of Deposit, Term Deposit(s) and/or Service(s) and their relationship with you.

You agree not to use any Accounts, Term Deposits, 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 anti-money laundering and terrorist financing, anti-corruption or bribery, as well as laws relating to Sanctions. You also agree to perform your obligations in this booklet and under any 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, Term Deposits and/or Services.

Accounts, and Term Deposits are governed by the laws and regulations of the country where your Account(s), and/or Term Deposit(s) is/are maintained. Please refer to the Deposit Account Agreement and the Term Deposit Agreement (as applicable) in this booklet for additional details about being an Account holder and a Term Deposit account holder. If you have a Certificate of Deposit, please refer to the terms in the Certificate of Deposit Confirmation form.

We offer a variety of Accounts, plans and packaged banking services, Certificates of Deposit and Term Deposits for you. Not all Account products, Term Deposits or Services are available in every country. For more information about Accounts, Term Deposits, products or Services availability contact your branch. Some of these Accounts, Term Deposits and Services have eligibility requirements and other requirements, for example, our aged based or segment account (such as Payroll Accounts) are only available to specific customers 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, Term Deposit or Service that has an eligibility requirement or other type of requirement, you must meet that requirement.

### ***Interest rates and interest calculations***

We will provide you with a Rates and Fees Schedule that applies to the Account(s), Term Deposit(s) and Service(s) you have selected when you open the Account(s), Term Deposit(s) or Service(s) with us. In the case of a Certificate of Deposit, we will provide you with a Certificate of Deposit Confirmation form.

Some of our Accounts earn interest. Depending on the type of Account you selected, interest may be calculated on the daily closing credit balance or on the minimum monthly credit balance. Some Accounts paying interest may have a tiered interest rate structure. This means that the interest rate earned in the Account will be determined by a specified account balance. When the minimum balance for the tier is reached and maintained, the corresponding rate is paid on the whole balance.

On interest earning Accounts, interest is paid to the Account on the last business day of the month or the defined period as applicable.

The interest rate as adjusted from time to time is an annual interest rate and the interest calculation for each Account is a simple interest calculation; interest, when applicable, is earned in the currency of the Account.

Please refer to the Rates and Fees Schedule for full details on interest rates and type of accounts available in your jurisdiction.

If your account is closed during the month, interest is calculated from the first day of the month up to and including the day before the Account is closed. In such cases, interest is paid to the Account on the day the Account is closed.

For Term Deposits, we will provide and make available to you the Rates and Fees Schedule which will specify the minimum amount required to purchase the various Term Deposit products and a Term Deposit Confirmation form that contains interest rate(s) information, interest payment date(s) and other information about the Term Deposit you purchased. The interest calculation depends on the type of Term Deposit purchased and whether you have elected to have the interest payment reinvested. Please refer to the Term Deposit Agreement in this booklet and your Term Deposit Confirmation form for details.

### ***Account Service fees***

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 in most cases, collected on the same day as the monthly fees.

### ***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 where applicable. 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, view our website 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.

Some transaction fees may be charged at the end of the month and not at the time the transactions were done. Your monthly statement will include a list of the fees that were charged immediately, and a summary breakdown of the total fees charged at the end of the month.

If there are insufficient funds available in your Account at the time when the service charge is due, we may either debit your Account the full amount owing; therefore forcing your Account into a negative balance or we may collect the amount at a later date, once the funds become available. If we collect at a later date, the service charge amount owing will be debited as soon as those funds are available and the service charge notation will be updated to state the period for when the service charge was due.

If Real Time Billing is offered in your jurisdiction, we will charge fees immediately after each POS, ATM and Branch transactions. This means that if there are insufficient funds available in your account to cover the transaction and the fees, the transaction will be declined.

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.

### ***Transactions included in Monthly Fee Charges***

A certain number of transactions per month are included in some Accounts. This means that these included transactions can only be used in that month and cannot be added to the next month's allotted number of transactions, if not used. Fees apply for transactions in excess of the allotted number of included items for specific Account products. Please refer to the Schedule of Rates and Charges to learn more.

### ***Account record keeping options and services***

Please refer to the Rates and Fees Schedule for charges associated with record keeping options and services in your jurisdiction.

### ***Account statements***

- Electronic account statements is the default recordkeeping option for all new Accounts. If you want to be able to retrieve an image of your cheques, the appropriate option should be selected.
- Paper account statements (with paper cheques return) monthly or quarterly are available upon request<sup>1</sup>. There may be a charge for paper statements.

If you choose to receive a paper Account statement and the Account is a joint Account, only one Account statement will be mailed to the address of the First Customer.



## *Other Services*

Other Services that may be available are:

- Direct Deposits
- Overdraft Protection on your transactional account (Enquire about the availability of Overdraft Protection in your country, subject to Bank's approval)
- Automated Savings Plan (ASP)
- Scotiabank Savings Rewards Program (SSRP)

## *Personalized cheques*

Prices for personalized cheques on Accounts that offer chequing services vary depending upon the style and quantity. Details are available at your branch. Please note that in some countries cheques are subject to applicable government stamp duties.

## *Terms we use in this booklet and the other Agreements*

**“You”** and **“your”** mean each person that owns a Scotiabank Account, or Term Deposit, and it also includes each person that has applied for, subscribed to, enrolled in or uses a Scotiabank product or Service.

**“We”, “our”, “us”, “Scotiabank”,** and the **“Bank”** mean, as applicable, The Bank of Nova Scotia and its branches and subsidiaries and affiliates operating outside of Canada, including but not limited to, its subsidiaries, agencies and branches in the United States, the Caribbean, Central and South America.

**“Scotiabank Group”** means collectively, The Bank of Nova Scotia and all its subsidiaries and affiliates.

**“Account”** means any personal deposit account you have with us now and at any time in the future and may also refer to any loan accounts you may have with us where applicable.

**“Agreements”** 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* Cardholder Agreement, the Overdraft Protection Agreement, the Term Deposit Agreement, the Term Deposit Confirmation form, as well as the Rates and Fees Schedule, the Certificate of Deposit Confirmation form (as applicable), the Personal Credit Agreement and the Personal Credit Agreement Companion booklet (as applicable) and 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 Services Agreement booklet, all as may be amended from time to time, and as they apply to you and any instructions you give us under any of the Agreements. Your Application for Deposit Services, as amended from time to time, also forms part of the Agreements.

**“Automated Banking Services”** means the channels where you can access your designated Accounts, Certificates of Deposit and Term Deposits (where applicable) and may in your country, include:

- Designated Automated Teller Machines (ATMs), also known in some countries as Automated Banking Machines (ABMs)
- Debit Point of Sale (POS) payment devices that display the logos of any payment network 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* mobile banking
- Any of our Services which may be available using any electronic platform, Electronic Communication and/or Electronic Signature

**“Bill Payment Company”** refers to a business, company, utility company or other party that has an arrangement with Scotiabank to be a payee of bill payments through the Service for which you have been registered, by Scotiabank for branch, telephone banking, ATM, *Scotia OnLine* and/or *Scotia* mobile banking bill payment access.

**“Business Day”** refers to regular weekdays only and it excludes Saturdays, Sundays, bank holidays and any government holiday(s) or statutory holiday(s) in the country where you maintain your Certificate(s) of Deposit, Term Deposit(s) or Account(s).

**“ScotiaCard™ or Card”** mean the *ScotiaCard* banking card or the *ScotiaCard* Visa banking card or the *ScotiaCard* MasterCard banking card as applicable, and any renewal or replacement Card we have issued to you, that has a unique Card number and that is used with your Electronic Signature to access Automated Banking Services.

**“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 where a transaction is concluded by a Cardholder with a business, company, merchant or retailer by whatever means and includes, but is not limited to, transactions conducted in person, over the telephone, on the Internet, through a mobile device or by mail order.

**“Debit Point of Sale (POS) Device”** means an electronic device 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 or service outlet and evidenced by an Electronic Signature.

**“Debit Point of Sale (POS) Transaction”** means a transaction that is concluded by a Cardholder with a business, company, merchant or retailer by whatever means and includes, but is not limited to, transactions conducted in person, over the telephone, on the Internet through a mobile device or by mail order.

**“Debit Transactions”** include cash withdrawals, Cash Advances, cheques drawn on your Accounts, bill payments, pre-authorized payments and any other method of direct payment.

**“Domicile, Domiciled, Domicile Account or Domicile Branch”** refer to the country and the branch where your Account(s), Certificate(s) of Deposit or Term Deposit(s) is/are maintained.

**“Electronic Communication”** means any communication 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 Signature”** refers to each combination of numbers and/or letters selected by you, for your exclusive use, as a means of your authorization to use certain Services that are available from us from time to time. Your Electronic Signature includes, but is not limited to: (i) your Personal Identification Number (“PIN”) used at branches, Automated Teller Machines (“ATMs”) and debit POS Devices, (ii) your Personal Access Code (“PAC”) for access to *TeleScotia*, (iii) your written signature at debit POS Devices without PIN pads, or (iv) security codes such as access codes, security questions (personal verification questions) and answers and passwords for access to *Scotia OnLine* Internet banking and *Scotia* mobile banking, for use in association with your Card. We treat and accept your Electronic Signature as your authorization whenever it is used with any Automated Banking Service including your *ScotiaCard*, credit card, *TeleScotia*, *Scotia OnLine* or any other Service and any instructions received or transaction done using our Automated Banking Services and your Electronic Signature will have the same legal effect as if you signed a written direction to us.

**“Instrument”** means any document evidencing or that can be used to evidence an instruction, including, (but not restricted to) cheques, drafts, money orders and other bills of exchange.

**“Personal Banking Services Agreements”** mean the Deposit Account Agreement, the Scotiabank Privacy Agreement, the ScotiaCard Cardholder Agreement, the Overdraft Protection Agreement, the Electronic Communications Banking Agreement, the Term Deposit Agreement and the Personal Credit Agreement contained in this booklet.

**“Rates and Fees Schedule”** means the document that contains the rates and fees that apply to all Accounts unless we specifically refer to a particular Account or indicate otherwise and the minimum amount required to purchase the various Term Deposit products), as amended from time to time in accordance with applicable law and the terms of this Agreement. It also includes the Rates and Fees Schedule to the Personal Credit Agreement Companion Booklet and the Personal Financial Services Agreement Rates & Fees Schedule to the Personal Financial Services Agreement booklet as applicable.

**“Sanctions”** means any trade, economic or financial sanctions laws, regulations, embargoes or restrictive measures imposed, administered or enforced by a sanctions authority.

**“Self-Service Transactions”** are transactions processed without the help of a teller through a Scotiabank ATM, TeleScotia telephone banking, Scotia OnLine Internet banking or Scotia mobile banking.

**“Service(s)”** means any personal banking or financial product or service offered by us and may also include business banking, insurance and brokerage products or services that are offered by our subsidiaries.

**“Teller-Assisted Transactions”** are transactions processed directly through a teller or a Bank officer at a Scotiabank branch.

**“Term Deposit(s)”** means (as applicable) the fixed, cashable and rate-booster term deposit products that are offered by the Bank which have a fixed term and pay a fixed amount of interest.

**“Term Deposit Confirmation”** means the document that we provide to you when you purchase a Term Deposit from us. It also includes the Term Deposit Renewal Confirmation form or the Certificate of Deposit Renewal form, as applicable. The Term Deposit Confirmation form contains information such as the type of Term Deposit purchased, the amount, its term, the interest rate(s), interest payment date(s), the maturity date and other information. The Term Deposit Confirmation form includes the Certificate of Deposit Confirmation form, as applicable.

## ***General terms and conditions that apply to this booklet and the other Agreements***

### **Ownership, Survivorship Rights and Signing Arrangements**

#### **Sole Account, Certificate of Deposit and Term Deposit account holders\***

If an Account and/or Term Deposit is in your name only, you alone own the funds in the Account and/or Term Deposit account 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 <sup>1</sup>Account and/or Term Deposit account that arise out of any lien, charge, pledge, <sup>2</sup>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 Account or Term Deposit accounts – Multiple Account or Term Deposit account holders\***

If an Account and/or Term Deposit account has multiple account holders, the signing arrangement will be indicated in the Application for Deposit Services, in the Term Deposit Confirmation form and it will determine from whom we will accept instructions to operate the Account and/or Term Deposit and you will be bound by any instructions given to us by the designated signing authority(ies). Any designated signing authority will remain in force and can be relied upon by us until we receive written notice of change for the designated signing authority(ies).

We will send notices in accordance with the section entitled “Adding or changing the terms of the Agreements and notification of changes” to the primary Account holder<sup>1</sup> and/or Term Deposit account holder<sup>2</sup> only at the last address ~~or email~~ we have on file and we consider notice to the primary Account and/or Term Deposit account holder as having given notice to all of you including any joint Account or joint Term Deposit account holders. As joint Account or joint Term Deposit account holders, you agree that all notices will be provided to the primary Account holder or primary Term Deposit account holder and such notices will be deemed to have been received by you when provided to the primary Account holder or primary Term Deposit account holder. As primary Account holder or primary Term Deposit account holder, you also agree to give a copy of all notices you have received from us to all joint Account holders or joint Term Deposit account holders.

Because legal responsibilities and tax consequences vary depending on the ownership, survivorship rights and signing arrangements, you may want to discuss these matters with your legal and/or tax advisor when establishing an Account, Certificate of Deposit or Term Deposit with multiple account holders. We assume no responsibility for any claim or loss whatsoever arising from or relating to the signing arrangement selected or the ownership or survivorship rights associated with that signing arrangement.

Not applicable to trust accounts. Please refer to “In trust accounts” section for provisions applicable to trust accounts.  
This refers to the “First Customer” on the Application for Deposit Services.  
This refers to the first customer listed in the Certificate of Deposit Confirmation form or in the Term Deposit Confirmation form.

### **“Any to sign” (also known as “joint tenants with right of survivorship” (JTWROS))**

If the signing arrangement you selected in the Application for Deposit Services or as indicated in the Term Deposit Confirmation form is “any to sign”, we will accept instructions from any one or more of you as if you were the sole owner of the Account or Term Deposit account, without the signature or consent of the other(s) Account, Certificate of Deposit or Term Deposit account owner(s) and without any liability to us. For example:

- We can deposit in your Account all payments received by us from any one or more of you, or collected by us on behalf of any one or more of you. This includes any item payable jointly. We reserve the right to refuse acceptance of items payable to anyone other than you or items made payable to the other Account holder.
- We can pay and deduct from your Account the amount of any cheques, Instrument, 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 cheque, instruction or payment order drawn on your Account. Except for a lawful claim made before repayment, the whole or any part of the credit balance in your Account, and subject to the applicable terms and conditions of the Term Deposit purchased, the Term Deposit may be withdrawn by any one or more of you. We can also apply the credit balance in your Account and the proceeds of the Term Deposit to any of the debts any one or more of you owe to us.
- can also apply the credit balance in your Account and the proceeds of the Term Deposit to any of the debts any one or more of you owe to us.
- We can take instructions from any one or more of you regarding your Term Deposit account.
- We can deposit all interest payments Term Deposit proceeds in your Account.

**Note:** We cannot change the Account or Term Deposit ownership.



If your Account or Term Deposit signing arrangement is “any to sign”, the ownership arrangement on the Account or Term Deposit account will automatically be joint tenants with right of survivorship (JTWROS). This means that, subject to any rights we may have at law regarding the funds in the Account or Term Deposit account, we consider the funds in the Account or Term Deposit account to be joint property with the last survivor being entitled to payment of the Account and/or Term Deposit funds. If one of the Account holders or Term Deposit account holders dies, we will consider that the funds in the Account or Term Deposit are owned solely by the surviving Account holder or Term Deposit account holder or if there is more than one surviving Account holder or Term Deposit account holder, owned as joint tenants with right of survivorship by the surviving Account holder(s) or Term Deposit account holder(s). We can pay the Account or Term Deposit funds to the surviving Account holder or Term Deposit account holder, or if there is more than one surviving Account holder or Term Deposit account holder, to any one or more of the surviving Account holders Term Deposit account holders.

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 including, without limitation, the surviving Account holder(s) or Term Deposit account holder(s).

Unless otherwise indicated on the Term Deposit Confirmation form or in the Certificate of Deposit Confirmation form, the “Right of Survivorship” will be considered to be “Joint Tenants With Right of Survivorship”

### **“All to sign” or “multiple signatures” (also known as “tenants in common”(TIC))**

If the signing arrangement you selected in the Application for Deposit Services or as indicated in the Term Deposit Confirmation form or in the Certificate of Deposit Confirmation form is “all to sign”, we will only accept instructions from all of you. If the signing arrangement is “multiple signatures”, we will only accept instructions from the designated signatories in the combination(s) you specified in the Application for Deposit Services, in the Term Deposit Confirmation form or in the Certificate of Deposit Confirmation form. Under either type of signing arrangement, we can deposit in your Account all payments received by us from any one or more of you, or collected by us on behalf of any one or more of you or all Certificate of Deposit and Term Deposit interest payments and proceeds. This includes any item payable jointly or any Certificate of Deposit or Term Deposit held jointly.

If your Account or Term Deposit signing arrangement is “all to sign” or “multiple signatures”, the ownership arrangement on the Account or Term Deposit account will automatically be tenants in common (TIC). This means that if one of the Account holders or Term Deposit account holders dies, the surviving Account holder(s) or Term Deposit account holder(s) do(es) not automatically inherit ownership of the deceased’s share of the funds in the Account or Term Deposit. The deceased’s share of the funds in the Account or Term Deposit will, subject to any rights we may have at law regarding the funds in the Account or Term Deposit account, be disbursed to the deceased’s estate in accordance with the deceased’s will or as otherwise required by law, and the remaining share will be disbursed to the surviving Account holder(s) or Term Deposit account holder(s) or as otherwise required by law. Unless we are informed otherwise, we will assume that each joint Account holder or Term Deposit account holder owns an equal share of the funds in the Account or Term Deposit.

\*However, where applicable, the ownership arrangement will continue to be JTWR0S if you signed an Application for Deposit Services, a signature card, a Certificate of Deposit Confirmation form or any other document or agreement for any Account, Certificate of Deposit or Term Deposit(s) you purchased before having received a copy of this booklet that indicates the ownership arrangement is JTWR0S

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 including, without limitation, the surviving Account and/or Term Deposit account holder(s).

### **Special terms for Accounts and / or Term Deposits for minors**

If you want to open an Account or Term Deposit in the name of a person under 18 years of age, you must be the minor’s parent(s) or legal guardian(s) and provide us with appropriate proof of ID for yourself and, if you are a legal guardian, original or certified copy of the appropriate legal documentation proving the guardianship, in accordance with legal requirements in your jurisdiction. You will be the sole signing authority(ies) on the Account, and/or Term Deposit account, however, funds in the Account, and/or Term Deposit account belong to the minor Account and/or Term Deposit account holder. You may elect to grant signing authority to a minor who is 12 years of age or over, in which case the limits on our liability and your agreement to indemnify us as contained in this Agreement shall apply to the transactions conducted by the minor on the Account and/or Term Deposit.

The parent(s) or guardian(s) signing authority on the Account, and/or Term Deposit account will continue indefinitely until the parent(s) or legal guardian(s), (at any time), or the minor (after the minor’s 18th birthday) make arrangements in writing to cancel the parent(s) or guardian(s) signing authority on the Account, and/or Term Deposit account.



The minor can request signing authority, without the parent'(s) or guardian'(s) consent when he or she turns 18 years of age. When this happens, or at any given time when the minor is granted signing authority, the Bank will request adequate proof of ID of the minor to confirm identity.

### **“In trust” Accounts, Certificates of Deposit or Term Deposits**

If an Account or Term Deposit has been opened “in trust”, we will only take instructions from the named trustee(s) in accordance with the signing arrangement for the Account or Term Deposit. For tax reporting purposes, we may require the tax number or other personal identification number of the named trustee(s) for the Account or Term Deposit.

Because there are legal responsibilities and tax consequences associated with opening an Account or Term Deposit in trust, you may wish to discuss these matters with your legal and/or tax advisor. We assume no responsibility for any claim or loss whatsoever arising from or relating to the election to open an Account or Term Deposit “in trust”.

Except as may be expressly agreed to by the Bank in writing, we will not be bound to see to the execution of any trust affecting the ownership of the Account or Term Deposit or be affected by notice of any equity that may be subsisting with respect to the Account or Term Deposit. We shall deem and treat the party(ies) named on the Account or in the Term Deposit Confirmation form (as applicable) as the absolute owner(s) of the Account and Term Deposit for all purposes whatsoever, notwithstanding any notice to the contrary, and all payments we make or to the order of the person(s) named on the Account or in the Term Deposit Confirmation form shall be valid and effectual to discharge any liability we have regarding the Account and Term Deposit to the extent of the sum(s) paid.

### **Release of funds on death**

We will require estate documentation to release funds from any Account or Term Deposit upon death of an Account holder or Term Deposit account holder. Estate documentation means any document that may be required by us in our sole and absolute discretion and may include a death certificate, probated will, notarized will or any other legal process used to determine the validity of the will and the distribution of a deceased person's assets.

In the event of any dispute regarding the release of funds upon the death of an Account holder or Term Deposit account holder, we may, subject to applicable law, pay the amounts held in any Account or Term Deposit into court and recover any expenses, including legal fees, incurred by us from the funds in the Account or Term Deposit account

With respect to joint Accounts or joint Term Deposit accounts, we are authorized to release any information about the Account(s) or Term Deposit(s) to the estate representative of the deceased Account holder or Term Deposit account holder up to the date of death.

### **Appointing an attorney**

You may appoint one or more attorney(s) to act for you regarding your Account(s) or Term Deposit account(s). However, we can refuse to accept the appointment, in our sole discretion, if it is not satisfactory to us or we may refuse to honor any Account transaction or Term Deposit transaction made by an attorney.

If your Account or Term Deposit account is held jointly, we may also refuse to honor any Account transaction or Term Deposit transaction made by an attorney unless their appointment regarding the joint Account or joint Term Deposit account has been agreed upon in writing by all Account holders or Term Deposit account holders.

An attorney will have access to the previous Account or Term Deposit history and all transaction details for the Account or Term Deposit account and you agree to this access being provided.

### **Verifying your accounts**

You must promptly and regularly review all Account and Term Deposit account transaction information in your Term Deposit Confirmation and entries in your paper Account statements, electronic Account statements or paperless record-keeping option (where available, the online or telephone transaction history, automated banking statement, passbook or in any other method you have chosen to review your Account and Term Deposit account transaction information.

If you receive electronic Account statements or if you subscribe to a paperless record-keeping option, you agree to go online and to check your statements regularly and at least once every thirty (30) days and, if the Account or Term Deposit account is a joint Account or joint Term Deposit, to deliver copies of the Account statements and Term Deposit Confirmation(s) to any co-owner who does not have access to *ScotiaOnLine*.

If you believe there are any errors, omissions, unauthorized transactions or other discrepancies of any kind whatsoever, whether or not arising from unlawful or improper actions, in any of your Account(s) or Term Deposit account(s) transaction information or entries in any of your Account statements or Term Deposit Confirmation form(s), you must tell us in writing within thirty (30) days of the Account statement date, or Term Deposit Confirmation date.

If you have a passbook account or if you have a paperless record-keeping option for your Account or if you use some other method of record keeping (such as the online or telephone transaction history), you must tell us in writing of any error, omission, unauthorized transaction or other discrepancy in your Account within sixty (60) days of the date of the applicable entry.

If you do not notify us of any error, omission, unauthorized transaction or other discrepancy within the applicable time periods described above, it will be conclusively settled that:

- a) you have accepted and agreed to the Account and Term Deposit transaction information and the entries in your paper Account statements, your electronic Account statements or paperless record-keeping option (where available), the online or telephone transaction history, automated banking statement or passbook or Term Deposit Confirmation as complete, correct and binding on you whether or not you have reviewed your Account statement or your Term Deposit Confirmation form, your online or telephone transaction history or updated your passbook; and
- b) you cannot claim, for any purpose, that any entry on your Account statement or Term Deposit Confirmation form is incorrect and you will have no claim against us for reimbursement relating to an entry, even if the instruction charged to your Account was forged, unauthorized or fraudulent or improperly charged for any other reason whatsoever, including, subject to applicable law, our gross negligence. After the applicable time period, we will be released from any and all claims whatsoever relating to your Account and Account statement, Term Deposit and Term Deposit Confirmation, whether for negligence (subject to applicable law), breach of contract, breach of trust, breach of fiduciary duty, conspiracy, unlawful interference or otherwise.

### **Use of agents and transmission services**

You agree that we can use any entity, correspondent, third party or any funds transfer method or system, in our complete discretion, to process and settle your instructions or any other transactions on your behalf. Any entity, correspondent, third party or any funds transfer method or system that provides such services to you and that we use are considered to be your agent(s) and not an agent(s) of the Bank.

You must promptly review any notice sent to you of a funds transfer transaction for your Account(s) and Term Deposit(s) and you must notify us within twenty-four (24) hours of having received the notice or were deemed to have received notice of any error or omission in the transaction.

If you fail to report such an error or omission within the specified period you relieve us of any and all liability with respect to such error or omission.

## **Third Party Engagement as a Precondition of a Service or Product - Jamaica**

For Services offered by The Bank of Nova Scotia Jamaica Limited, you agree that we may require the service(s) or product(s) of a third party as a precondition to our provision of a service(s) or product(s) to you. All third parties used by us to fulfill this function and any other information pertinent to the delivery of our service(s) or product(s) will be notified to you through provisions for notice under this Agreement.

## **Communicating with each other**

You can contact us by using the address and other contact details we give you when you open your Account and/or Term Deposit. We will let you know if any of these details change. If you contact us by telephone, we will take reasonable steps to verify your identity before providing any Account and/or Term Deposit information.

We will communicate with you about your Account and/or Term Deposit activity in the manner that you have agreed to either by mail (at your last address in our records) or by Electronic Communication (where available).

Any Electronic Communication that we receive from you or in your name will be considered duly authorized and binding on you and we will be authorized to rely and act upon such communication. In this regard:

- a) we will be entitled to rely upon any signature appearing on a facsimile transmission that purports to be your signature or the signature of your representative(s); and
- b) you recognize that possession or use of your Electronic Signature, PIN, password, PAC, security code or access code email or mobile device (including access to your SMS messages) by any other person may result in that person having access to and being able to use the relevant means of Electronic Communication and we will not be liable for any loss, damage, expense or inconvenience that results.

Notice of additional, amended, modified or replaced terms and conditions may be given to you in any of the following ways:

- a notice addressed to you at your last address in our records,
- a notice prominently displayed at our ATMs or on our ATM screens,
- an announcement through the voice-response-unit (VRU),
- a notice on our publicwebsite,
- a notice sent to your email,
- a notice in a readily accessible place in our branches, or
- a notice in your statement.

We consider having given you notice in writing (i) when we send you the notice by fax transmission, by Electronic Communication, by regular mail, (ii) when we hand deliver it, to the last address we have on file for you, (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, or (iv) by any other means that we may allow from time to time.

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, (iv) printed in your statement, or (v) on the fifth (5th) calendar day if sent by regular mail. If your address is in The Bahamas or Guyana, Antigua & Barbuda or Barbados we consider you to have received the notice on the fourteenth (14th) day of it being emailed.

If there is more than one Account holder, we will send the notice to the primary Account holder (this is usually the person who appears first in the Account name and/or statement) at the last address ~~and/or email~~ we have on file and we consider notice to the primary Account holder as having given notice to all of you. As a joint Account holder, you agree that all notices will be provided to the primary Account holder and such notices will be deemed to have been received by you when provided to the primary Account holder. As the primary Account holder, you also agree to give a copy of all notices you have received from us to all joint Account holders.

### **Account closure/terminating a Service**

- a) Without Notice: We can close your Account(s), Term Deposit(s) and/or terminate any of the Services we provide to you, without prior notice to you, in any circumstance in which we consider it reasonable to do so including, without limitation, in the following circumstances:
- if you do not operate your Account or Term Deposit in a satisfactory manner, for example, if you maintain an overdrawn balance in your Account due to NSF cheques or outstanding service charges;
  - if you do not provide us with any documentation required to open, operate or maintain your account;
  - if we have reasonable grounds to believe or suspect that you are engaged in any unlawful purpose or otherwise involved in the violation of any law or regulation including laws relating to anti-corruption and bribery, money laundering, terrorist financing or Sanctions;

- if you are deemed by us in our sole discretion to pose any risk to our business, personnel, operations, or reputation ;
  - if we have reasonable grounds to believe that you are using an Account, or Term Deposit account for any unlawful or fraudulent purposes or otherwise in violation of applicable laws including laws relating to anti-corruption and bribery, money laundering, terrorist financing, economic or trade Sanctions;
  - if you have used any of our Services or give any instructions for any unlawful or improper purpose or otherwise in violation of applicable laws and rules;
  - if we have reasonable grounds to believe that it is necessary to terminate our relationship with you in order to protect our customers or employees from physical harm, harassment or other abuse;
  - if we have reasonable grounds to believe that you, for the purpose of opening your Account or Term Deposit account, knowingly made a material misrepresentation in the information you have provided to us; or
  - if we are instructed to do so by any government agency or regulatory body that has authority over us.
- b) With Notice: We can close your Account(s), Term Deposit(s) and/or cancel any of the Services we provide to you, without reason, by giving you thirty (30) days written notice. To the extent applicable, your obligations to us continue if we close your Account(s), Term Deposit(s) and/or cancel a Service(s). You are not relieved of your obligations to us regarding any terminated Account(s), Term Deposit(s) or Service(s) until your obligations to us have been satisfied in full.

### **Non-residents**

If you are a non-resident of the country where your Account(s), Term Deposit(s) and/or Service(s) are Domiciled, you are advised that off-shore banking transactions may have tax consequences in the country where your Account(s), Term Deposit(s) and/or Service(s) are Domiciled and/or in your home country. Accordingly, if you are a non-resident, you should obtain prior written advice for such transactions from qualified tax advisors in your home country or where the Account(s), Term Deposit(s) and/or Service(s) are located. We may request a copy of such advice prior to opening an Account or Term Deposit or providing you with a Service or anytime after having opened an Account, Term Deposit or Service.

### **Governing Law**

Your Account(s), Term Deposit(s), the Rates and Fees Schedule, the Term Deposit Confirmation form(s), the Deposit Account Agreement and this Term Deposit Agreement are governed by the laws of the country where your Account(s) and/or Term Deposit account is (are) Domiciled.

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

The Agreements, as amended from time to time, constitute the entire agreement between you and the Bank regarding the Account(s), the Term Deposit(s) and the Services and it replaces all previous agreements, either written or oral, between you and us with respect to the same subject matter. The terms in this booklet and in the Term Deposit Agreement apply to Term Deposits to the extent they do not conflict with any of the terms set out in the Term Deposit Confirmation. If there is a conflict between the terms set out in the Term Deposit Confirmation and any of the terms in this booklet or in the Term Deposit Agreement, the terms of the Term Deposit Confirmation form shall prevail to the extent necessary to resolve the conflict.

### **Who is bound by the Agreements?**

All of the provisions in the Agreements, including this booklet, the Personal Banking Services Agreements, as they apply to you, and the Rates and Fees Schedule and the Term Deposit Confirmation, as applicable are binding on you, your estate, your heirs, executors, administrators and your personal and legal representatives.

If you have a joint Account or a joint Term Deposit account or if we provide you with a product or Service where the customer consists of more than one person, all of the obligations in the Agreements 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 provisions shall still be in effect and binding.

### ***Adding or changing the terms of the Agreements and notification of changes***

We can amend, change, modify, add or remove any of the terms and conditions in this 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 interest rates, products, benefits, features, operating conditions for Accounts, Certificates of Deposit or Term Deposits, and services we offer. We will notify you of changes in accordance with legal requirements. Refer to the section “Communicating with each other” for details.



Your continued use of the Account or if you have funds on deposit in the Account or in a Term Deposit account or use 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, Term Deposit or Services and notify us that you are terminating this Agreement and close the Account(s) and/or Term Deposit account(s) (where permitted).

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

## Opening an Account or Term Deposit

We make it easy to open an Account or Term Deposit at Scotiabank. Simply visit any of our branches and speak to a branch representative.

If you are an existing Account holder, Certificate of Deposit account holder or Term Deposit account holder, you may be able to apply to open an Account or Term Deposit

from the convenience of your home by telephone or through *Scotia OnLine* where available. If we are unable to verify your identity, we will ask you to visit a Scotiabank branch to provide the acceptable forms of identification that we require.

You may also receive a *ScotiaCard*. We will ask you to select a personal identification number (PIN) to use with your Card. Carefully select your PIN – never select a PIN that is the same as or similar to an obvious number combination such as your date of birth, bank account numbers, or telephone numbers.

When you use your PIN with your *ScotiaCard* you are providing us with your Electronic Signature and we consider all transactions made by you authorized by you and they have the same legal effect as if you signed a written direction to us.

The types of Accounts and Term Deposits we offer along with the details about using your *ScotiaCard* are described in this booklet and in the Rates and Fees Schedule.



### **Minors**

For minors under the age of 18 years, we ask that a parent or legal guardian open the Account or Term Deposit for the minor and that the parent or legal guardian provide the required acceptable identification to confirm his or her own identity. In addition, if in your capacity as legal guardian for a minor, you ask us to open an Account or Term Deposit for the minor, you must provide us with a certified copy of the legal document verifying your legal guardianship of the minor. Please refer to section “Special terms for Accounts and/or Term Deposits for minors on page 12 for full details.

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

- You can visit any branch in the country where your Account(s) is/are Domiciled
- You can use ATMs (Scotiabank Automated Teller Machines or those of any other financial institution displaying the symbol(s) of any system we may designate from time to time)
- You can make direct payment purchases from your Account at merchants that display the symbols of any system we may designate from time to time
- You can transfer funds directly from your Account to other Scotiabank accounts in your jurisdiction through *Scotia OnLine* or *Scotia* mobile banking. You may be able to transfer funds to an account at another bank in your country through *Scotia OnLine*. (Contact your branch to know all applicable terms and conditions and the availability of third party transfer in your country)
- You can set-up direct deposit or standing orders for regular payments/withdrawals (pre-authorized payments) automatically from your Account
- You can conduct transactions over the telephone, through the Internet
- You can issue instructions to us in writing

The Rates and Fees Schedule applicable to your Account(s) and Service(s) will be provided or made available to you when you open your Account(s) or Service(s). We can change the Account and Services fees as provided by law and the terms of this Agreement.

# Day-to-Day Bank Accounts

## Transactional chequing Accounts

Whether you prefer to bank at a branch or take advantage of our Automated Banking Services, Scotiabank offers you convenient transactional chequing accounts designed to simplify your day-to-day banking needs.

## Savings Account

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

## Specialty Accounts

We offer a variety of Accounts with different types of features depending on various factors such as the Account type you select, your age, minimum balance requirements, and/or transactional needs. Please refer to the Rates and Fees Schedule in your country for full details on what is available to help you choose the right Account for your needs.

## Age-Based Accounts

Age based benefits or features associated with your Account may automatically change as you reach the next age tier.

For example, a monthly fee waiver could be stopped when you are no longer considered a minor or junior (most often when reaching the age of 18), or you could start enjoying a monthly fee waiver when you become a senior (most often age 60 or older).

Prior to reaching the age for the age-based features change, you may be informed of the changes to take effect.

In some countries a qualifying joint account holder (regardless of age) may share your Senior Account benefits if the Account is held jointly with you and you are the primary account holder.

## Foreign Currency Options

Some Accounts may be available in select foreign Currencies (most often, Canadian dollars, United States of America dollars, Euros and Great Britain Pounds Sterling). Please refer to the Rates and Fees Schedule for details on Account availability, associated fees and interest rates, if applicable.

# Services

## Direct Deposit

Consider the benefits of direct deposit to your Account. You may arrange for an electronic direct deposit of any kind (e.g. payroll deposit) to go directly into your Account; the funds will be available on the day of deposit.

## Instant Access to your ATM/ABM deposit

Deposit your cash or cheque at an ATM/ABM and based on your pre-approved limit, you can get immediate access to your funds to use as you wish. The amount of cash that you can instantly access from the deposit made to your Account, is added to any overdraft limit you may already have, allowing you more spending power immediately. Talk to your branch about how to qualify for instant access to your deposit, or to confirm the limit. Pre-approval is required for this service.

## Automatic Savings Plan (ASP)

A Scotiabank Automatic Savings Plan (ASP) can help you save for a specific goal over a period of time by making regular, automatic contributions on your behalf to a designated Account.

An ASP automatically deducts a specified amount on a regular basis from your everyday or savings Account, and transfers the funds directly into your destination 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 or everyday Account or the investment account you choose.
- You can change how much and how often you contribute at any time, or you can cancel the service by telling 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.

## Scotiabank Savings Reward Plan (SSRP)

If you set up an Automatic Savings Plan (ASP) where a set amount of money is automatically debited from your Scotiabank day-to-day transactional account and credited to your Scotiabank savings account, under the Scotiabank Savings Reward Plan available from time to time in the Bank's discretion, you may automatically receive bonus interest on the average of the amount you have saved at the end of the defined period (usually 12 months). This bonus interest is in addition to interest that is already paid on your savings account, talk to your branch for full details.

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## Self-Service Banking Options

Our Automated Banking Services including Scotiabank ATMs, Telephone Banking, *Scotia OnLine* and *Scotia* mobile banking offer you the convenience of paying bills, checking your balance, and transferring funds to other Scotiabank Accounts and in some countries to accounts at other banks anytime you choose.

### Scotiabank Automated Teller Machines (ATMs)

With your *ScotiaCard* and PIN, you can access your local currency Accounts and where available, foreign currency accounts through any Scotiabank ATM/ABM in the country where your Account is Domiciled. You may also be able to access your Accounts (cash withdrawals) by using Scotiabank ATM/ABMs located in other countries. Please refer to the Rates and Fees Schedule to find out if system access fees apply for a particular country and the amount.

### ATM bill payments

Register the companies to whom you make regular bill payments by visiting your Domicile Branch or through our telephone or Internet banking services. Then simply transfer funds from your designated Account to pay the bill.

### Access to shared ATM services

You may also, for a fee, access the funds in your Accounts (cash withdrawals) by using banking machines of other financial institutions in the country where your Account is Domiciled that display the symbol(s) located on the back of your *ScotiaCard*. Please refer to the Rates and Fees Schedule to know the amount of the applicable system access fees. In addition, the owner of the ATM may also charge you a convenience fee (or surcharge). This will be disclosed by the ATM operator on the ATM screen before you complete your transaction, so you can choose to cancel the transaction if you do not wish to proceed.

### Global ATM Alliance system access fee waiver

In some countries, Scotiabank is a member bank of the Global ATM Alliance. If Scotiabank is a member of the Global ATM Alliance in the country where your Account is Domiciled, you can use your *ScotiaCard* or Scotiabank VISA® card or Scotiabank MasterCard® when travelling outside your home country to withdraw cash from ATMs belonging to member banks of the Global ATM Alliance without being charged any system access fees.

By “access fee waiver” we mean Scotiabank will waive the international automated banking machine (ABM) or automated teller machine (ATM) system access fee and the Global ATM Alliance member bank will waive any terminal convenience or usage fees for any withdrawal transactions performed at Global ATM Alliance machines using your *ScotiaCard*. All other transaction fees will continue to apply. All regular account fees continue to apply. Accounts that are Domiciled in certain countries cannot be accessed from outside of those countries using the *ScotiaCard*.

Participants in the Global ATM Alliance including Scotiabank, countries and member banks are subject to change without notice. Please verify with your branch or check the country specific Scotiabank website to find out if Scotiabank is a member of the Global ATM Alliance and to obtain an up-to-date list of member banks before you travel.

### **ScotiaCard banking card with VISA® debit functionality**

If you have a ScotiaCard with VISA debit functionality, you can enjoy the convenience, safety and security of using your ScotiaCard at stores and merchants that display the VISA PLUS® or your local switch network logo.

You may also be able to shop online and get immediate, secure and real time access to your money to pay for your purchases. Wherever you see the VISA PLUS® logo you can make purchases directly from your Account using your ScotiaCard and Scotia OnLine banking password. Please note before using the service you must be activated for Scotia OnLine banking. To learn more about VISA online, visit the country specific Scotiabank website or speak with a Scotiabank representative at your Domicile Branch.

### **ScotiaCard banking card with MasterCard® debit functionality**

If you have a MasterCard EMV and Chip Debit Card, you can enjoy the convenience, safety and security of using your ScotiaCard at stores and merchants that display MasterCard® logo or your local switch network logo. This ScotiaCard affords customers a contact-less shopping experience while providing the ability to shop online and get immediate, secure and real time access to your money to pay for your purchases.

**Wherever you see the MasterCard® logo you can make purchases directly from your Account using your ScotiaCard. Also to sign into Scotia OnLine, you will need the ScotiaCard and Scotia OnLine banking password. Please note before using the service you must activate the ScotiaCard. To learn more about the MasterCard EMV and Chip Debit Card, visit the country specific Scotiabank website or speak with a Scotiabank representative at your local Branch.**

### **Service fees**

Each transaction will count towards your monthly transactions as specified in your Account plan and all regular Account fees will apply. Please refer to the Rates and Fees Schedule for your country.

**TeleScotia telephone banking service**

You can use your touch-tone phone to access your Scotiabank Accounts (including Scotiabank credit card accounts and personal lines of credit) to:

- Pay bills and post-date future bill payments
- Transfer funds between Accounts
- Obtain Account balance information
- Review Account transactions
- Verify pending transactions

Representatives are available to assist with your transactions 24 hours a day, seven days a week.

**Service fees**

- There is no monthly access fee for you to use *TeleScotia*.
- Each bill payment and/or funds transfer transaction will count towards your monthly transactions as specified in your Account plan and all regular Account fees will apply.
- There may be a fee for assisted telephone transactions. The fee is only charged if a *TeleScotia* service representative completes the transaction on your behalf. There is no charge if you require assistance in using the automated system.

Contact your branch for the amount of the fee or ask the *TeleScotia* service representative whether a fee applies and the amount of the fee.

**Scotia OnLine Internet banking**

*Scotia OnLine* gives you total control of your money so you can bank on your time, conveniently and securely. All you need is your *ScotiaCard* and a password, to connect with your Accounts from anywhere you have Internet access.

*Scotia OnLine* Internet banking allows you to:

- View Account history,
- Pay bills and post-date future bill payments,
- Transfer funds between Scotiabank Accounts, and
- Transfer funds to third parties.

Please see your country's website for full details of all the functionalities.

**Service fees**

- There is no monthly access fee for you to use *Scotia OnLine*.
- Certain transactions such as bill payments and funds transfers may count towards your monthly Account transactions as specified in your Account plan and all regular Account fees will apply.

To register for *Scotia OnLine*, visit the country specific Scotiabank website or speak with a Scotiabank representative.

### **Scotia mobile banking**

You can access *Scotia OnLine* through your Internet-enabled mobile device.

*Scotia* mobile banking allows you to:

- Obtain Account balances (transactional chequing, savings, Scotiabank credit card, *ScotiaLine* Gold card, *ScotiaLine* personal line of credit and *ScotiaLine* Gold personal line of credit),
- View past transactions on your Account (transactional chequing, savings, Scotiabank credit card, *ScotiaLine* Gold card, *ScotiaLine* personal line of credit and *ScotiaLine* Gold personal line of credit),
- Pay bills. All payees must be established beforehand in *Scotia OnLine*, and
- Transfer funds between Scotiabank Accounts (transactional chequing and savings)

Please see your country's website for full details of all the functionalities.

### **Service fees**

- There is no monthly access fee for you to use *Scotia* mobile banking.
- Certain transactions such as bill payments and funds transfers count towards your monthly transactions as specified in your Account choice and all regular Account fees will apply.

### **Overdraft Protection**

If you want the peace of mind of knowing your payments are covered when you have a temporary cash shortfall, then you should consider applying for overdraft protection once available in your country. It's available (subject to our approval) on many of the transactional accounts we offer.

The Overdraft Protection Agreement is located on of this booklet.

### **Overdraft interest rate and service fees**

The interest rate and fees associated with overdraft protection are set out in the Personal Credit Agreement form or in the Rates and Fees Schedule, as applicable.

### **Repaying your overdraft**

You must bring Accounts that are overdrawn to a positive balance at least once every thirty (30) days.

### **Complaint resolution**

At Scotiabank we are committed to providing the best possible service experience to our customers. We appreciate your business and want to share a long and satisfying relationship with you by ensuring that your personal information remains confidential and secure, adhering to appropriate banking practices and responding to your needs in a timely and effective manner.

### **How to resolve your complaints**

If at any time we do not meet your expectations, or you are not satisfied with any aspect of our products or Services, please let us know. We aim to resolve your concerns as quickly as possible.

#### **Step one:**

Speak with a Scotiabank representative at the branch, contact centre or service centre where you do business.

#### **Step two:**

If your concerns are not resolved to your satisfaction, please speak directly with the Manager who has the authority to resolve the majority of problems that arise.

#### **Step three:**

If the Manager is unable to resolve your concerns satisfactorily, please contact the person listed on the country specific Scotiabank website.

*If you have an inquiry about Scotiabank's privacy practices or how we and our service providers treat your personal information, please contact the branch or office you deal with or call us using contact details for your country as well as following steps to have your concern resolved by visiting our Global website (<https://www.scotiabank.com/ca/en/0,,7764,00.html>) and thereafter, navigating to your respective country's "Contact Us" page.*

*Scotiabank has policies and procedures to receive, investigate, and respond to your privacy complaints and questions. However, if you are not satisfied, you may file a complaint with the local Data Protection Authority (where applicable).*



# Personal Banking Services Agreements

The following section contains other relevant banking agreements that apply when you open a personal Account or Term Deposit. They are:

- *Scotiabank* Privacy Agreement
- Electronic Communications Banking Agreement
- Deposit Account Agreement
- Term Deposit Agreement
- *ScotiaCard* Cardholder Agreement
- Overdraft Protection Agreement

# Scotiabank Privacy Agreement

## How we protect your privacy

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

This Privacy Agreement applies to each individual 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 (**“Service(s)”**) including any co-applicant(s), guarantor(s), personal representatives, or an individual who participates in a Scotiabank contest, survey, event or has otherwise provided personal information to us (**“you”** and **“your”**).

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

## In this Privacy Agreement:

**“we”, “our”, “us”** and **“Scotiabank”**, means The Bank of Nova Scotia, or any of its branches, agencies, subsidiaries and affiliates, joint ventures operating globally. Scotiabank includes companies engaged in the following services to the public: 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; and services related to the above such as loyalty programs.

**“Personal Information”** or **“information”** includes information about an identifiable individual, such as contact information, financial and account information, age and gender, identification numbers, income and employment information. This may include information provided by the individual or collected by Scotiabank from the use of its products and services, third parties or public sources, and includes information in any format, including digital formats.

## Collecting, Using and Disclosing 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 for your Personal Information where Scotiabank operates.

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## What We Collect from You

- When you apply for, or provide a guarantee in respect of, or use any Service and while you are our customer, or when you participate in a survey, promotion or contest with Scotiabank or otherwise provide us with your Personal Information, you agree we may collect your Personal Information, including but not limited to: your full name and contact details (such as address, telephone and mobile number, email address), National Identification Number (where applicable), date of birth, occupation and the nature and type of business you operate (if applicable), which may be required by law in many of the jurisdictions that Scotiabank does business;
- Government-issued identification, 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, liabilities and credit history;
- Information about your transactions, including payment history, Account activity, how you intend to use the Account, Certificates of Deposits, Term Deposits, 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, such as asking you for health information if you are applying for certain insurance products. In some instances, providing this information is optional;
- Information about third parties such as your spouse if you are applying for certain Services, where this information is required by law; and
- Information about beneficial owners, intermediaries and other third parties where this information is required by law.

For legal entities such as corporations, partnerships, trusts, estates, organizations, joint ventures or clubs (including investment clubs) or other organizations, we may collect the information referred to above for authorized persons, including, without limitation signatories, officers, partners, trustees, executors and club members, 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 online or mobile banking), we may collect information about your computer or device, operating system, internet connection or telephone account, settings, IP address, device locational data, 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, so we can provide or enhance digital functionality and banking options, 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.

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.

### **How we Use and Disclose Your Information**

We may collect your Personal Information, and use it and disclose it to any person or organization, including any member of Scotiabank, 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 on-going services;
- To provide you with various options for applying for and accessing Services;
- To meet our legal and regulatory requirements, including the requirements of any self-regulatory organization 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 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 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 and disclose such information strictly for that purpose. (See below for more information).

<b>Third</b>	<b>Party</b>	<b>Service</b>	<b>Providers</b>
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We do not provide directly all the Services related to your relationship with us. We may use third party service providers (including affiliates) to process or handle Personal Information on our behalf and to assist us with various services such as printing, postal and electronic mail distribution, data processing and analytics, marketing (including by telephone and electronic means), and providing customer support and you acknowledge and agree that we can release personal information about you to them.

When Personal Information is provided to third parties, Scotiabank will take the necessary measures to protect the Personal Information they receive from us in a manner that is consistent with our policies and practices, and that such information will only be used for its identified purposes.

**International Transfer/Outsourcing of Personal Information**

Our affiliates and service providers may be located in different jurisdictions than your home jurisdiction. We may share your Personal Information with our services providers, branches, subsidiaries and affiliates operating outside of your home jurisdiction for any of the purposes set out above. This means that your Personal Information may be disclosed to regulatory authorities in accordance with the laws of these jurisdictions. You understand and agree that your Personal Information may be transferred to and collected, used, disclosed or stored in jurisdictions outside of the jurisdiction in which you reside.

**Verifying Your Identity**

You agree that we may collect, use and disclose your social security number or any other type of national, tax or other government-issued personal identification number or information, where permitted by law, for income tax reporting purposes and to fulfil other regulatory requirements, as required by law. In addition, we may also collect, use and disclose this information to verify and report credit information to credit bureaus and credit reporting agencies as well as to confirm your identity, where permitted by law. This allows us to keep your Personal Information separate from that of other customers, particularly those with similar names, and helps maintain the integrity and accuracy of your Personal Information. 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 disclosed to 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.

We may verify relevant information you give us with your employer, your references or other reliable independent sources, and you authorize any person whom we contact in this regard to provide such 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 private 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.

### **Marketing Purposes**

We may analyze and use your information to better understand your use of our Services and to identify other products, services or offers from Scotiabank or select third parties that may be of interest to you, and may share your information within Scotiabank for these purposes. Unless you opt out, we may also use and share your contact information within Scotiabank so that we and our affiliates may contact you directly to tell you about products, services, offers, promotions, events and other valuable information from Scotiabank and select third parties, including via mail, telephone, SMS, text messaging, email or other electronic channels. This consent will also apply to any companies that form a part of Scotiabank in the future. We will never share your information with third parties outside of Scotiabank for marketing purposes without your express consent.

If you have a Service with us, you agree 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. We may also do this after the service has ended.

You may withdraw your consent to the use and disclosure of your Personal Information for the above marketing purposes at any time (see below).

### **Recording and Monitoring**

We monitor the account(s), certificate(s) of deposit, and term deposit(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. We may also share your information within Scotiabank for these purposes, including investigating unusual or suspicious activity and, if necessary, reporting such activity to law enforcement agencies.

We may, with notice and consent where required, also monitor, record, and retain any telephone call or electronic communication we have with you. This is done to establish an accurate record of the information you provide, ensure that your instructions are followed properly, ensure customer service levels are maintained, resolve complaints and disputes, and for training purposes. Records of calls and electronic communications are destroyed when they are no longer required for business or other purposes, and any Personal Information is safeguarded in accordance with this Agreement.

You agree that a copy of a permanent business record(s) (in any form, including microfilm, photocopy, CD-ROM or image) or any communication with you may be substituted for the original of such document. You agree 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.

### **Use and Disclosure of Information for Specific Products and Services Credit Cards, Mortgages, Loans and other Credit Products**

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 agree that we may obtain, use, verify, share and exchange credit and other information (except health information) about you with others 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 agree that, we may do this throughout the relationship we have with you and you also authorize any person whom we contact in this regard to provide such information to us and we can continue to disclose your Personal Information to credit bureaus even after the loan or credit facility has been retired and, subject to applicable law, you may not withdraw your consent to our doingso.

If you have a Service with us such as a *ScotiaCard*, credit card or line of credit product, you agree 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.

If you have a mortgage account with us, if applicable we may give information about you, including credit information, to government mortgage insurers for any purpose related to mortgage insurance. Information retained by government mortgage insurers may be subject to access to information and privacy legislation.



## **Insurance Products (Only applicable in countries where we are legally entitled to offer insurance services to you)**

Subject to applicable legal requirements, when you apply for, enroll in or sign an application in respect of or accept an insurance service from us, you agree that we may use, give to, obtain, verify, share and exchange information about you with third parties including references you have provided, hospitals and health practitioners, government health insurance plans, other insurers, medical information and insurance service bureaus, law enforcement representatives, private investigators, and 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 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.

## **Disclosure in the Event of a Sale**

If we sell a company or a portion of the business or assets of The Bank of Nova Scotia or any affiliate, you agree that we may release your information to the purchaser, including prior to the sale. We will require any purchaser to protect the information we share, and to use it in a manner that is consistent with Scotiabank privacy policies and practices.

## **Safeguarding of Personal Information**

The information that we collect is used strictly for Scotiabank's business purposes. Our employees' access to your records is restricted and limited to facilitate the business or provide ongoing customer service. We permit authorized employees, trained in the proper handling of Personal Information, to have access to your records on a need to know basis and only for these purposes.

We have adopted and implemented physical, electronic and procedural safeguards and security practices to protect your information against loss, theft and unauthorized access.

## **Retention of Personal Information**

You agree 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 of Personal Information**

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

## **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 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.

You may inform us at any time to stop using information about you to promote our Services or the products and services of third parties we select. 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 with or by contacting your local Customer Support Team (see contact details below under “Contact Us” section).

## **Changes to this Privacy Agreement**

You agree that we can amend, modify, change or replace this Privacy Agreement at any time to take into consideration changes in laws and regulations, our practices or to address other issues. 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 or your *Scotia OnLine* portal;
- 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 your local newspaper.

We consider you to have received the written notice:

- a) On the same day that it was sent if sent by fax or by Electronic Communication;
- b) On the day it was hand delivered;
- c) 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;
- d) Printed in your statement;
- e) On the fifth (5th) calendar day if sent by regular mail. However, if your address is in The Bahamas, Guyana, Antigua and Barbuda, or Barbados, , we consider you to have received the notice on the fourteenth (14th) day of it being mailed; or
- f) Thirty days after notice has been published in your local newspaper.

Your continued use of (including maintenance of funds in) your Account, Certificate of Deposit, Term Deposit or any other Scotiabank Service 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 your Account, Certificate of, Deposit, Term Deposit and/or Services and notify us that you are terminating your respective agreement with us and close the Account(s), Certificate(s) of Deposit and/or Term Deposit account(s) (where permitted).

### **Accessing Your Information**

Subject to legal, regulatory and contractual requirements, you can request to access the Personal Information we hold about you. Much of this information is already accessible by you, for example: through your account statements or bankbook updates; by visiting the branch or office where you regularly do business; by accessing your account online; or through the Customer Contact Centre. However, if you need access to any other information, you must direct your request in writing to the local Country Head's Office or Designate (see contact details below under "Contact Us" section).

In order to process your request, we may ask you for specific details, such as branch and account number, and clarification on the specific information or time period you are requesting access to. Except where prohibited by law, once your identity has been verified and the scope of your request confirmed, within 30 days we will provide you with access to your information except where you are located in Barbados within 21 days, Jamaica or Belize within 14 days or in Bahamas 30 days. If necessary, we will notify you that we require an extension beyond the respective timeframes stipulated above.

Scotiabank may charge you a nominal access fee depending on the nature of your request. We will advise you of the fee, if any, prior to proceeding with your request.

If you have a sensory disability, you may request that your information be made available in an alternative format.

### **Contact Us**

If you have a general question about Scotiabank's privacy policies, please contact the branch or office you deal with or call your local Scotiabank Contact Centre. If your branch or office is not able to resolve your concern to your satisfaction, please escalate to your local Country Head's Office or Designate.

You can access contact details for your country as well as steps to have your concern resolved by visiting our Global website (<https://www.scotiabank.com/ca/en/0,,7764,00.html>) and thereafter, navigating to your respective country's "Contact Us" page.

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# Electronic Communications Banking Agreement

This Electronic Communications Banking Agreement, as amended from time to time, applies to instructions you provide to us, and your agents from whom we accept instructions by telephone, facsimile or e-mail and in this Electronic Communications Banking Agreement you authorize us to act on such instructions. It replaces all prior agreements between you and us regarding instructions you provide to us by telephone, fax, e-mail or any other Electronic Communication. However, it does not replace any other agreement you have with us (now or in the future) for any Account, Term 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, Term Deposit, product or Service continue to apply.

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

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

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, Term Deposits 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 Electronic Communications 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 is requested by you in your instructions.

### **Entering into Agreements through Electronic Communication**

You can opt to apply for and /or enter into agreements for certain personal loans, mortgage products or credit accounts or any other agreement with the Bank through Electronic Communication.

You agree that where such applications and/or agreements require your handwritten signature as proof of your consent and agreement to the terms and conditions thereof, your consent and/or agreement will be indicated and validly given through either of the following methods:

- (i) By sending an e-mail from your e-mail address, contained in our records, approving and/or accepting the contents of the e-mail message or any relevant attachments included (“E-mail Consent”);
- (ii) By responding in the affirmative orally over the telephone (“Voice Consent”);
- (iii) By affixing an electronically scanned version of your handwritten signature to the relevant document(s), or
- (iv) By using your Electronic Signature to access, approve, confirm or accept the terms applicable to any offer, product or Services or any relevant attachments referenced or included (“Electronic Consent”)

You agree that either of these methods listed at (i) - (iv) above, will satisfy any requirement for your original handwritten signature and shall have the same legal effect, validity or enforceability and will be deemed to be your original signature for all purposes. You also agree that:

- The Bank can electronically store your Voice Consent, E-mail Consent, Electronic Consent and any documents that you have affixed your scanned signature to. You agree that these forms of consent/agreement may be reproduced by the Bank and that any such reproduction shall be admissible in evidence as the original itself in any judicial, arbitration or administrative proceedings;
- Agreements entered into through Electronic Communication, may be signed in any number of counterparts and each counterpart shall represent a fully executed original as if signed by both Parties.

### ***General***

We can add, remove or change any of the actions or Electronic Communication methods allowed under this Electronic Communications Banking Agreement from time to time.

This Electronic Communications Banking Agreement will be in effect until you notify us in writing that you want to cancel it.

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# Deposit Account Agreement

## Your contract with us

This Deposit Account Agreement, as amended from time to time, sets out the terms under which we operate 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 an Account.

When you signed the Application for Deposit Services, you acknowledge having received, read and agreed to the following terms and conditions governing your Account(s) and the applicable Rates and Fees Schedule. In addition, you are responsible for:

- any instruction given on the Account(s);
- any request made for service relating to the Account(s); and
- all your liabilities and obligations to us.

If you opened an Account using Electronic Communications or Automated Banking, your use of the Account(s) you applied for will indicate your agreement with the following terms and conditions governing the Account(s).

## Access to your Account

The Account is for your personal banking needs only. You cannot use the Account for business purposes and, subject to applicable law, you cannot assign or transfer your Account to anyone else without getting our written permission first. If you use your Account for business purposes, we can close your Account (or close your Account and open a business account for you with business banking service fees).

We can require you to go to the branch where you maintain your Account to do any transaction.

We may allow you to access your Account and conduct transactions through other channels, such as telephone banking or online banking, subject to the following:

- if your Account is accessed by using your *ScotiaCard* banking card and PIN at an ATM or merchant location, your transactions are also governed by the terms of the *ScotiaCard* Cardholder Agreement.
- if your Account is accessed by telephone, computer or any other electronic access device that we allow, your transactions are also governed by the terms of the Electronic Communications Banking Agreement.

Access to your Account and transactions may be subject to daily limits or other limits set by us. We will tell you the Account limits from time to time.

You acknowledge that nothing in this Deposit Account Agreement or in any Rates and Fees Schedule or in any other agreement between you and us, will prevent us from restricting access to your Account, refusing to release funds in your Account if we are required to do so or if, in our opinion, there is unusual, improper or suspicious activity in your Account or closing your Account for any reason, in our sole and complete discretion.



You agree not to use any Account(s) 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 Deposit Account Agreement and in any other applicable Agreement in accordance with applicable law and that we may comply with any lawful third party demand that we may receive in connection with your Account(s).

## **A few notes about processing your transactions**

### **We may put a hold on your funds.**

Cheques and other Instruments presented for cash or deposit to your Account may not always be cashed right away. We may place a hold on funds to ensure that the financial institution on which the cheque or Instrument is drawn will not return the item.

A hold, however, provides no guarantee that a cheque or Instrument will not be returned as invalid or otherwise after the hold period has expired. Ultimately, you are responsible to us for any cheque, item or Instrument that you deposit that is returned to us, regardless of whether any hold period has expired.

The length of time you have dealt with the Scotiabank branch, the amount of funds already in your Account, local and international clearing arrangements, and the amount and characteristics of the item, cheque or Instrument being deposited may all influence whether the funds will be held, and the length of the hold period.

For immediate access to the proceeds of a deposited cheque (up to a pre-authorized limit), please contact your branch and ask about the availability of our cash back feature on your *ScotiaCard*.

Electronic and telephone transfers received for deposit to your Account(s) are subject to our verification of source of funds. A hold may be placed on any such transferred funds until we complete the verification.

Please note that some cheques or Instruments may be sent on “collection” meaning that the funds will be credited to your Account only if and when the cheque or Instrument clears the other financial institution and the funds have been received by Scotiabank.

### **Cheques you deposit may be returned**

U.S. federal law entitled the Check 21 Act allows U.S. banks to remove an original paper cheque from the cheque payment system, capture its image electronically and destroy the original item. As a result, if you negotiate a U.S. dollar cheque that is processed through the U.S. cheque payment system and it is subsequently returned, you might receive a paper reproduction of the electronic image, a “substitute check”, instead of the original paper cheque.

Under U.S. law, a substitute check is the legal equivalent of the original cheque, provided that it meets the conditions prescribed under the Check 21 Act.

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

**Account closed:** The account on which the cheque is drawn is closed.

**Altered cheque:** The owner of the account on which the cheque is drawn says the cheque has been altered without authorization.

**Counterfeit cheque:** The owner of the account on which the cheque is drawn denies issuing the cheque.

**Irregular signature:** The signature on the face of the cheque does not match the usual signature of the person that it purports to be.

**Forged endorsement:** The signature of the endorser (payee) on the back of the cheque is not the signature of the person that it purports to be.

**Forged signature:** The signature on the face of the cheque is not the signature of the person that it purports to be.

**Funds not cleared:** A “hold” has been placed on funds in the account on which the cheque is drawn.

**NSF:** Non-sufficient funds means there is not enough money in the account on which the cheque is drawn.

**Payment stopped:** The owner of the account on which the cheque is drawn has requested the cheque not be paid.

**Postdated:** The date on the cheque is in the future.

**Stale dated:** The date on the cheque is 6 months or older.

**Words and figures differ:** The written and numerical amounts on the cheque don't match.

### **Issuing a stop payment on a cheque**

You can only stop payment of a cheque before it has been presented for payment and if the cheque hasn't already been negotiated. If the cheque or item has been certified or if payment has been guaranteed (e.g. bank draft or manager's cheque) you cannot stop payment.

If we act upon your request to stop payment, you agree to pay any costs and expenses incurred to do so. Please refer to the Rates and Fees Schedule for the amount of the stop payment fee.

## **Foreign exchange and foreign currency Accounts**

If you deposit a cheque or item that was drawn in a foreign currency and the cheque or item is returned to us, you will be responsible to repay to us the local currency equivalent of that cheque or item at the time that it is returned to us.

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

## **Foreign currency Accounts**

If your Account with us is a foreign currency Account, we can use any third party to act as your agent for any instruction, funds transfer or other transactions for your Account. 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.

## **General Terms and Conditions Applicable to All Personal Deposit Accounts**

### **Your Account obligations**

You must:

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

You agree to take all reasonable precautions to maintain the security and integrity of your Account. You also agree to maintain systems, procedures and controls to effectively prevent and detect:

- theft of funds and Instruments;
- forged, fraudulent and unauthorized transactions; and
- losses due to fraud, forgery, unauthorized access to the Account(s) or Service(s) or other improper or unlawful actions.

Without limiting the foregoing, you will:

- complete all cheques you issue so that they are not easy to alter;
- ensure all cheques that you issue are numbered sequentially;
- ensure that all cheques are secured in the same way as large amounts of cash;
- ensure that cheque imprinters, facsimile signature devices and other equipment that might be used in giving instructions are effectively secured when not in use;
- ensure that access to passwords, procedures and other information required for giving instructions is not shared with or disclosed to anyone;
- diligently supervise and monitor the conduct and activities of all other persons having any role in the preparation of instructions, security relating to banking functions or other matters relating to your Accounts or Services.

You agree to advise us of any suspicious circumstances that you are aware of about an item for deposit or other transaction in your Account at the time of your instruction to us.

### **Your payment obligations**

You are responsible for settling payment of your instructions. Unless you have made specific arrangements with us, you will ensure that your Accounts 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; and
- any outstanding authorizations we have given to third parties on your behalf such as merchants and retailers for any of your Card, credit card and debit (POS) transactions and any Automated Banking Services transactions.

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 instruction.

We can process your payment instructions and any charges to your Account in any order convenient to us. Where more than one instruction is presented for payment on your Account, the order of processing may affect whether an instruction is honoured if there are insufficient cleared funds in the Account.

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 settlement. These rules affect our ability to honour 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 acknowledge that we may delay crediting your Account until we receive the cleared funds for the instruction.

In certain countries, customers can only draw cheques on their Accounts or on accounts held at other financial institutions and deposit items to their Accounts that are encoded with magnetic ink character recognition, or “MICR” and that are not damaged or mutilated.

You agree to pay (and we can deduct) from this Account any fees (including monthly fees), service charges and any additional service charges associated with the Account.

You also agree that we can deduct from this Account or any other Account you maintain with us:

- any debt, liability, obligation or any amount including fees, charges, costs and expenses that you or any of you (in the case of a joint Account) owe to us or owe 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, 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 and for which we do not receive settlement for any reason whatsoever (including insufficient funds, account closed, funds not cleared, irregular signature, fraud, loss or endorsement error) together with all related costs;
- the amount of any counterfeit or otherwise invalid currency deposited or transferred to your Accounts; 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 any Deposit Account Agreement or any other agreement you have entered into with us; (ii) to any of the cheques drawn against your Account; (iii) to any Instrument you deposit in your Account or that we negotiate on your behalf; or (iv) to any foreign currency transaction we process on your behalf.

If any of the above-described deductions create or increase an overdraft in your Account, you are still responsible for each charge, debit or liability until you pay us in full. You promise to pay us on request, the amount of any overdraft along with your overdraft charges then current.

We can at any time without prior notice refuse to honour 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.

We may, in our discretion, allow instructions to be given on your Account in a currency other than the currency of the Account. If we do so, we may sell to you or purchase from you the amount of the other currency required to settle your instruction. The sale or purchase (as the case may be) will be at our customer rate of exchange in effect at the time. Any costs for this exchange will be added to the sale amount payable by you or deducted from the purchase amount otherwise payable to you. We will charge the resulting total sale amount or credit the resulting net purchase amount to your Account.

We may at any time, without prior notice to you, apply any credit balance you have in any Account 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). This right is in addition to any other rights that we may have with respect to set-off or combining accounts.

**Processing of transactions**

You acknowledge that any transaction you make on a Business Day, such as a deposit, withdrawal, payment, stop-payment or transfer may not be processed by us on the same Business Day.

If you are making payments or transferring funds to another party, you acknowledge that there may be additional processing delays imposed by other parties on that payment or transfer and that are beyond our control. You are responsible for finding out what processing delays apply to any transaction and for allowing enough time prior to the transaction. We will not be responsible for any losses resulting from problems or disputes arising from a delay in the transaction. You agree to settle any dispute you may have directly with the party concerned.

**Where deposits are payable**

The amount of any debt owing by us by reason of a deposit in your Account(s) is payable only at the branch where you maintain the Account(s). 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 or be paid at any other branch other than the branch where you maintain the Account.

While we may allow you (either occasionally or as a regular practice) to withdraw monies and perform other banking transactions at another Scotiabank branch through any branch banking, designated ATMs, Scotia OnLine, Scotia mobile banking, TeleScotia, or through any other automated payment or banking system or channels we may allow, this privilege is subject to restrictions and we reserve the right to limit, modify, cancel or remove any of these services or privileges in our sole discretion.

We may require you to give us up to ten (10) days' notice before you make a withdrawal.

The Bank will not take any responsibility for or be liable to you or any other person for any reduction in any Account(s) due to taxes, depreciation in the value of the funds credited to the Account, 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 the control of the Bank 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 the Bank's employees or agents or disrupts the Bank's 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(s) is maintained and the assets of such branch.

### **Adjustments to your Account**

We can debit your Account or any other account you have with us if any cheque, Instrument or item you have negotiated is dishonoured, not paid or paid but subsequently returned to us unpaid for any reason whatsoever whether or not it creates or increases an overdraft (including if your Account results in it being overdrawn in excess of your overdraft limit) and even if we allowed you to make a payment or to take cash against the cheque, Instrument or item.

We can also adjust any of your Accounts to correct amounts credited to your Account by mistake or to correct amounts paid to you in cash for an item that was subsequently returned to us unpaid.

### **Undeliverable paper Account statements**

If you have selected a paper Account statement delivery option and an Account statement is returned to us as "undeliverable", no further statements will be sent to you until you provide us with a current mailing address. Until the time you provide us with a current mailing address, you agree to use *Scotia OnLine*, *TeleScotia* or a Scotiabank ATM at least once every thirty (30) days in order to verify your Account transactions.

### **Alternative Account statement delivery agreement**

Where available, if you have indicated to us that you agree to receive your Account statements or other statements through alternative means (e.g. *Scotia OnLine*), you acknowledge and agree that you will not receive any paper Account statements in the mail.

If we deliver your Account statement by means of *Scotia OnLine*, we will only be required to post each of your Account transactions for a period of thirty (30) days, however in most countries, monthly account statements will be available through *Scotia OnLine* for a certain number of months. If you want to keep a permanent copy of such account statements, you should save them in hard copy or electronic format.



### **Inactive Accounts**

Your Account will be considered inactive if you do not complete a transaction within the period documented in the country where your Account is Domiciled. Inactive Accounts cannot be accessed directly through any Automated Banking Services or through any other Scotiabankbranch.

If your Account becomes inactive, you may reactivate it by either signing into *Scotia OnLine* and completing an online transfer from one of your active accounts to the Inactive Account or by visiting the branch you opened the account, providing them with acceptable proof of your identity and address and ask that the account be reactivated.

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

### **Pre-authorized debits**

You may arrange for another party to have pre-authorized payments withdrawn from an Account on a regular basis. You must contact the other party directly to cancel any such arrangement.

### **Bill payment instructions**

If you give us instructions to make payments to third parties, including instructions to pay any bill or invoice, you acknowledge that the instructions will result in funds being withdrawn from your Account on the date the instructions are given or at a later date (in the case of post-dated payments).

You acknowledge that third parties may not treat payments as being received as of the date the instructions are given (or on the later date in the case of post-dated payments). We will not be responsible for any losses resulting from problems or disputes such as a third party not crediting you for a payment for any reason (even if that third party is no longer included on your payee list), charging you a late fee(s) or interest penalties, not supplying goods or services purchased or supplying goods or services that are not suitable. You agree to settle your dispute directly with that third party.

You are responsible for ensuring that all payee information (including account numbers, payee names or email addresses) required by us to complete your payment instructions to a third party is accurate at all times. We may, without notice, update your payee information, including account numbers, payee names or email addresses, if we are informed of a change by that third party or if we think it is necessary.

We may, in our complete discretion and without notice to you, decline or refuse to act on an instruction given or purported to be given by you, including instructions relating to post-dated payments or if we believe that you or the recipient of any payment is engaging in fraudulent, unlawful or improper activity or that an error or mistake has occurred.

We may, in our complete discretion and without notice to you, remove a third party from the list of payees to whom you may make a payment through us.

### **Limits of our liability**

We are not liable to you for any loss, damage or inconvenience you suffer in connection with your Accounts 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 other provisions of this Deposit Account 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;
- 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 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 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, unless you prove: (i) it was made by a person who was at no time your director, officer, employee, agent or contractor; and (ii) its occurrence was unavoidable despite you having complied with all of your obligations under this Deposit Account Agreement and was otherwise beyond your control;
- 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.

**UNDER NO CIRCUMSTANCES WILL WE BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OR LOSSES IN CONNECTION WITH YOUR ACCOUNT OR THE PROVISION 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 OR AGENTS OR REPRESENTATIVES.**

**NOTHING IN THIS “LIMITS OF OUR 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 DEPOSIT ACCOUNT AGREEMENT OR BOOKLET OR LIMIT ANY RIGHTS WE HAVE UNDER ANY OTHER PROVISION OF THIS DEPOSIT ACCOUNT AGREEMENT OR BOOKLET OR AS OTHERWISE PROVIDED BY LAW.**

### **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 honoured, processed, negotiated, settled, changed, cancelled, reversed or refused;
- your failure to properly provide information or comply with this Deposit Account Agreement or any service agreement;
- our compliance with any lawful demand by a third party relating to the operation of your Account 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.

### **Governing law**

Your Account(s) and this Deposit Account Agreement and any applicable Rates and Fees Schedule provided to you are governed by the laws of the country where your Account is Domiciled.

# Term Deposit Agreement

## Your contract with us

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

The terms in the Term Deposit Confirmation are in addition to the terms in this booklet and in this Term Deposit Agreement and they apply to you to the extent they do not conflict. If there is a conflict between the terms set out in the Term Deposit Confirmation and any term in this booklet or Term Deposit Agreement, the terms of the Term Deposit Confirmation shall prevail to the extent necessary to resolve the conflict.

When you signed the Term Deposit Confirmation, you acknowledged having received, read and agreed to the terms and conditions in this Term Deposit Agreement which govern your Term Deposit (as applicable) and the applicable Rates and Fees Schedule. In addition, you are responsible for:

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

If, where applicable, you opened a Term Deposit using Electronic Communication or through electronic means including over the telephone or through *Scotia Online* (where available), your use of the Term Deposit account (as applicable) or our issuing you a Term Deposit Confirmation mean that you agree with the following terms and conditions governing the Term Deposit(s).

## General information and terms and conditions that apply to all Term Deposits

Depending on the country in which your Term Deposit is Domiciled, the Bank may offer a variety of Term Deposits with different features and terms. Not all Term Deposit products and terms are available in every country. Minimum amount requirements apply to purchase a Term Deposit and other terms and conditions may vary depending on the type of Term Deposit and the country in which your Term Deposit account is Domiciled. Please refer to your branch or the Rates and Fees Schedule for the types of Term Deposits, the various terms and for the minimum amount requirements for the Term Deposit and products we offer in your local jurisdiction.

## **Access to your Account(s) and Term Deposit(s)**

Access to your Account and transactions 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 Account, or Term Deposit to do any transaction relating to your Account, or Term Deposit.

Where available, we may allow you access to your Account, or Term Deposit account and conduct transactions through other channels, such as telephone banking or online banking, subject to the following:

- if your Account, or Term Deposit account is accessed by using your *ScotiaCard* and personal identification number (PIN), your transactions are also governed by the terms of the *ScotiaCard* Cardholder Agreement contained in this booklet; and
- if your Account, Term Deposit account is accessed by telephone, computer or any other electronic access device that we allow, your transactions are also governed by the terms of the Electronic Communications Banking Agreement contained in this booklet.

You acknowledge that nothing in this Term Deposit Agreement, in the Term Deposit Confirmation or in any Rates and Fees Schedule or in any other agreement between you and us, will prevent us from restricting access to your Account(s), or Term Deposit account(s), refusing to release funds in your Account(s), or Term Deposit account(s) if we are required to do so or if, in our opinion, there is unusual, improper or suspicious activity in your Account(s), or Term Deposit account(s) or closing your Account(s), or Term Deposit(s) for any reason, in our sole and complete discretion.

## **Your Term Deposit account obligations**

You must:

- 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.

You agree to take all reasonable precautions to maintain the security and integrity of your Term Deposit account(s). You also agree to maintain systems, procedures and controls to effectively prevent and detect:

- theft of funds and Instruments;
- forged, fraudulent and unauthorized transactions; and
- losses due to fraud, forgery, unauthorized access to the Term Deposit account(s), or Service(s) or other improper or unlawful actions.

Without limiting the foregoing, you will:

- ensure that access to passwords, procedures and other information required for giving instructions is not shared with or disclosed to anyone; and
- diligently supervise and monitor the conduct and activities of all other persons having any role in the preparation of instructions, security relating to banking functions or other matters relating to your Term Deposit account(s), Certificate of Deposit account(s) or Service(s).

You agree to advise us of any suspicious circumstances that you are aware of about an item for deposit or other transaction involving your Term Deposit(s) at the time of your instruction to us.

### **Term 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; and
- any outstanding authorizations we have given to third parties on your behalf such as merchants and retailers for any of your Card, credit card and debit (POS) transactions and any Automated Banking Services transactions.

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 settlement. These rules affect our ability to honour 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 Term Deposit until we receive the cleared funds for the instruction.

In certain countries, customers can only draw cheques on their Accounts and on accounts held at other financial institutions and deposit items to their Accounts that are encoded with magnetic ink character recognition or "MICR" and that are not damaged or mutilated.

In the event an Instrument is used to purchase the Term 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 Term Deposit will be considered non-existent and this Term 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 Term 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 Account, Term Deposit account you maintain with us:

- any fees (including monthly fees), service charges and any additional service charges associated with the Account, Term Deposit, or Service;
- any debt, liability, obligation or any amount including fees, charges, costs and expenses that you or any of you (in the case of a joint Account or joint Term Deposit) owe to us or owe 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 Term 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, Term Deposit account 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 Term 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 Term Deposit Agreement, or any other agreement you have entered into with us, (ii) to any of the cheques drawn against your Account, to any Instrument you deposit in your Account or that we negotiate on your behalf, or (iv) to any foreign currency transaction we process on your behalf.

If any of the above described deductions create or increase an overdraft in your Account, you are still responsible for each charge, debit or liability until you pay us in full. You promise to pay us on request, the amount of any overdraft along with your overdraft charges then current.

We can at any time without prior notice refuse to honour 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.



## **Interest**

Interest accrues daily on your Term Deposit from the issue date up to the day before the Term Deposit matures. You do not earn any interest for the day the Term 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 Term Deposits 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 maturity date does not fall on a Business Day then the term of the Term Deposit will be extended to the next Business Day and interest will be paid up to the day before the new Term Deposit maturity date.

Compounding of interest (applies to Term Deposits where interest is reinvested only) adds the interest earned, after the first compounding period, to the principal amount of the Term Deposit. For subsequent compounding periods, the interest earned at the end of each compounding period is added to the book value of the Term Deposit (book value equals the principal amount plus compounded interest). This means that interest is earned on the interest. The value of a compounded Term Deposit is paid to you on the maturity date. Depending on the country in which your Term Deposit account is Domiciled and whether the interest earned is to be reinvested (as indicated in your Term 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 Term Deposit paid into your Account monthly, at the sub-term or annually.

For all currencies except US dollars, Dominican Pesos and Euros, interest is calculated by taking the number of days divided by 365 x the interest rate x the principal value. For US dollars, Dominican Pesos and Euros, interest is calculated by taking the number of days divided by 360 x the interest rate x the principal value. In the case of a leap year and if you have a Term Deposit with a term of 1 year or more, you will also earn interest for one additional day. The principal value is the issue amount plus any interest that has been compounded on prior anniversaries. Interest is accrued daily on your Term 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 Term Deposits will be made either by:

- credit to your Scotiabank deposit Account;

Note: the Scotiabank deposit Account must be located in the same country where you purchased or maintain the Term Deposit(s)

- manager's cheque or Bank draft sent by regular mail to the address we have on record or to any other address specified by you in writing; or
- wire payment.

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 wire payment, 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 cheque, Bank draft or by wire payment, the manager's cheque, Bank draft or wire payment will be dated and issued for the day of the actual payment due date.

### **Automatic Renewals**

Maturing Term Deposits 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 Deposit at our then current interest rate(s), unless you are advised otherwise by the Bank in writing, at least thirty (30) days in advance of the Term Deposit maturity date (e.g. should a Term Deposit product no longer be available).

You can give us renewal instructions or "pre-booking" instructions thirty (30) days prior to maturity, up to and including the maturity day of the Term 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 cheque, 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 Term Deposit even if the interest rate is higher at the time your Term Deposit matures.

### **Early Redemption**

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

Cashable Term Deposits cannot be redeemed (either fully or partially) before thirty one (31) days of the issue date. Cashable Term Deposits 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 Term Deposit Confirmation.

Rate Booster Term Deposits 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 Term Deposit at the interest rate for the applicable sub-term as indicated in your Term Deposit Confirmation form without a penalty or fee.

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

**Fixed Term Deposits are not redeemable (either fully or partially) prior to maturity.**

You can obtain more information about the Cashable and Rate Booster Term Deposit products and their early redemption features by referring to your Rates and Fees Schedule.

Note: In some countries, Certificates of Deposit may be fully or partially withdrawn before maturity, subject to penalties for early redemption and subject to certain restrictions on the amount, balance remaining and rate of interest, as set out in the Certificate of Deposit Confirmation form. No interest will be paid on amounts withdrawn within thirty (30) days of deposit.

**Deposit Insurance**

Depending on the country in which your Term Deposit account is Domiciled, your Term 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 visit your country's website or speak with your Scotiabank representative for more details.

**Where Term Deposits Payable**

Term Deposits are payable only at the branch where you maintain the Term 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 Term Deposit be paid at any other branch other than the branch where you maintain the Term Deposit.

**Foreign currency Term Deposits**

If you purchase a Term 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 Term Deposit due to changes in foreign currency exchange rates or for the unavailability of funds due to foreign currency restrictions.

If your Term 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 Term 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 Term Deposit account in a currency other than the currency of the Term Deposit. If we do, and if an instruction on the Term Deposit requires settlement in a currency other than the currency of the Term 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 Term 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 Account, Term 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). This right is in addition to any other rights that we may have with respect to set-off or combining accounts.

### **Limitation of Liability**

We are not liable to you for any loss, damage or inconvenience you suffer in connection with your Account(s), Term Deposit(s) 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 Term Deposit 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 Term Deposit account, or your Account,
- 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 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, unless you prove: (i) it was made by a person who was at no time your director, officer, employee, agent or contractor, and (ii) its occurrence was unavoidable despite your having complied with all of your obligations under this Term Deposit Agreement and in the Term Deposit Confirmation (as applicable) and was otherwise beyond your control,
- 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.

**UNDER NO CIRCUMSTANCES WILL WE BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OR LOSSES IN CONNECTION WITH YOUR ACCOUNT(S), TERM DEPOSIT(S), CERTIFICATE(S) OF DEPOSIT 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.**

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**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 TERM DEPOSIT AGREEMENT OR BOOKLET OR LIMIT ANY RIGHTS WE HAVE UNDER ANY OTHER PROVISION OF THIS TERM DEPOSIT AGREEMENT, THIS BOOKLET OR AS OTHERWISE PROVIDED BY LAW.**

### **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 honoured, processed, negotiated, settled, changed, cancelled, reversed or refused,
- your failure to properly provide information or comply with this Term Deposit Agreement or any service agreement,
- our compliance with any lawful demand by a third party relating to the operation of your Account, or Term Deposit account, 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.

We will not take any responsibility for or be liable to you or any other person for any reduction in any Account, or Term Deposit account due to taxes, depreciation in the value of the funds credited to the Account, or Term Deposit account, 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, Certificate of Deposit or Term Deposit is maintained and the assets of such branch.



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# ScotiaCard Cardholder Agreement

This *ScotiaCard* Cardholder Agreement (“*ScotiaCard* Cardholder Agreement”) sets out the terms that apply to your *ScotiaCard*. It replaces all previous *ScotiaCard* Cardholder Agreements and it applies if we send or provide you a renewal or a replacement *ScotiaCard*.

You agree to use your *ScotiaCard* and Electronic Signature according to the terms of this *ScotiaCard* Cardholder Agreement and any other terms or conditions that we may advise you of from time to time.

**Definitions you need to know in this *ScotiaCard* Cardholder Agreement, “account”** means a deposit account, credit card account or loan account such as a *ScotiaLine* personal line of credit account or *ScotiaLine* Gold personal line of credit account you have with us that can be accessed by using your *ScotiaCard* and your Electronic Signature.

**“*ScotiaCard* Cardholder Agreement”** means this *ScotiaCard* Cardholder Agreement as amended, modified and/or replaced from time to time. The *ScotiaCard* Cardholder Agreement also includes the rates and fees schedule.

**“you” and “your”** mean the person to whom we have issued a *ScotiaCard*. Any terms that have not been defined in this *ScotiaCard* Cardholder Agreement have the same meaning as the terms set out in the section “Terms we use in this booklet and the other Agreements” in page 6.

## **Electronic Signature**

Protecting the security of your card and your Electronic Signature is important. You agree to keep your Electronic Signature confidential and separate from your card at all times. You further agree to select an Electronic Signature that cannot be easily guessed and not use a combination selected from your name, date of birth, telephone number(s), bank account number(s), addresses or identification numbers such as your social security number or national identification number.

**No one but you is permitted to know or use your Electronic Signature. If someone obtains your card and your Electronic Signature in a way that allows them to be used together, you may be liable for their use of your card. Please refer to the “Limitation for Authorized & Unauthorized Use of the Card” section in this *ScotiaCard* Cardholder Agreement for more information regarding when you are liable and when you are not.**

## **Using your *ScotiaCard* banking card**

Upon your request, we will issue a *ScotiaCard* banking card to you, in your name. When you receive the card or any renewal card or if you select a PIN, sign the reverse of the card, activate or use the card or use your *ScotiaCard* banking card number, that means you have received and read this *ScotiaCard* Cardholder Agreement and you agree with its terms and conditions.



Once your *ScotiaCard* is activated, you may access any of the following automated banking services (where available) by using your *ScotiaCard* and your Electronic Signature specific to that service.

### **CHIP cardholders and *ScotiaCard* with an expiry date**

If your card has an expiry date, you must contact the branch where you maintain your account to get a card re-issued before the expiration date indicated on the card. You agree not to use your *ScotiaCard* after the card's expiry date. If it is used, you are liable for all transactions that are incurred.

#### **I. Automated banking services**

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

- designated automated teller machines (ATMs),
- *TeleScotia* telephone banking (automated or agent-assisted),
- debit point of sale (POS) devices that display the logos of any payment network system we may designate from time to time for purchase transactions paid for using your card,
- *Scotia OnLine*, and
- *Scotia* mobile banking.

You can obtain cash advances at designated ATMs from your Scotiabank credit card account, *ScotiaLine* personal line of credit account and *ScotiaLine* Gold personal line of credit account if:

- automated banking services access to these designated accounts has been pre-arranged,
- your accounts are in good standing, and
- your account credit limit will not be exceeded as a result of obtaining the cash advance.

You authorize Scotiabank to accept your instructions given through any of these methods, as if you had given the instructions in writing, for any service request the Bank is prepared to honour, including bill payments, transfers between accounts, transfers to third parties (where available) and any other available automated banking services offered by the Bank from time to time.

You understand that each withdrawal or transfer from your Scotiabank credit card account, *ScotiaLine* personal line of credit account or your *ScotiaLine* Gold personal line of credit account using your *ScotiaCard* is treated as a cash advance under the terms of the Scotiabank credit card cardholder agreement and the Personal Line of Credit Agreement as applicable.

**II. Any branch banking**

You can access your designated account at local Scotiabank branches in the country where your account is maintained by presenting your card, together with your PIN, your passbook, your personalized Scotiabank cheque, or such other identification, as we reasonably require. However, Inactive Accounts cannot be accessed in this manner or through any Automated Banking Services, until reactivated.

**III. POS, phone, mobile, Internet, mail order purchases**

Where available, you may use your Card or your card number to pay for goods and services. When you pay for goods or services using your ScotiaCard banking card number without presenting your ScotiaCard, you will have the same responsibilities as if you had presented your ScotiaCard to a merchant, retailer, business or company and signed a sales draft or receipt or entered your Electronic Signature.

The services referred to in clauses I, II, and III above are collectively referred to in this Agreement as the “service(s)”.

**Transaction charges and fees**

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

- 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 card or your *ScotiaCard* number through any of the services listed above or other designated automatic terminals. The amount of the charges and fees is set out in the rates and fees schedule. A notice of the charges and fees is also available from your branch of account upon request.
- 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 debit point of sale (POS) devices in which the *ScotiaCard* and Electronic Signature have been used. You should contact the other financial institution for the transaction fees or service fees they charge for using their ATMs or debit point of sale (POS) devices.

You acknowledge that the transaction charges and service fees charged for each transaction performed are in addition to any account level service charges that apply to your account(s).

- III. Any stamp duty payable by the Bank or by you with respect to any transaction made using your *ScotiaCard*.

Our fees and charges may change from time to time and we may add new fees and charges. When we change our fees or charges or add new fees or charges, we will notify you of these changes as indicated in the “Adding or changing the terms of this *ScotiaCard* Cardholder Agreement and the rates and fees schedule” section and in accordance with applicable legal requirements. We shall provide you with at least 30 days’ notice before any new fees and charges come into effect.

If your account is held by The Bank of Nova Scotia Jamaica Limited, we shall provide you with at least 45 days' notice before any changes to fees charges come into effect.

### **Transaction**

### **limits**

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

Cumulative limits (e.g. daily, weekly or per transaction) vary from country to country and notice of such limits is available in our branches upon request.

### **Transaction records/confirmation numbers**

At the completion of each branch or automated banking service transaction, you will be given a printed copy of a transaction record or a reference number, unless otherwise requested. If your *ScotiaCard* and Electronic Signature are used for a direct point of sale (POS) transaction, we may arrange for a third party, such as a merchant, to give you the transaction record.

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

### **Accepting our records**

Our records as to whether an automated banking service or a branch service transaction has been performed and our determination of the details of that transaction, will be considered correct and binding on you, unless you provide us with evidence to the contrary within sixty (60) days of the date of a disputed transaction.

### **Posting of transactions**

Any automated banking service transaction (excluding automated bill payments) conducted before midnight (12:00 a.m.) local time (in the country where you maintain your account), 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 country where your account is maintained may be posted to your account at a later date.

Any automated bill payment request made on or before the local bill payment cut-off time, Monday through Friday, will be posted to any of your designated account(s) on the day of the transaction. An automated bill payment made after the local bill payment cut-off time, Monday through Friday or anytime on Saturday, Sunday or a holiday will be posted to your designated account on the next Business Day. The cut-off times vary from country to country and are available on the country-specific Scotiabank website or from the branch where you maintain your account.

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* mobile banking 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 involving accounts with insufficient cleared funds at the time of posting will be declined.

For post-dated bill payments and funds transfers, funds will be withdrawn from your designated account on the date that you instruct us to make the payment unless that day is a Saturday, Sunday or a holiday in which case the transaction will be processed the next Business Day.

### **Limitation of liability**

**WE ARE NOT LIABLE TO YOU FOR ANY DELAY, LOSS, DAMAGE OR EXPENSE THAT YOU INCUR OR ANY INCONVENIENCE THAT RESULTS FROM OUR PROVIDING OR FAILING TO PROVIDE ANY SERVICE, EXCEPT WHERE SUCH LOSSES RESULT FROM TECHNICAL PROBLEMS, BANK ERRORS OR SYSTEM MALFUNCTIONS FOR WHICH WE ARE SOLELY RESPONSIBLE. ALSO, WE ARE NOT RESPONSIBLE FOR YOUR ACTS OR OMISSIONS OR THOSE OF ANY THIRD PARTY. FURTHERMORE, WE SHALL IN NO WAY BE LIABLE FOR ANY ACCIDENT, ACT OF AGGRESSION, THEFT, LOSS OR DAMAGE YOU MAY SUFFER WHILE USING AUTOMATED BANKING SERVICES OR OTHER SERVICES, WHETHER YOU ARE ON THE BANK OR OTHER PREMISES.**

**WE ARE NOT RESPONSIBLE FOR ANY LOSSES OR DELAYS IN TRANSMISSION OF INSTRUCTIONS ARISING OUT OF THE USE OF ANY ACCESS SERVICE PROVIDER OR CAUSED BY ANY BROWSER SOFTWARE OR THIRD PARTY SOFTWARE. WE ARE NOT RESPONSIBLE FOR ANY SYSTEM DISRUPTIONS INCLUDING DISRUPTIONS CAUSED BY ANY COMPUTER VIRUS, BROWSER SOFTWARE OR RELATED PROBLEMS OR BY ANY ACCESS SERVICE PROVIDER.**

We are not responsible if you give us incorrect instructions or if your payment instructions are not given sufficiently in advance to allow for timely payment.

We are not liable for any deficiencies in the accuracy, completeness, availability or timeliness of any information you provide to us or for any investment or other decision made using this information.

Neither the Bank, any access service provider and any other information provider, make any express or implied representations or warranties concerning the ATM services, *TeleScotia*, *Scotia OnLine* services, *Scotia* mobile banking or Internet browsers including, but not limited to, any representations or warranties of merchantability, fitness for a particular purpose or non-infringement of any third party proprietary rights, unless disclaiming such representations or warranties is prohibited by law.

If your *ScotiaCard* banking card and Electronic Signature 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 from stores, retailers, companies or merchants. We are also not responsible for any problems you have with any bill payment company when you use your card and Electronic Signature to pay a bill. All claims or disputes between you and the store, retailer, company or merchant, including your rights to compensation or any offsetting rights (set-off), shall be settled directly by you with the store, retailer, company or merchant.

We are not liable to you if an ATM or if a store, retailer, company or a merchant does not accept the *ScotiaCard* at any time or if you cannot use your card with your Electronic Signature at any time or for any reason including if we cancel or temporarily de-activate your card or decline to authorize a transaction because we have detected activity in your account or the use of the card that we consider to be unusual.

If a store, retailer, company or merchant issues you a refund, we will credit your designated account with the refunded amount only when we receive a properly issued credit voucher or other appropriate verification or authorization of the refund from the store, retailer, company or merchant.

You are responsible for any errors that result from your having incorrectly provided us with or having selected 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 or transfer, you may not revoke or stop the payment or transfer, except in the case of a post-dated *Scotia OnLine* 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, in 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 calculating the funds available, including any funds, which we may decide, have been credited or debited to your account

We are not obligated to act on any withdrawal instruction from you if sufficient funds, including overdraft facilities, 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 deposits made through branch services or ATM deposits made to your account(s) pending verification.

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

You are responsible for the care and safety of your card and your Electronic Signature.

You agree to:

- always keep your Electronic Signature strictly confidential and never reveal it to anyone including any Scotiabank employee or other financial institution employee, law enforcement agency or even close family members or friends,
- keep your Electronic Signature separate and apart from your card and make a reasonable attempt to hide or disguise the Electronic Signature so that no one else can easily guess that it is a record of your Electronic Signature,
- keep your card in a safe place and never let anyone else use it,
- always make sure that you can see your card at all times when you are using it for a debit point of sale (POS) transaction,
- immediately change your Electronic Signature at the branch where you maintain your account or call us and we will de-activate your card if you suspect that someone knows your Electronic Signature,
- use your free hand or body to shield the entry of your Electronic Signature at ATMs and for other automated banking services, debit point of sale (POS) transactions and other services,
- always remember to take your card and transaction record (if requested) after a transaction is completed,
- regularly update your passbook and check your account statements and balances to verify all transactions have been properly recorded. If entries do not accurately reflect your transaction activities, such as missing or additional transactions, you should contact your branch where you maintain your account(s) or contact us immediately, and
- not to write your PIN on your card; and notify us immediately, by telephone and in writing, of the loss, theft or any unauthorized use of your *ScotiaCard* or Electronic Signature. Your liability will cease only when we receive notice of such loss, theft or unauthorized use.

You must not disclose any other security codes such as passwords, access codes and account numbers that may be used or required for any automated banking services, ABB services or any other services or service transactions.



## **Limitations for authorized and unauthorized use of the *ScotiaCard* banking card**

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

- any use of the ScotiaCard by you or by persons to whom you have made your ScotiaCard and/or Electronic Signature available or who received possession of your ScotiaCard and/or Electronic Signature with your consent,
- any unauthorized use of the ScotiaCard and/or Electronic Signature, where you have made available for use your ScotiaCard and Electronic Signature by keeping them together or in such a manner as to make them available for use, including, without limitation, using the “Save My Card” or “Remember My Card” features 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 ScotiaCard Cardholder 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 Signature, including your PIN, PAC, password or access code after the ScotiaCard has been reported to us as lost or stolen,
- your ScotiaCard banking card is cancelled or expired,
- you have reported to us that another person knows your electronic signature, including your PIN, password or access code,
- where you have been a victim of force or intimidation provided you have not contributed to the loss, or
- fraud or negligence caused by us.

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

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



Until such time as you notify us of the loss, theft, or unauthorized use of your *ScotiaCard* and Electronic Signature, you will be responsible and liable for all withdrawals, payments, transfers from your accounts and any other transactions involving your accounts through any of our ATMs, any other financial institution's ATMs, *TeleScotia*, *Scotia OnLine* or *Scotia* mobile banking 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 and withdrawals up to the maximum daily and weekly limit for debit point of sale (P) transactions which we establish from time to time and for all transfers and payments completed via the *Scotia OnLine*, *Scotia* mobile banking or *TeleScotia* service, if these apply. The limit for debit point of sale (POS) transactions is over and above the maximum daily and weekly ATM withdrawal limit.

You will also be liable for other losses that occur through automated banking services including, but not limited to, your Scotiabank credit card, *ScotiaLine* Gold card and/or *ScotiaLine* personal line of credit account, *ScotiaLine* Gold personal line of credit account and cash advances, collectively called "other losses". You are liable for these other losses if they occur as a result of the authorized or unauthorized use of your *ScotiaCard*, your Electronic Signature or the automated banking services. Note the amount of the loss may exceed your authorized credit limit on your account or your account balance if your account has overdraft protection or if a fraudulent deposit has been made to your account.

#### **Scotiabank credit card and ScotiaLine Gold card accounts liability clause:**

If Scotiabank credit card or *ScotiaLine* Gold card cash advance losses occur through automated banking services, the liability for those losses under this *ScotiaCard* Cardholder Agreement is in addition to the liability you incur under your Scotiabank credit card cardholder agreement and the Personal Line of Credit Agreement as applicable.

#### **Processing foreign currency transactions**

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

If you use your *ScotiaCard* and Electronic Signature for cash withdrawals or to purchase goods or services outside the country in which the *ScotiaCard* was issued, we will convert the amount of the cash withdrawal or purchase using the exchange rate determined by the applicable association, such as Visa International, MasterCard International Incorporated or local debit network, on the day the transaction is posted to your account. This rate may be different from the rate in effect on the date your withdrawal or debit point of sale (POS) transaction occurred.

An additional association or local debit network service fee may apply and will be added to the converted amount, and any additional Scotiabank service fee, as applicable, on the converted amount. We will deduct the total amount from your designated account in the currency of the account. The amount of the fees and charges are set out in the rates and fees schedule. A notice of the fees and charges is also available from your branch of account upon request.

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

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

### **Changing 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 *ScotiaCard* Cardholder Agreement.

We may designate one or more of your accounts for our FastCash service or other services available through ATMs or POS devices. You can cancel or change any designation at any time by letting us know in writing.

### **Cancelling banking services**

We may at any time, without notice, withdraw any ATMs or debit point of sale (POS) devices from use, 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, post-dated bill payments, funds transfers, post-dated transfers, loan payments, enquiries, mini-statements and/or cash advance requests will be processed after cancellation of the automated banking services.

### **Adding or changing the terms of this *ScotiaCard* Cardholder Agreement and the rates and fees schedule**

You acknowledge that we can add, change, modify or replace the terms and conditions of this *ScotiaCard* Cardholder Agreement and the rates and fees schedule from time to time. Notice of additional, amended, modified or replaced terms and conditions may be given to you in any of the ways described in the section “Communicating with each other”.

Your continued use of the account or if you have funds on deposit in the account after we have provided notice or if you continue to use any of the automated banking services or any other service following notice of such change means that you agree to and accept the new terms and conditions of the *ScotiaCard* Cardholder Agreement and the rates and fees schedule (as applicable) as amended, modified and/or replaced.

If you do not agree with any of the changes made you must immediately stop using your *ScotiaCard* banking card and notify us that you are cancelling your card; however you are still responsible for all obligations to us under the *ScotiaCard* Cardholder Agreement until they have been satisfied in full.

### **Settling disputes**

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 you and the bill payment company. We do not verify, nor are we required to verify, that any purpose for which the payment is made has been fulfilled by the bill payment company as a condition of honouring your payment request on your account.

Any dispute you have regarding the services provided under this *ScotiaCard* Cardholder Agreement will normally be resolved within fifteen (15) Business Days after your branch of account is notified in writing of the dispute. If a dispute cannot be resolved within this timeframe, we will provide you with information concerning our dispute resolution process and how long each step will normally take.

### ***ScotiaCard* banking card customer service**

You can use your card to access services at any of the networks displayed on the back of your Card.

### **Other agreements**

All credit agreements and all other banking agreements governing your accounts apply to any and all automated banking service transactions and all other service transactions.

When using your Card to access your credit card accounts, you will be governed in all other respects by the terms of the Scotiabank credit card cardholder agreement.

If there is a conflict between this *ScotiaCard* Cardholder Agreement and the Scotiabank credit card cardholder agreement, the *ScotiaCard* Cardholder Agreement will prevail as it relates to your use of your card and the services contemplated under this *ScotiaCard* Cardholder Agreement.

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<sup>++</sup>*Scotia OnLine* Internet banking capability requires a personal computer, modem and Internet access.

<sup>+++</sup> *Scotia* mobile banking requires an Internet-enabled mobile device. Your wireless carrier's data charges apply in accordance with the terms of the service plan you have with your carrier.

***Scotia OnLine* Internet banking and *Scotia* mobile banking**

*Scotia* mobile banking customers – You understand that there may be important terms and conditions that are displayed only when you click on links or icons. You agree to access and read such terms and conditions and by using *Scotia* mobile banking, such terms and conditions apply to your use of *Scotia* mobile banking.

*Scotia* mobile banking and *Scotia OnLine* Internet banking customers agree that we are authorized to process any instruction or other request we receive under your Electronic Signature in *Scotia OnLine* Internet banking and in *Scotia* mobile banking, and that these procedures are commercially reasonable. The Bank will be responsible for acting only on the instructions or other requests that are sent through *Scotia OnLine* Internet banking and *Scotia* mobile banking (as applicable) when such instructions or requests are actually received by the Bank.

**WE WILL NOT BE LIABLE FOR YOUR USE OR YOUR INABILITY TO USE *SCOTIA ONLINE* INTERNET BANKING WEBSITE OR THE *SCOTIA* MOBILE BANKING WEBSITE.**

**UNDER ABSOLUTELY NO CIRCUMSTANCES WILL WE BE LIABLE EVEN IF WE ARE NEGLIGENT (SUBJECT TO APPLICABLE LAW) FOR ANY LOSS, DAMAGE OR EXPENSE YOU SUFFER INCLUDING, WITHOUT LIMITATION, DIRECT AND INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, AGGRAVATED, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING ANY LOSS OF PROFITS, LOSS OF DATA, LOSS OF INFORMATION, LOSS OF OPPORTUNITY, LOSS OF REVENUES, OR ANY OTHER COMMERCIAL OR ECONOMIC LOSS CAUSED TO YOU, REGARDLESS OF THE CAUSE OF ACTION, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

# Overdraft Protection Agreement

## **Definitions you need to know**

In this Overdraft Protection Agreement, the words “you” and “your” mean the borrower, and if there is more than one borrower, each borrower and co-borrower who signs the Personal Credit Agreement or each joint Account holder with an overdraft protection facility on the joint deposit Account. If more than one person signs the Personal Credit Agreement or if the deposit Account with the overdraft protection facility is in joint names, the obligations set out in it and in this Overdraft Protection Agreement and in this booklet are joint and several. This means each joint deposit Account holder or person who has signed the Personal Credit Agreement is responsible both individually and together for all of the obligations and for the entire debt under the overdraft protection approved for you.

Any terms that have not been defined in this Overdraft Protection Agreement have the same meaning as the terms set out in Part I (Introduction) and the terms set out in the Agreement as applicable.

## **Overdraft protection is a temporary credit facility**

You can use your overdraft protection from the date the overdraft protection facility is approved by us as indicated in the Personal Credit Agreement or in the notice that we provide to you. Your overdraft protection facility is intended for temporary short-term borrowing requirements only. Please see the repayment requirements set out below in the “Payment” section.

## **Overdraft protection as an added feature to your deposit Account(s)**

From time to time, in our sole discretion, we may automatically grant you an overdraft protection facility on your deposit Account(s) with a set maximum overdraft protection credit limit amount. If we do and if you use the overdraft protection facility, that means you agree to be bound by the terms and conditions in this Overdraft Protection Agreement, the Rates and Fees Schedule and the Personal Credit Agreement, as applicable, and as amended, modified and/or replaced from time to time.

We will advise you of your overdraft protection credit limit either verbally at the time you open the deposit Account(s) or in writing if the overdraft protection facility is granted after you have opened the deposit Account(s) with us.

We will provide you with written notice of your overdraft protection credit limit in accordance with legal requirements which may be any of the ways described in the section “Communicating with each other”.

If you want to cancel the overdraft protection credit facility on your deposit Account(s), please contact your Personal Banking Representative or the Contact Centre. However, you are still responsible for all obligations owing to us until they have been satisfied in full.

## **Overdrafts granted in absence of overdraft protection (Ad-hoc or temporary overdraft coverage)**

From time to time, in our sole discretion, we may allow your Account(s) to be overdrawn even though you do not have overdraft protection. We call this ad-hoc or temporary overdraft coverage. Any ad-hoc or temporary overdraft balance is payable in full immediately.

### **Overdraft limit**

You can overdraw the Account(s) up to the limit amount specified in: (i) the Personal Credit Agreement, (ii) the notice we provide to you, (iii) your statement, or any other amount we may allow and designate from time to time.

You can access the overdraft protection facility and overdraw the Account(s) by cheque, pre-authorized payment, ATM, *Scotia OnLine*, *Scotia* mobile banking, or any other method or debit we authorize. We can refuse any cheque, withdrawal, transfer or other debit transaction if the amount would cause your overdraft limit to be exceeded.

### **Payment**

You agree that within thirty (30) days from the day in which the overdraft first occurred (or immediately in the case of ad-hoc or temporary overdraft coverage):

- you will bring your Account into a positive (credit) balance and you must maintain this positive balance for at least 24 hours,
- for dishonoured items, you will pay us the handling charge for each dishonoured item we process on the Account, and all other applicable service charges. Handling charges are treated as overdraft amounts and are charged for each item we process on the account,
- if your overdraft balance is over the authorized credit limit or if we have provided you with an ad-hoc or temporary overdraft coverage, you will pay us:
  - (i) the overdraft interest charge<sup>‡</sup>, AND
  - (ii) the minimum overdraft monthly charge, AND
  - (iii) the overdraft handling charge at the rates and in the amounts set out in your Personal Credit Agreement, in your Rates and Fees Schedule and/or in the notice we provide to you.

**‡ Note:** If you are over your authorized credit limit, your overdraft interest charge will be calculated using:

- (i) your authorized overdraft interest rate, AND **the greater of:**
- (ii) the ad-hoc or temporary overdraft interest rate on the amount in excess of your authorized credit limit, OR
- (iii) the minimum ad-hoc or temporary overdraft charge

For example, if your authorized overdraft credit limit is \$500 and your overdraft balance is \$600, you will be charged overdraft interest on the \$500 at the authorized overdraft interest rate **and the greater of** the overdraft interest charges at the ad-hoc or temporary overdraft interest rate on the over-limit amount of \$100 **or** the minimum ad-hoc or temporary overdraft charge.

‡ If we have provided you with an ad-hoc or temporary overdraft coverage of \$500, you will be charged the greater of the overdraft interest charges at the ad-hoc or temporary overdraft interest rate on the ad-hoc or temporary amount of \$500 or the minimum ad-hoc or temporary overdraft charge.

If your overdraft balance is within your authorized credit limit you will pay us:

- the overdraft interest charge, AND
- the minimum overdraft monthly charge at the rate and in the amounts set out in your Personal Credit Agreement, in your Rates and Fees Schedule and/or in the notice we provide to you.

We can collect the fees and charges from any Account you have with us even if it causes your Account to be overdrawn. If we overdraw your Account to collect any of our fees or charges, overdraft interest charges will apply on the overdrawn amount(s).

### **Interest rates**

The annual interest rate(s) that applies to your overdraft protection facility is disclosed in your Personal Credit Agreement, your Rates and Fees Schedule and/or in the notice we provide to you. The minimum overdraft monthly charge and the overdraft handling charge are disclosed in your Rates and Fees Schedule and/or in the notice we provide to you.

### **How interest is calculated**

We use the daily interest calculation method to calculate the interest on your overdraft protection facility, as described below. Interest charges apply to the entire outstanding overdrawn Account balance from the date the Account became overdrawn until it is repaid in full.

### **Daily interest calculation**

With this method, interest is calculated by multiplying the daily outstanding overdrawn balance on your Account by the Bank's prevailing annual overdraft percentage rate(s),\*\* (as applicable) divided by 360 or 365 days depending on your Account type.\*\*\* This process is repeated for each day your Account is overdrawn, and at the end of the statement period the daily interest calculations are added together in order to determine the total amount of interest owing for that period. If your overdraft remains outstanding in later months from the date it first occurred, we will calculate interest on the entire outstanding overdrawn balance which includes any overdraft interest charges from the previous statement period.

\*\*Please refer to your Personal Credit Agreement, your Rates and Fees Schedule and/or the notice provided to you to determine your annual overdraft percentage rate(s). NB: If you are over your authorized credit limit, the interest calculation methodology indicated in the "Payment" section above will apply.

\*\*\*Please refer to your Rates and Fees Schedule and/or the notice provided to you to determine the number of days (360 or 365) applicable to your Account type and to determine the annual overdraft percentage rate on ad-hoc or temporary overdraft coverage.



## **Delinquency**

If you do not comply with the payment terms described above, we may close your Account and convert your overdraft balance to delinquent demand loan status. Interest payable will be calculated daily and applied to the balance of the demand loan.

## **Terminating the Overdraft Protection Agreement**

Either we or you can terminate this Overdraft Protection Agreement at any time by providing the other party with ten (10) days prior written notice. However, and subject to applicable law, we can terminate this Overdraft Protection Agreement at any time, without prior notice to you, if you fail to comply with any provision of your overdraft protection facility, this Overdraft Protection Agreement or any of the terms in the Agreement.

Termination does not relieve you of any obligations under this Overdraft Protection Agreement, the Personal Credit Agreement, the Agreement or any other agreement you have entered into with us. You are responsible for all debts including the overdraft amount until the entire overdraft amount has been paid to us in full. Regardless of such termination, you are responsible for paying us for all debits and other charges made to the Account following termination.

## ***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, by sending you a notice on your statement, if you receive an Account statement, or as described under the section entitled “Adding or changing the terms of the Agreements and notification of changes”.

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 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<sup>1</sup>.

<sup>1</sup>For customers who choose to close their Account within the 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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**Scotiabank®**

**Personal  
Credit  
Agreement**  
Companion  
Booklet



English Caribbean Region

International Banking  
September 2020

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# PLEASE READ THIS

Please read this Personal Credit Agreement Companion Booklet (“Companion Booklet”) carefully. It contains important agreements, terms and conditions that apply to your loan or credit facility.

For your reference, we have highlighted in the box below some of the important terms found in this Companion Booklet that affect your rights and describe your responsibilities. However this Companion Booklet also contains other terms that apply to both you and us. We encourage you to read and understand this Companion Booklet before signing the Personal Credit Agreement.

By signing the Personal Credit Agreement, you acknowledge having received, read, understood and voluntarily agreed to the terms and conditions in this Companion Booklet.

This Personal Credit Agreement Companion Booklet and the Personal Credit Agreement are legal contracts that supplement each other and are to be read as one document.

**This Companion Booklet should be read along with the Scotiabank Personal Financial Services Agreement which contains terms, conditions, agreements and provisions applicable to all Scotiabank personal banking products and Services which we may provide to you from time to time.**

**The Scotiabank Privacy Agreement (the “Privacy Agreement”) and Scotiabank Electronic Communications Banking Agreement (“Electronic Communications Banking Agreement”) as contained in the Scotiabank Personal Financial Services Agreement, also applies to your banking relationship with us. The Privacy Agreement sets out our information practices, including the type of information we collect from you, how the information is used, and with whom we may share your information. The Scotiabank Electronic Communications Banking Agreement authorizes us to act on instructions you provide to us by telephone, facsimile, e-mail or other electronic banking channels and you agree to be bound by any agreements you enter into with us in reliance on your instructions.**

**From time to time we may change our agreement with you including introducing or changing service fees and charges. However, if we make changes to the agreement we’ll notify you of the changes in accordance with the law in your country. If you continue to use your credit facility, or be indebted to us or continue to use other services where fees or charges have been introduced or changed, that means that you have agreed to, and accept the new terms and conditions.**

If you do not follow the terms and conditions in this Companion Booklet, you are considered to be in default. If you are in default, and subject to applicable law, we may have the right to be paid the balance you owe us by taking any of the following actions: suing you for what you owe, selling or taking possession of the property held as security, or both, appointing a receiver to administer the property, or exercising any other rights we may have.

Please carefully review the parts of this Companion Booklet where we explain what default is and the potential consequences to you and your guarantor (if applicable).

If you are in default under one of your agreements with us, we may consider you to be in default of all of your agreements with us. In this case, all amounts owing to us for all your loans and credit facilities, including principal, interest and other costs and charges will be due and payable to us immediately.

If you are late in making your payment to us or do not follow other terms of the agreement then we can, subject to applicable law, increase your annual interest rate, reduce your credit limit, or both, suspend your credit privileges or close your Credit Account without ending the agreement you have with us.

If your Personal Credit Agreement shows that your loan/credit facility is secured by an "all-monies" mortgage, this means that the mortgage you have granted to us covers all debts you owe to us, now or in the future, up to the principal amount of the mortgage.

This Companion Booklet also contains terms that limit our responsibility to you in certain areas, such as the following:

- where you experience delays, losses, damages or expenses because system problems are encountered or delays occur in transmitting or implementing your instructions,
- if situations occur where you suffer delays, losses, damages or expenses due to a service we have provided or failed to provide, and
- if any errors, omissions or discrepancies occur in your Credit Account(s). We require you to review your statements and records promptly and you must tell us if there are any errors, omissions or discrepancies in your Credit Account within thirty (30) days of the statement date. If there are entries in your Credit Account that you did not authorize (for example because of fraud or forgery) or if there are any other errors, omissions or discrepancies and you did not notify us within thirty (30) days of your statement date then any and all errors, omissions and discrepancies involving your Credit Account(s) will be deemed to be conclusively correct and you will not be able to make a claim against us. This is why it is important for you to verify your statement promptly and carefully.

# Quick Reference Guide

The general provisions in Part II of this Companion Booklet apply to all loans and credit facilities you have with us.

Please refer to the specific parts of this Companion Booklet listed below that apply to your particular credit facility.

<i><b>If you have been approved for</b></i>	<i><b>Please refer to</b></i>
a mortgage Loan	Parts III and IV on pages 16-24, 38, 44
a Personal Loan	Part III on page 25
a personal line of credit	Part III on page 27
overdraft protection	Part III on page 39

If you have granted security to us for your credit facility, please refer to the following parts.

<i><b>Type of security provided as security</b></i>	<i><b>Please refer to</b></i>
Chattel mortgage or Bill of Sale	Part IV on page 45
Funds held on deposit with us	Part IV on page 49
Assignment of life insurance policy (cash surrender value)	Part IV on page 50
Guarantee	Part IV on page 53

Depending on the type of credit facility you have been approved for and in certain situations you may be required to sign and provide us with a separate Security Agreement. If you sign a separate Security Agreement then that separate Security Agreement also forms part of the Personal Credit Agreement and this Companion Booklet.

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# Part I – Introduction

The loan, mortgage loan or other credit facility that you applied for, once approved, is subject to the terms and conditions set out in your Personal Credit Agreement.

## ***Welcome to Scotiabank***

The Personal Credit Agreement when signed together with the terms and conditions contained in this Companion Booklet (as applicable) and the amounts in the Rates and Fees Schedule is your promise to pay us for the loan, mortgage or other credit facility we provide to you.

For loans and mortgages, the Personal Credit Agreement outlines the amount of the loan or mortgage, the payment amount, payment schedule, the interest rate and, where applicable, the security and/or residential mortgage that you granted to us for the loan.

For all other credit facilities such as lines of credit and overdraft protection facilities, the Personal Credit Agreement outlines the authorized limit of the Credit Account, the payment amount, interest rate, and where applicable, the security that you granted to us for the credit facility.

If you have any questions about this Companion Booklet, please contact your branch.

## ***So what's in this Companion Booklet?***

This Companion Booklet is a companion document to the Personal Credit Agreement and contains important terms that form part of your Agreement with us. This Companion Booklet is divided into four parts.

Part I contains the introduction, explains what is in this Companion Booklet and includes a definitions section to ensure that we both understand the terminology that we use in this Companion Booklet.

Part II contains general terms and conditions that apply when you obtain a loan, mortgage loan or other credit facility from us. In addition, we explain your rights and obligations as a borrower or guarantor, and our rights and obligations as a lender, as well as describe the terms that are unique to each type of loan or credit facility you have been approved for.

Part III describes specific terms and conditions about the loan, mortgage loan or other credit facility you have been approved for and includes the Personal Line of Credit Agreement, that applies if you have been approved for a *ScotiaLine*™ personal line of credit or a *ScotiaLine* Gold personal line of credit and the Overdraft Protection Agreement if you have been approved for an overdraft facility on your Scotiabank deposit account.

Part IV describes our Security Agreements. If you have granted security to us in the Personal Credit Agreement, the terms and conditions of the applicable Security Agreement came into effect when you signed the Personal Credit Agreement.

There are several types of Security Agreements, based on the type of security that we accepted from you, and depending on the security you have provided to us, you may be required to sign a separate Security Agreement. If you are required to sign a separate Security Agreement the Security Agreement and/or residential mortgage that you granted to us for the loan also forms part of the Personal Credit Agreement and this Companion Booklet.

We have included each type of Security Agreement in this Companion Booklet except for mortgages for Real Property or immovable property. The mortgage document will be given to you separately either by us, our lawyer (attorney-at-law) or your lawyer (attorney-at-law). There is, however, a short explanation of a mortgage provided for your information.

### ***Terms we use in this Agreement***

We refer to a number of different terms in this Companion Booklet. Below are some of the terms we use and what they mean when they are used throughout this Companion Booklet. We also define some terms in the other agreements that form part of this Companion Booklet.

**“Agreement”** means collectively your Application for Credit, the Personal Credit Agreement, the Personal Financial Services Agreement, the terms and conditions contained in this Companion Booklet that apply to you, the Scotiabank Privacy Agreement, the Rates and Fees Schedule and as applicable, the Personal Line of Credit Agreement, the Overdraft Protection Agreement, the Telephone/Fax/E-mail Banking Agreement, the Security Agreements listed in this Companion Booklet and any separate Security Agreement(s) you may be required to sign, the *ScotiaCard* Cardholder Agreement, any supplement, other schedule, appendices or addenda, notice or other document relating to your loan or credit facility, and any amendments, renewals or replacements to any of these documents or to the Agreement.

**“You” and “your”** mean each person to whom a loan and/or credit facility is granted, and includes any co-borrowers, guarantor(s) and a cardholder.

**“We”, “our”, “us”, “Scotiabank”, and the “Bank”** mean, as applicable, The Bank of Nova Scotia and its branches and subsidiaries and affiliates operating outside of Canada, including but not limited to, its subsidiaries, agencies and branches in the United States, the Caribbean, Central and South America.

**“Scotiabank Group of companies”** means collectively, The Bank of Nova Scotia and all its subsidiaries and affiliates.

## ***Other definitions you need to know***

**“Application for Credit”** means the Application for Credit form as amended, modified and/or replaced from time to time.

**“Automated Banking Services”** means the channels where you can access your designated deposit accounts and Credit Accounts and may, in your country, include:

- 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 Card;
- *Scotia*™ mobile banking,
- *Scotia OnLine*™ Internet banking, and
- *TeleScotia*™ automated telephone banking.

**“Card” or “ScotiaCard Banking Card”** mean the banking card and any renewal or replacement card that we issue to you that has a unique card number and that is used with your Electronic Signature to access Automated Banking Services and your Credit Accounts.

**“Cardholder”** means the person to whom a Card has been issued by the Bank.

**“Cash Advance”** means the withdrawal of cash and/or transfer of funds from your credit card, *ScotiaLine* personal line of credit or *ScotiaLine* Gold personal line of Credit Account(s) to another account regardless of whether that other account is another Scotiabank account.

**“Cheque”** means the Scotiabank credit card cheques, the *ScotiaLine* personal line of credit and/or the *ScotiaLine* Gold personal line of credit cheques that are issued to you for use with your Credit Account.

**“Companion Booklet”** means this Personal Credit Agreement Companion Booklet as amended, modified and/or replaced from time to time.

**“Credit Account”** means, as applicable, a Mastercard® credit card or Visa® credit card account, *ScotiaLine* personal line of credit, *ScotiaLine* Gold personal line of credit and overdraft protection facility on your Scotiabank deposit account.

**“Debit Point of Sale (POS)”** refers to the point or place where a transaction is concluded by a Cardholder with a business, company, merchant or retailer by whatever means and includes, but is not limited to, transactions conducted in person, over the telephone, on the Internet, through a mobile device or by mail order.

**“Debit Point of Sale (POS) Device”** means an electronic device 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 and evidenced by an Electronic Signature.

**“Debit Transactions”** include Cash Advances, Cheques drawn against your deposit accounts and Credit Accounts, bill payments, transfers, withdrawals, pre-authorized payments and any other method of direct payment.

**“Default”** occurs when you fail to comply with any of the terms of this Agreement or any other agreement you have entered into with us including the promise to pay. Refer to Default section on page 12 for full details.

**“Domicile Account”** or **“Domicile Branch”** refers to the country and the branch where your deposit account, Loan account, mortgage and/or Credit Accounts are maintained.

**“Electronic Signature”** refers to each combination of numbers and/or letters selected by you, for your ~~exclusive~~ use, as a means of your authorization to use certain services that are available from us from time to time. Your Electronic Signature includes, but is not limited to:

- (ii) your personal identification number (PIN) used at branches, automated teller machines (ATMs) and POS devices,
- (iii) your personal access code (PAC) for access to *TeleScotia* telephone banking,
- (iv) your written signature at POS devices without PIN pads, or
- (v) security codes such as access codes, security questions (personal verification questions) and answers and passwords for use with *Scotia OnLine* Internet banking and *Scotia* mobile banking, for use in association with your Card.

We treat your Electronic Signature as your authorization whenever it is used with your *ScotiaCard* Banking Card and any instruction received or transaction done using your *ScotiaCard* Banking Card and your Electronic Signature will have the same legal effect as if you signed a written direction to us.

**“Loan”** or **“Personal Loan”** means *Scotia Plan* loans and all other types of Personal Loans we grant to you including, without limitation, bridging loans. *Scotia Plan* loans are also called term loans because they have a fixed time period for repayment.



**“Personal Property”** includes movable property and means (as appropriate):

- all forms of tangible goods, such as a car, boat, aircraft, motorcycle or mobile home (any attachments, accessories, repairs or replacement parts or other equipment placed on the property are considered part of the property),
- mutual funds, bonds, term deposits, guaranteed investment certificates, bank accounts and other specified investments,
- life insurance policy (cash surrender value), and
- can include real or immovable property.

**“PIN”** means the secret and confidential personal identification number you have selected for your *ScotiaCard* Banking Card. The PIN is used in conjunction with your *ScotiaCard* Banking Card to confirm your identity and to authorize transactions performed using your Card.

**“Primary Borrower”** means the principal person or primary applicant that applied for the Loan or credit facility.

**“Property”** includes both Personal Property and Real Property.

**“Rates and Fees Schedule”** means the document that contains the rates and fees for the different Loan and/or credit facility products as amended, modified and/or replaced from time to time. The Rates and Fees Schedule forms part of this Companion Booklet and the Personal Credit Agreement.

**“Real Property”** includes immovable Property and means (as appropriate) real estate Property either land alone or land and improvements, structures, buildings and fixtures.

**“Security Agreement(s)”** refers to the documents identified as Security Agreements in this Companion Booklet. When security is specified in the security granted section and you sign the Personal Credit Agreement, the terms and conditions in this Companion Booklet for that particular Security Agreement come into effect as if you had personally signed and delivered to us a separate document containing those security terms and conditions. Depending on the type of security you have granted to us, we may require you to sign a separate document or Security Agreement. This separate document or Security Agreement is also considered a Security Agreement under this Companion Booklet. The Security Agreement grants us an interest in, lien, mortgage or charge on the Property you granted as security and we may register our interest with the appropriate registry office or government agency. We can also take legal action to own (where permitted by law), or sell the security you have granted if you are in Default on the Loan, mortgage or any other credit facility advanced to you.

**“Service”** means any personal or financial product or service offered by us and may also include insurance and brokerage products or services that are offered by our subsidiaries.

## Part II – General Provisions

### *General Terms and Conditions*

When you signed the Personal Credit Agreement, you acknowledged having received and read this Companion Booklet and that you understand and agree to all of its terms and conditions, including the Scotiabank Privacy Agreement.

The general terms and conditions contained in this part apply to all Loans and credit facilities that we have approved for you (unless specifically excluded or limited by another part or section of this Companion Booklet). Your Application for Credit also forms part of your Agreement with us.

Our Loans and credit facilities are granted to specific individuals for personal use. You cannot use the proceeds of the Loans or credit facilities for business purposes unless we allow it in writing.

We offer a variety of Loans and credit facilities designed to meet your needs. Not all of these products are available in every country. For more information about product or Service availability, contact your branch.

### **Conditions**

When we say a Loan or credit facility has been approved subject to certain conditions, we mean that those conditions must be fulfilled before we will advance funds or allow you to use the Loan or credit facility.

If we request, you agree to provide us with a Certificate of Independent Legal Advice (at your cost and expense) in a form acceptable to us.

### **Who is bound by the Agreement?**

This Agreement, including any Security Agreement(s) or other document you sign, is binding on you, your estate, your heirs, executors, administrators, your personal or legal representatives and any person to whom it is assigned. You cannot assign this Agreement, any Security Agreement(s) or any of the Personal Property covered by the Security Agreement(s) to anyone else without our prior written consent.

If more than one person signed the Personal Credit Agreement, the obligations set out in it and in this Agreement are joint and separate (this is known as joint and several liability). This means each person is fully responsible for the entire debt.

### **Separate agreements**

Each completed portion of the Personal Credit Agreement, together with the related terms, conditions, schedules (as applicable) and the applicable Security Agreements contained in this Companion Booklet, is a separate contract. For example, if both the Personal Loan portion and the personal line of credit portion of the Personal Credit Agreement have been completed this means the Personal Loan portion is a contract and the personal line of credit portion is another contract and if you have granted us security for either or both credit facilities then the Security Agreement is also considered a separate contract.

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If any part of this Agreement is held to be invalid or unenforceable by a court, either completely or in part, the remaining parts of this Agreement will continue to be in full force and effect and binding.

### **Security valuations**

We may conduct or arrange for an inspection and/or appraisal of the Property you agreed to provide to us as security and you agree to pay us for all fees, costs and expenses we incur. Such inspections and appraisals are solely for our lending purposes and are not inspections and/or appraisals made on your behalf and you cannot request nor are you entitled to view or receive from us a copy of the inspection and/or appraisal report(s) unless applicable law provides otherwise.

For new constructions, mortgage advances will be made as outlined in the Personal Credit Agreement. If the purpose of the Loan is for home renovations, we may also require an inspection of the Property before each advance is made.

We reserve the right to hold back funds from any advance we make to you until we are satisfied that you have complied with any retention or other hold back provision of any lien or construction lien laws or other similar laws that may apply in order to protect the priority of the mortgage, as permitted or required by applicable law.

We can deduct from your account or deduct from the Loan proceeds to pay for the appraisal, inspection, surveying fees and all other fees, costs and expenses we incur in obtaining the security valuation.

### **Amending or renewing existing Loans and/or credit facilities**

The Personal Credit Agreement will indicate whether the Loan and/or credit facility that is approved for you is new, or whether it is an amendment, extension, renewal or replacement of an existing Loan and/or credit facility. If it is an amendment, extension, renewal or replacement of an existing Loan or credit facility, the terms and conditions of the Loan(s) or credit facility(ies) that have changed will be described in the Personal Credit Agreement that you signed and/or renewal document you accepted. Subject only to the changes set out in the Personal Credit Agreement and/or renewal document, all other terms and conditions and provisions of your original contract with the Bank for the Loan and/or credit facility remain in full force and effect.

Automatic Renewal Process (applicable to *Scotia Plan*™ Loans and Loans secured by real or immovable Property only. Not applicable in all countries). We may, at the end of the term of your Loan, or your amended Loan, as applicable, and for each term after that, renew your Loan. If we decide to renew your Loan, we will send a notice to you at least thirty (30) days before the end of the term telling you that we will be renewing your Loan.

The notice will tell you: (i) the new term of your Loan, (ii) the new interest rate that will apply for the renewal period, (iii) the new payment amount you will be required to make, and (iv) the new maturity date. If you agree to renew your Loan on the terms in the notice, then no further action is required by you. If you do not pay us the balance outstanding (principal and interest) by the date indicated in the notice, we will consider this to mean that you have agreed to the renewal of your Loan. The notice will be a binding agreement between you and us and does not require your written signature.

If we agree with you to amend certain terms and conditions of your Loan and/or credit facility, you agree that this will not invalidate any interest in or any security, right, charge or lien we hold for the security granted, nor will it affect any of our rights against you or any other person for the recovery of any amounts owing under the Personal Credit Agreement, this Agreement or under any Security Agreement or other document, charge or any other agreement you have entered into with us. In addition, no delay in enforcing any of our rights under the Personal Credit Agreement, this Agreement, any Security Agreement or any other agreement you have entered into with us will act to diminish, cancel or will act as a waiver of our rights or interest.

You agree that we can also add, change or replace any of the terms and conditions of this Agreement from time to time. Notice of additional, amended or replaced terms and conditions will be given to you in accordance with applicable law. See the section “Communicating with you”.

If you do not agree with any of the changes made, you must immediately stop using the Credit Account, Loan account or credit facility and notify us that you are terminating your arrangement with us; however you are still responsible for all obligations to us under the Agreement until they have been satisfied in full.

Your continued use of the Credit Account, Loan account or credit facility or if you continue to be indebted to us after we have provided notice to you, or if you continue to use any of the Automated Banking Services or any other Services following notice of such change means that you agree to and accept the new terms and conditions of the Agreement as amended, modified and/or replaced.

### **Governing law**

The Loan(s) and credit facility(ies) we provide to you and this Agreement shall be exclusively governed by and interpreted in accordance with the laws of the country where your Loan and/or credit facility was obtained. You and we irrevocably agree that the courts of the country where the Loan and/or credit facility was obtained has the power and authority to deal with any claim, action or proceeding and settle disputes that arise out of or in connection with this Agreement. The limitation period for this Agreement, the Personal Credit Agreement and any Loan and/or credit facility granted to you is extended to the longer of six (6) years or whatever period that is allowed by applicable law.

In the following sections, we describe, in general terms, your rights and obligations as a borrower, and our rights and obligations as a lender. These rights and obligations apply generally to all Loans and/or credit facilities you have with us.

We then describe the additional terms and conditions that are specific to the Loan and/or credit facility provided to you.

### **Limitation of liability**

We are not liable to you for any delay, loss, damage or expense that you incur or any inconvenience that results from our providing or failing to provide any service, except where such losses result from technical problems, Bank errors or system malfunctions for which we are solely responsible. Also, we are not responsible for your acts or omissions or those of any third party. Furthermore, we shall in no way be liable for any accident, act of aggression, theft, loss or damage you may suffer while using Automated Banking Services or other Services, whether you are on the Bank or other premises.

We are not responsible for any losses or delays in transmission of instructions arising out of the use of any access service provider or caused by any browser software or third party software. We are not responsible for any system disruptions including disruptions caused by any computer virus, browser software or related problems by any access service provider.

## ***Your Rights & Obligations As A Borrower***

### **Your promise to pay**

When you borrow money from us, use a credit facility, or authorize others to use it, you incur a debt.

Your primary obligation to us is to repay that debt according to the terms and conditions outlined in your Personal Credit Agreement and this Agreement. You agree to make each payment on time in full and you are in Default when you fail to honour any of the terms of the Loan and/or credit facility.

You promise to pay us the full amount of all obligations described in the Personal Credit Agreement, this Companion Booklet, the Rates and Fees Schedule, and any other document(s) or schedule(s) that form part of this Agreement or any other agreement you have with us, including any promissory note(s) that you execute. You also promise to pay the interest on those obligations when due and payable.

The balance owing at end of term assumes all payments are made on the dates specified; you don't miss or skip any payment(s), that no prepayments are made on the mortgage or Loan facility and that the AIR does not change over the term of the Loan. For payroll Loan payments, in situations where the loan payment due date falls on a non-business day (Saturday, Sunday or holiday) the payment will be collected and applied to your credit facility on the previous business day, as long as the necessary funds are available in your deposit account. For regular loan payments, in situations where the Loan payment due date falls on a non-business day (Saturday, Sunday or holiday) and there are adequate funds in your deposit account, the payment will be collected on the payment due date and applied to your credit facility even on a non-business day (Saturday, Sunday or holiday).

## **Interest**

Interest is charged on the Loan and credit facility at the rate set out in the Personal Credit Agreement, automatic renewal notice or in the Rates and Fees Schedule both before and after the final payment date, maturity, default and judgment (where permitted) and until the Loan and/or credit facility has been paid off in full.

## **Fees and charges**

There are a number of fees and charges that may apply to your Loan and credit facility, including, without limitation, over limit fees, late payment fees and overdraft charges. These fees and charges are described in the Personal Credit Agreement that you signed, in this Companion Booklet, and in the Rates and Fees Schedule provided to you when you signed the Personal Credit Agreement. You agree to pay us these fees and charges and you also agree that we can collect these fees and charges from any account you have with us even if it overdraws the account.

Our rates, fees and charges may change from time to time and we may add new fees and charges from time to time. When we change our rates, fees or charges, or add new fees or charges, we will notify you of these changes. We shall provide you with at least 30 days' notice before any new fees and charges come into effect. If your account is held by The Bank of Nova Scotia Jamaica Limited, we shall provide you with at least 45 days' notice before any changes to fees charges come into effect.

We will provide you with notice of these changes in accordance with legal requirements. See the section "Communicating with you" on page 12.

Your continued use of the Credit Account, Loan account or credit facility or if you continue to be indebted to us after we have provided notice to you, or if you continue to use any of the Automated Banking Services or any other Services following notice of such change means that you agree to and accept the new rates, fees and charges as amended, modified and/or replaced.

If you do not agree with any of the changes made, you must immediately stop using the Service and notify us that you are terminating the Service; however you are still responsible for all obligations to us under the Agreement until they have been satisfied in full.

## **Adding to your debt**

If we have to take steps to enforce or realize on the security granted to us or collect any amount you owe to us, you agree that you will pay us for any action we take to collect the amounts due and our reasonable costs, including legal fees and collection costs, that we incur in order to protect or realize on security that you have granted to us.



If you Default under any of the terms of the Personal Credit Agreement, the Security Agreement, the Rates and Fees Schedule, this Agreement or any other agreement you have entered into with us, and we require the services of a third party to enforce any of our rights or to retrieve from you Property we have accepted as security, including any credit card or cheques we have issued to you, you agree that we can add the cost of the retrieval, enforcement and/or legal costs to your debt and to the extent permitted by law we can charge you interest on these costs at the highest rate of interest applicable to your Loan and/or credit facility.

Where applicable, you also promise to pay us the costs of preparing, stamping (where applicable), registering and recording (where appropriate) any Security Agreement or notice with respect to security that we hold or may hold as collateral in support of your obligations, as well as the costs associated with the stamping, registering and recording any discharges of the security once your indebtedness to us has been paid in full.

### **Making payments when mail service is disrupted**

Even when normal mail service is disrupted, you must continue to make payments to us. If appropriate, we will tell you where to do so, and where to pick up your statement (if applicable), by advertising on the radio, television or in newspapers. Your statement will be considered to have been delivered to you on the day it is available for you to pick up, whether you pick it up or not.

### **Insurance**

You have the option of applying for creditor protection insurance on all Loans and credit facilities except overdraft protection. Any creditor protection insurance only applies to the product for which it was designed. The coverage available may vary by product and by country.

### **Changing the Agreement**

Changes can be made to your Loan and/or credit facility as long as you are not in Default under any of the terms and conditions of this Agreement and we agree to the changes in writing.

### **Changing your address or contact information**

You agree to tell us in writing, or by any other means that we may allow, if you change your address, change your home, cellular or business telephone number and e-mail address (if this service is available to you) and you also agree to give us other information that we may need from time to time to keep records up to date.

### **When you communicate with us in writing**

You may have to, or want to, give us written notice for certain types of information or requests. We consider written notice from you to be received by us when it is received by your Domicile Branch or office servicing your Credit Account or Loan account.



## ***Our Rights & Obligations As A Lender***

Any of our subsidiaries or related companies within the Scotiabank Group of companies may act as our agent in any transaction or correspondence for your Loan, mortgage or Credit Account. Dealing with them is the same as dealing with us; however any claims you may have can only be made against the member of the Scotiabank Group of companies that granted your Loan and/or credit facility.

### **Communicating with you**

We consider having given you notice in writing: (i) when we send you the notice by fax transmission, electronic communication including electronic mail, or regular mail, (ii) when we hand deliver it, to the last address we have on file for you, (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, (iv) when we send you text or SMS messages to the mobile number we have for you on file or (v) by any other means that we may allow from time to time.

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, (iv) printed in your statement, and (v) on the fifth (5th) calendar day if sent by regular mail. If your address is in The Bahamas, Guyana, Antigua & Barbuda or Barbados in we consider you to have received the notice on the fourteenth (14th) day of it being mailed.

If there is more than one borrower, we will send the notice to the Primary Borrower only (that is the primary person who applied for the Loan and/or credit facility) at the last address we have on file and we consider notice to the Primary Borrower as having given notice to all of you including any co-borrower(s). As co-borrower, you agree that all notices will be provided to the Primary Borrower and such notices will be deemed to have been received by you when provided to the Primary Borrower. As Primary Borrower, you also agree to give a copy of all notices you have received from us to all co-borrowers.

### **Late payments**

If your payment is not made on the due date, we can withdraw the payment amount (either a partial payment amount or the full payment) from any account(s) you have with us.

### **Default**

We consider you to be in Default on your Loan(s) and/or credit facility(ies) when you fail to honour or comply with any of the terms of your Agreement or any other agreement you have entered into with us, including, without limitation, if:

- any one of you willfully give us untrue or incomplete material information relating to any application or Service we have provided to you during the course of your relationship with us;
- you exceed your credit limit;
- you fail to make a payment or any part of a payment on time ; for example, failure to pay any component of your mortgage loan payment can result in Default, which can include but is not limited to (where applicable): property insurance premium payment, property tax payment, add-on charge repayment plans, credit protection insurance premiums, mortgage principal, mortgage interest, and late payment fees;

- you make a payment to us that is not honoured by your financial institution;
- you fail to comply with any of the terms of any other agreement between you and us, or any other agreement that you have entered into with any other lender, including any Security Agreement;
- you have given us a mortgage on Real Property or an interest in your Personal Property and you transfer or sell any part or grant any security interest in the Real Property or Personal Property or give possession or control of it to anyone else without our prior written permission;
- you fail to maintain the value of the Real Property given as security;
- you fail to maintain adequate insurance coverage or fail to pay any insurance premiums or pay any taxes on the Property held as security when due;
- the Property you have granted to us as security reduces in value to a level we consider unacceptable;
- the Property you have granted to us as security is lost, stolen, destroyed or substantially damaged or seized in any legal proceeding;
- you use your Property granted to us as security or allow it to be used for any illegal purpose(s);
- You use the proceeds from the Loan for any unlawful or fraudulent purposes or otherwise in violation of applicable laws including laws relating to anti- corruption and bribery, money laundering, terrorist financing, economic or trade sanctions.
- If you are engaged in any unlawful purpose or otherwise involved in the violation of any law or regulation including laws relating to anti-corruption and bribery, money laundering, terrorist financing, economic or trade sanctions.
- we obtain information that causes us to believe that you may be unwilling or unable to pay your debts to us or to others on time;
- you become incapacitated or die;
- you file for bankruptcy or take advantage of any law relating to bankruptcy or insolvency or for the relief of debtors;
- a receiver, liquidator or trustee is appointed to manage your Property or the Property you have granted to us as security;
- any guarantee that has been granted to us in support of your Loan and/or credit facility is cancelled or rendered unenforceable for any reason whatsoever;
- a judgment is rendered against you or there is attachment, execution or levy or any other type of recovery or enforcement against you, your estate or against the Property you have granted to us as security; or
- anything else happens that we believe endangers your ability to pay or that we believe endangers the Property in any way.

Under this Agreement and subject to applicable law, if you Default on your Loan and/or credit facility, we have the right to be paid the total outstanding balance immediately, without prior notice or demand, by doing any of the following:

- suing you for what you owe;
- selling or taking possession of the Property held as security;
- both of the above;
- appointing a receiver to administer the Property; and/or
- exercising any other rights we may have.

If any of the events described in this section occur, we have no further obligation to pay any Cheques or make any further advances to you even if you are within your authorized credit limit.

### **Set-off**

We can at any time, without prior notice to you, apply any credit balance you have in any account against any Loan account, Credit Account, credit facility or any other debt or obligation of any kind owing to us or to any Scotiabank Group of companies member (whether or not presently due). This right is in addition to any other rights that we may have regarding set-off or combining accounts.

### **Total balance due**

Default of any Loan, Credit Account, credit facility or Security Agreement under this Agreement is considered Default of all agreements with us. In that case, all amounts owing to us under all Loans, Credit Accounts and credit facilities, including principal, interest and other costs and charges will be due and payable to us immediately.

### **Changing your interest rate and/or credit limit**

The occurrence of late payments, no payments, incomplete payments, or any of the default events listed in the “Default” section above may, subject to applicable law, cause us to increase your annual interest rate and/or reduce your credit limit, suspend your credit privileges or close your Credit Account, Loan account and any other account you have with us with or without terminating the Agreement.

If we decide not to increase your annual interest rate and/or reduce your credit limit, suspend your credit privileges or close your Credit Account and Loan account even though there is a Default, we can increase your annual interest rate and/or reduce your credit limit, suspend your credit privileges or close your Credit Account and Loan account at any time for any subsequent Default. We can, in our discretion, charge reduced default rates or reinstate standard rates for all or selected balances on the Credit Account or Loan account.

We may issue a notice to you about the changes. The notice will be a binding agreement between you and us and may not require a written signature from you. Any such notice shall form part of this Agreement and any other agreement between you and us that relate to your Loan and/or credit facility.

### **Assignment**

We can, subject to applicable law, sell, assign or transfer any Credit Account, Loan account, mortgage or credit facility you have with us and any of our rights and obligations under this Agreement, including any Security Agreement, to one or more third parties without prior notice to you or without your consent.

If we sell, assign or transfer any Credit Account, Loan account, mortgage or credit facility to a third party we, the assignee or the transferee will provide notice to you. If we do, you agree that the Security Agreement shall continue to secure all present and future amounts borrowed under all agreements, including all amounts owing under any Loan or agreement that have been sold, assigned or transferred. The Security Agreement, any agreement and any amount borrowed by you, once sold, assigned or transferred may be repurchased by us, whether or not in Default.

### **Disclosing information**

You agree that we can give information about you in the Personal Credit Agreement, the Security Agreement(s) and in any other agreement(s) including any Credit Account, Loan account or credit facility you have entered into with us to:

- any person to whom we assign your Credit Account, Loan account and/or credit facility;
- a trustee or custodian; or
- any person that acts as a service provider for any Credit Account, Loan account, credit facility or agreement that you have entered into with us.

### **Cancellation of your Loan(s) and/or credit facility(ies)**

We can cancel any of the Loan(s) and/or credit facility(ies) we have approved for you at any time if we find there has been any material change to your financial situation as disclosed to us in your Application for Credit, if you have misrepresented any of the facts in your Application for Credit or any other documentation you or someone else provided to us.

### **Terminating the Agreement**

If the Agreement is terminated for any reason, you are not relieved of any of your obligations existing under the Agreement at the time of the termination until they have been satisfied in full.

# Part III – Loan Products and Credit Facilities

## *Loan Products*

### *Mortgage Loans*

Residential mortgages are available to individuals who qualify, to finance the construction of new homes, to purchase new or existing homes, for renovations and repairs, for refinancing purposes, to purchase a rental property, or to switch an existing mortgage from another financial institution, or for other purposes that we may allow from time to time.

A mortgage is a security created by a document used to register our interest in your Real Property in accordance with the requirements of the applicable land registration system in the country where the Real Property is located.

When we lend you money to purchase Real Property or for other purposes, we will register a mortgage, charge or lien on that Real Property. When the Loan is paid in full, and where applicable we will either provide you with or register (if required by applicable law) a release of our interest in the Real Property which is also referred to as a discharge (or proof of discharge).

If you Default on the Loan, we may be entitled to become owner of the Real Property or we may sell the Real Property to recover the amount owing to us in accordance with the laws of the country where the Real Property is located.

We offer fixed-rate and variable-rate mortgages. However, the type(s) of mortgages that are available, and their features, vary from country to country and in accordance with applicable laws.

### **Payment schedules**

When we lend you money, you must pay it back according to the payment schedule in your Personal Credit Agreement.

You must maintain a personal deposit account with us for the collection of your mortgage/ loan payment(s).

When you sign the agreement for a mortgage Loan, you are promising to repay the mortgage amount plus interest at the annual interest rate stated for the Loan, as described below. In some countries we may require that you establish an automatic payment plan. Your payment, which may include a tax installment, is due on the date and in the frequency indicated in the Personal Credit Agreement and in regular installments thereafter, up to and including the final payment date, which is your maturity date. At that time, the balance of the principal amount, together with all interest and all other costs and charges, shall be due and payable to us.

In some countries, and for some, but not all, of the mortgages we offer, you may pay your mortgage more frequently than monthly by selecting a weekly, bi-weekly or semi-monthly payment frequency. The semi-monthly payment frequency does not accelerate repayment nor save on interest costs. For all payment frequencies, when your first regular mortgage payment is more than one frequency period from your term start date, we will collect from your deposit account the amount of interest owing for the excess number of days.

Regardless of which repayment frequency you choose, each of your payments is applied first to pay credit protection insurance premiums (if applicable), then to any accumulated interest; then to pay the principal; and then to pay any fees outstanding including property insurance premium payment accounts, property tax payment accounts and add-on charge repayment plans, unless otherwise specified in the agreement. If your mortgage is in Default we may require your mortgage payment to be paid on a payment frequency basis that we select.

### **Continuing liability**

Even if you have made a prepayment (for example, by making a principal only payment or a lump sum payment against your mortgage balance) and a balance remains owing on your mortgage after you've made the prepayment, you must continue to make your regularly scheduled loan payments for the entire duration of the mortgage term.

### **Mortgage insurance**

Mortgage default insurance, where required, will only apply to the particular mortgage or Loan insured.

### **Term start date**

The term start date is commonly referred to as the date of the advance. It is the date that your mortgage Loan is 100% advanced and is the date your mortgage term starts.

For a construction progress draw mortgage (during the construction period) the term start date is the day of your first (1st) advance. You must pay interest only payments on the money advanced to you during the construction period starting one (1) month from the first (1st) advance date. Your last interest-only payment will be due on the date the mortgage becomes 100% advanced.

At that time, the total Loan amount plus interest will become due and payable, unless converted as set out in your Personal Credit Agreement approval conditions.

### **Amortization period**

The amortization period for your mortgage Loan is the period of time (in months or years) that it would take you to repay the Loan in equal monthly payments assuming that the interest rate remained the same and all payments are made as agreed throughout the life of the mortgage.

### **Interest rates**

#### **Fixed-rate mortgages (where available)**

The interest rate payable by you on the Loan amount is a fixed rate expressed as a rate per year. The method as to how we calculate interest varies from country to country.

The interest rate that applies to your mortgage, and the method we use to calculate interest, is described in your Personal Credit Agreement.

If you have been granted a fixed-rate mortgage, the interest rate is set or fixed for the period of time (in months or years) set out in your Personal Credit Agreement. We refer to this period of time as the “**term**” of your mortgage Loan.

At the end of the term (referred to as the “**maturity date**”), we may require you to pay the balance owing under the mortgage or we may decide to extend or renew your mortgage balance owing on the maturity date. If we decide to extend or renew your mortgage when it matures, we will send you a notice, renewal document or an automatic renewal notice (as applicable) and, if the mortgage is extended or renewed, the new interest rate will be fixed for a further term as set out in the applicable notice or renewal document.

If upon renewal, the remaining amortization period is five (5) years or less, the mortgage will be renewed for a period that corresponds with the remaining amortization period.

### **Variable-rate mortgages (where available)**

If you have been granted a variable-rate mortgage, this means that the interest rate will vary from time to time. The type of variable-rate mortgage we offer varies from country to country. In some countries, we can change the annual interest rate or residential mortgage rate on your variable-rate mortgage and give you notice and in other countries the annual interest rate on your variable-rate mortgage will fluctuate automatically without prior notice to you because it is tied to changes in our prime rate, base rate, or some other published index rate. We will not automatically notify you of any changes in our prime rate, base rate, mortgage market reference rate or in any other published index rate that is used to calculate the annual interest rate or residential mortgage rate on your variable-rate mortgage. However, you can obtain the prime rate, base rate, mortgage market reference rate or other published index rate (as applicable) at any time by contacting your branch.

If your variable-rate mortgage is based on a prime rate, base rate, mortgage market reference rate or other public index rate plus an adjustment factor or percentage amount or margin, we may also change your adjustment factor or percentage amount or margin. We will notify you in writing if we change your adjustment factor or percentage amount or margin on your mortgage, in accordance with applicable law or the term of your mortgage. The type of variable rate mortgage you have is indicated in your Personal Credit Agreement.

Upon receipt of a notice of a rate change, you will have the following options:

- continue to make your payments at the new interest rate;
- convert your mortgage to a fixed-rate mortgage in accordance with the term options that are available at that time in that country (i.e., three (3) years, five years, or other terms); however, an early payment amount (or interest-rate differential, as applicable) may apply;
- repay the mortgage in full (so long as you provide us with thirty (30) days prior written notice); an early payment amount (or interest-rate differential, as applicable) may apply.



In accordance with the mortgage Loan and applicable legal requirements, the notice will include the new interest rate, the new payment amount, the effective date (i.e. the date the new interest rate and new payment amount come into effect), the previous interest rate and the previous loan payment amount. However, if your mortgage Loan is in arrears by more than one payment period, it will not be converted to the new interest rate.

### **Interest rate calculation**

We use one of two methods to calculate the interest on your mortgage, whether it is a fixed-rate mortgage or a variable-rate mortgage. The method we use to calculate the interest for your mortgage is described in your Personal Credit Agreement.

### **Daily interest calculation**

With this method, interest is calculated by multiplying the daily outstanding principal balance on your Loan account by the annual interest rate to determine the annual interest payable. This amount is multiplied by the number of days since the date of last payment and divided by 360 or 365 as applicable in order to determine the amount of interest owing for the period. Under the daily interest calculation method, interest does not compound or capitalize which means you do not pay interest on the interest.

If you fail to renew, or repay the balance of the total amount you have borrowed at the end of the term, you will pay interest on these amounts until they are renewed or they are paid. Any late payments, extensions or deferred payments will increase your cost of borrowing.

### **Simple interest calculation**

With this method, interest is calculated by multiplying the daily outstanding principal balance on your Loan account by the annual interest rate to determine the annual interest payable. This amount is then divided by 12 months in order to determine the amount of interest owing for the period. Under the simple interest calculation method, interest does not compound or capitalize which means you do not pay interest on the interest.

If you fail to renew, or repay the balance of the total amount you have borrowed at the end of the term, you will pay interest on these amounts until they are renewed or they are paid. Any late payments, extensions or deferred payments will increase your cost of borrowing.

### **Prepaying your mortgage**

Your ability to prepay your mortgage and the terms and conditions under which you can prepay your mortgage may vary from country to country. Your Personal Credit Agreement describes the prepayment terms and conditions that apply to your mortgage.

### **Application of payments**

Regardless of which payment frequency you choose, we apply your payments first to credit protection insurance premiums (if applicable), then to accumulated interest, then to the principal amount and then to pay any fees outstanding, including property insurance premium payment accounts, property tax payment accounts and add-on charge repayment plans, unless otherwise specified in the agreement.

## **Property insurance**

You will without delay insure, and keep insured, in the Bank's favour and until the mortgage, charge or lien is discharged, all buildings covered by the mortgage, charge or lien (including those which will be built in the future both during construction and afterwards) and all chattels (this means all moveable property fixed to the building) in the buildings against loss or damage by all risks usually covered by homeowners' insurance policies (including fire, vandalism, earthquake, flood, cyclone, hurricane, tsunami, tidal wave and other types of sea wave damages and windstorm coverage where the buildings are in recognized earthquake, cyclone, hurricane, flood plain and windstorm zones) and against any other perils we request.

For condominium units, we may require you to obtain insurance that covers the condominium unit and the content of your condominium unit. If we do, this will be indicated in Schedule 1: Terms & Conditions for Mortgage Facilities to your Personal Credit Agreement.

Such insurance must be provided by a company approved by us for the full replacement cost of the buildings and chattels in the buildings in the currency of the account.

Your policy must be in a form satisfactory to us and must include a clause stating that any loss is payable to us and it must also insure our interest as a separate insured party so that your acts, omissions or neglect will not affect our right of recovery under the insurance policy. In other words, in addition to the loss payable clause, the insurance policy must also provide that our coverage or interest in the property insurance policy will not be invalidated by, for example, your non-disclosure, misrepresentation, breach of warranty, or a foreclosure, a change in ownership, a more hazardous use of the Property or any other loss caused by your acts, omissions or neglect provided that we pay any premiums demanded from us if you fail to do so.

You will do all necessary acts to enable us to obtain payment of the insurance proceeds including providing us with a power of attorney (if required) so we can make a claim on your behalf, by assigning and transferring to us all insurance policies and receipts you have on the buildings and chattels in the buildings, in order that we may secure the proceeds.

If you do not:

- maintain insurance on the Property or buildings that, in our opinion, complies with this section;
- deliver a copy of any insurance policy or receipt to us at our request; or
- provide us with evidence, at our request, of any renewal or replacement policy covering the full replacement value of the buildings, at least fifteen (15) full days before your insurance expires, is cancelled or terminated, we can, but are not obliged to, insure any of the buildings with a provider of our choice, and we may, but are not obliged to, limit such insurance coverage to an amount representing our financial interest in the mortgage at the time we place such insurance. The result of this action is that your financial interest would not be protected.

The amount we pay for this insurance coverage will be added to the amount you owe under the mortgage and we can charge you interest at the mortgage interest rate. This amount is secured by the mortgaged Property. You should repay this amount with accrued interest immediately, as failure to do so may result in the amount plus interest being amortized to the mortgage debt which will affect your monthly payments and the total balance outstanding under your mortgage. It is your responsibility to ensure repayment. We can, but are not obliged to, incorporate repayment of this amount into your regular mortgage payment. If such action is taken, we will notify you of the changes to your payment amount.

If any loss or damage occurs, you will provide us immediately, at your expense, with all necessary proofs of claim. You will also do all necessary acts to enable us to obtain payment of insurance proceeds. The production of the mortgage, charge or lien document will be sufficient authority for an insurance company to pay us any loss related to the insurance policy or to accept instructions from us dealing with the loss.

We can apply either all or a part of the insurance proceeds as follows:

- a) applied to rebuild or repair the damaged buildings;
- b) paid to you;
- c) paid to any other person who owns or owned the Property, as established by the registered title document; or
- d) applied, in our sole discretion, to reduce any part of the Loan amount, whether due or not yet due.

### **Property insurance premiums payment account**

(This section applies if your Personal Credit Agreement indicates that you have established a payment account to pay your property insurance premiums - marketing documents may refer to this account as a 'property insurance escrow' account).

You agree to pay all insurance premiums on the Property when they are due. If we require it, you will make payments to us for the insurance premiums with each loan payment.

The amount of each insurance premium payment, which is based on our estimate of one year's insurance premiums on the Property next coming due and payable, will be indicated in your Personal Credit Agreement. We can change the insurance premium payment amount from time to time to reflect changes in the annual insurance premiums on the Property and the balance of your property insurance premiums account and we will notify you of the new amount.

The accumulated insurance premium payments should allow us, at our discretion, to pay all property insurance premiums on the Property, or provide you with the funds to pay them on or before the due date. Or, if the insurance premiums are payable in installments, the insurance premium payments should allow us to pay the full year's installments of insurance premiums on or before the date on which the first installment is due.

We will apply the insurance premium payments we receive from you towards your property insurance premiums payment account as long as you are not in default under the mortgage. We are not obliged to make insurance payments on multiple installment dates or more often than once a year.

If, on the expiration date of your existing insurance policy, there are insufficient funds in your property insurance premiums payment account to renew your policy, we can, but are not obliged to, use the proceeds in this account to procure a new insurance policy with a provider of our choice to insure any of the buildings, and we may, but are not obliged to, limit such insurance coverage to an amount representing our financial interest in the mortgage at the time we place such property insurance. The result of this action is that your financial interest would not be protected.

The difference between the cost of the insurance policy and the balance of your property insurance premiums payment account will be added to the amount you owe under the mortgage and we can charge you interest at the mortgage interest rate. This amount is secured by the mortgaged Property and is due immediately. It is your responsibility to ensure repayment. We can, but are not obliged to, incorporate repayment of this amount into your regular mortgage payment. If such action is taken, we will notify you of the changes to your payment amount.

We may, at our discretion, pay you interest on any credit balance in your property insurance premiums payment account. If we do, the applicable interest rate to be paid will be indicated in the Rates and Fees Schedule.

If you fail to make your regular scheduled principal and interest payments under your mortgage, we may apply the credit balance in your property insurance premiums payment account towards your delinquent principal and interest payments.

We can deduct from any mortgage advance enough money to pay all insurance premiums due that have not been paid. For the purpose of this clause, you acknowledge and agree that any insurance premium payment made to us will be held without any trust or fiduciary obligation on our part with respect to the intended purpose of such payment and you authorize us to apply your property insurance premiums against any debt or obligation owing to us whether or not Default has occurred.

You will immediately provide us all insurance premium notices, insurance bills or any other notice you receive regarding your property insurance and you agree to provide us with receipts for all insurance premiums paid, if we require.

### **Property tax payment account**

(This section applies if your Personal Credit Agreement indicates that you have established a payment account to pay your property taxes - marketing documents may refer to this account as a 'property tax escrow' account.)

You agree to pay all rates and taxes on the Property, including property taxes and water and sewerage rates associated with the Property (where applicable), when they are due. If we require it, you will make tax installment payments to us for the property taxes with each loan payment. The amount of each tax installment payment is based on our estimate of one year's taxes on the Property next coming due and payable and will be indicated in your Personal Credit Agreement. We can change the property tax payment amount from time to time to reflect changes in the annual taxes on the Property and the balance of your property tax payment account and we will notify you of the new amount.

The accumulated tax installment payments should allow us, at our discretion, to pay all taxes on the Property, or provide you with the funds to pay them on or before the due date. Or, if the taxes are payable in installments, the tax installment payments should allow us to pay the full year's installments of taxes on or before the date on which the first tax installment is due.

We will apply the tax installment payments we receive from you towards payment of your property taxes as long as you are not in Default under the mortgage or charge document. We are not obliged to make tax payments on multiple installment dates or more often than once a year.

If you have not paid us enough to pay for your taxes, we may, at our option, still pay the taxes owing and add the difference between the taxes owed and the balance in your property tax payment account to your mortgage and we can charge you interest at the mortgage interest rate. This amount is secured by the mortgaged Property and is due immediately. It is your responsibility to ensure repayment. We can, but are not obliged to, incorporate repayment of this amount into your regular mortgage payment. If such action is taken, we will notify you of the changes to your payment amount.

We may, at our discretion, pay you interest on any credit balance in your property tax payment account. If we do, the applicable interest rate to be paid will be indicated in the Rates and Fees Schedule.

If you fail to make your principal and interest payments under your mortgage, we may apply the credit balance in your property tax payment account towards your delinquent principal and interest payments.

We can deduct from any mortgage advance enough money to pay all taxes due that have not been paid. For the purpose of this clause, you acknowledge and agree that any property tax payment made to us will be held without any trust or fiduciary obligation on our part with respect to the intended purpose of such payment and you authorize us to apply your property tax payments against any debt or obligation owing to us whether or not Default has occurred.

You will immediately provide us all assessment notices, tax bills or other tax notices you receive and you agree to provide us with receipts of all paid tax bills, if we require.

### **Condominium / Strata Maintenance Fees**

You agree to pay all fees and assessments chargeable on your property by a Homeowners or Condominium Association, Strata Corporation or similar governing body. If you fail to pay the maintenance fees or assessments due on your property, we may, at our discretion, but are not obliged to pay these fees for you. If we do, the costs will be added to the amount you owe under the mortgage and we can charge you interest at the mortgage interest rate.. This amount is secured by the mortgaged Property and is due immediately. It is your responsibility to ensure repayment. We can, but are not obliged to, incorporate repayment of this amount into your regular mortgage payment. If such action is taken, we will notify you of the changes to your payment amount.

### **Early payment on sale or transfer of your mortgage**

If you further encumber or sell the Property that we hold a mortgage, charge or lien on or if you transfer or allow someone to assume your mortgage (where permitted), we may immediately require you to pay all the money you owe under the mortgage and require you to pay a further amount by way of liquidated damages. This provision does not apply to a sale, transfer, assumption or other mortgage or charge to which we have given our prior written consent.

### **Our rights**

This Agreement does not take away or lessen any of our rights against anyone who has guaranteed the mortgage or anyone else who is liable for the money owing or any other obligations under the mortgage, charge or lien. This Agreement also does not take away or lessen any of our rights and/or priorities against anyone who may have an interest in your Property subsequent to our mortgage, charge or lien.

We may exercise any of the remedies provided for under the mortgage, charge or lien document or as provided for by law. We can also apply the credit balance in your property insurance premiums payment account, your property tax payment account (as applicable) and the credit balance in any other account you have with us to reduce the mortgage principal amount outstanding.

## ***Scotia Plan™ Loans and Other Personal Loans***

A *Scotia Plan* Loan is a Personal Loan that is available for a specified term and for many purposes, including the purchase of consumer goods and services, and for debt consolidation purposes that may be secured or unsecured. The maximum amount that you can borrow under a *Scotia Plan* Loan or any other type of Personal Loan we offer will vary from one country to another.

Depending upon your preference, and the country where your Personal Loan is maintained, Personal Loans may be re-payable on a weekly, biweekly, semi-monthly, or monthly basis. You can arrange to have your loan payments withdrawn automatically from your Scotiabank account. (In some countries, and where permitted by law, we may require you to set up an automatic payment arrangement from your bank account.)

If you have been approved for a Personal Loan, the Personal Credit Agreement that you signed describes, among other things, the amount of the Loan, the annual interest rate, the payment amount, payment schedule and the security, if any, that you have granted to the Bank as security for the Loan.

### **Your promise to pay**

In consideration for the Bank providing you with the Personal Loan in the amount indicated in the Personal Credit Agreement, you, jointly and severally (if more than one borrower or guarantor this means each of you individually), promise to pay us, at our address set out in the Personal Credit Agreement, both the principal amount, together with interest calculated at the annual interest rate and on the basis also indicated in the Personal Credit Agreement together with all relevant fees set out in the Rates and Fees Schedule and all costs incurred in connection with such Loan(s).



## **Application of payments**

Regardless of the payment frequency you choose we apply your payments first to credit protection insurance premiums (if applicable), then to accumulated interest, then to the principal amount.

## **Amortization period**

The amortization period for your *Scotia Plan* Loan or Personal Loan is the period of time (in months or years) that it would take you to repay the Loan in equal payments, assuming that the interest rate remains the same and all payments are made as agreed throughout the life of the Loan.

Some (but not all) *Scotia Plan* Loans and Personal Loans have an amortization period that is greater than the term of the Loan. If your *Scotia Plan* Loan or Personal Loan has an amortization period different from the term of the *Scotia Plan* Loan or the Personal Loan, it will be disclosed in the Personal Credit Agreement.

If the amortization period on your *Scotia Plan* Loan or Personal Loan is greater than the term of your Loan, this means that, when the term of your Loan expires (at the maturity date), you will either have to repay the balance owing on the Loan in full or renew the remaining balance owing. If you decide to renew the remaining balance owing, the Loan renewal would be based upon the terms and conditions and the interest rate that we offer you at the time of renewal.

## **Interest rates**

Interest rates vary from country to country. *Scotia Plan* Loans and other Personal Loans we offer have either a fixed-interest rate or a variable-interest rate.

If you have a fixed-rate *Scotia Plan* Loan, the rate will be disclosed in your Personal Credit Agreement and will remain the same for the entire term of the *Scotia Plan* Loan.

The type of variable-rate *Scotia Plan* Loan and Personal Loan we offer vary from country to country. In some countries, we can change the annual interest rate on your variable-rate Loan and give you notice as indicated below and in other countries the annual interest rate on your variable-rate *Scotia Plan* Loan and Personal Loan will fluctuate automatically without prior notice to you because it is tied to changes in our prime rate, base rate, or some other published index rate.

If the interest rate is variable, your Personal Credit Agreement will tell you what the interest rate is at the time you signed the Personal Credit Agreement.

## **How interest is calculated**

We use one of two methods to calculate the interest on your *Scotia Plan* Loan and Personal Loan, as described below. The method of interest calculation that applies to your Loan is described in your Personal Credit Agreement.

**Daily interest calculation**

With this method, interest is calculated by multiplying the daily outstanding principal balance on your Loan account by the annual interest rate to determine the annual interest payable. This amount is multiplied by the number of days since the date of last payment and divided by 360 or 365 as applicable in order to determine the amount of interest owing for the period. Under the daily interest calculation method, interest does not compound or capitalize which means you do not pay interest on the interest.

If you fail to renew, or repay the balance of the total amount you have borrowed at the end of the term, you will pay interest on these amounts until they are renewed or they are paid. Any late payments, extensions or deferred payments will increase your cost of borrowing.

**Simple interest calculation**

With this method, interest is calculated by multiplying the daily outstanding principal balance on your Loan account by the annual interest rate to determine the annual interest payable. This amount is then divided by 12 months in order to determine the amount of interest owing for the period. Under the simple interest calculation method, interest does not compound or capitalize which means you do not pay interest on the interest.

If you fail to renew, or repay the balance of the total amount you have borrowed at the end of the term, you will pay interest on these amounts until they are renewed or they are paid. Any late payments, extensions or deferred payments will increase your cost of borrowing. If you skip a payment, miss a payment, are late with a payment, defer a payment or otherwise extend your Loan, this will increase your cost of borrowing.

**Changes to rates and fees**

We will provide you thirty (30) days prior notice if we do any of the following except if your account is domiciled in Jamaica in which case you will be provided with at least 45 days' notice of :

- change your adjustment factor, your annual interest rate and/or any percentage amount(s) applicable to your *Scotia Plan* Loan or Personal Loan (except for changes in our prime rate, our base rate or any other public index rate we use);
- change any of the fees or charges that apply to your *Scotia Plan* Loan or Personal Loan, or add new fees and/or charges.

We will provide you with notice of these changes, in accordance with legal requirements. See section "Communicating with you" on page 12.

We will not automatically notify you of any changes in our prime rate, base rate or in any other published index rate that is used to calculate the annual interest rate on your *Scotia Plan* Loan or Personal Loan. However, you can obtain the prime rate, base rate, or other published index rate (as applicable) at any time by contacting your branch.

**Prepaying your *Scotia Plan* Loan and Personal Loan before the maturity date**

You can pay off your *Scotia Plan* Loan and Personal Loan at any time before the maturity date indicated in your Personal Credit Agreement, however a penalty may be charged as indicated in your Rates and Fees Schedule

If your *Scotia Plan* Loan or Personal Loan is secured by Real Property, you may be required to make an interest payment on the outstanding Loan balance or on the amount of the prepayment. Your Personal Credit Agreement will indicate if an interest payment amount applies to your *Scotia Plan* Loan or Personal Loan.

## ***Personal Line of Credit Agreement***

If you have been approved for a *ScotiaLine*™ or a *ScotiaLine* Gold personal line of credit, or *ScotiaLine* Gold Premium personal line of credit, your signature on the Personal Credit Agreement is your agreement to be bound by the terms and conditions that apply to personal lines of credit as described in this Personal Line of Credit Agreement.

### **Definitions you need to know**

In this Personal Line of Credit Agreement, the words “**you**” and “**your**” mean the borrower, and if there is more than one borrower, each borrower and co-borrower who signs the Personal Credit Agreement. If more than one person signs the Personal Credit Agreement, the obligations set out in it and in this Personal Line of Credit Agreement and in this Companion Booklet are joint and several. This means each person who has signed the Personal Credit Agreement is responsible both individually and together for all of the obligations and for the entire debt under the personal line of credit approved for you.

The words “**account**” and “**personal line of credit**” mean either your (i) *ScotiaLine* personal line of credit and *ScotiaLine* personal line of Credit Account, (ii) *ScotiaLine* Gold personal line of credit and *ScotiaLine* Gold personal line of Credit Account, or (iii) *ScotiaLine* Gold Premium personal line of credit and *ScotiaLine* Gold Premium personal line of Credit Account, as applicable.

The word “**card**” means your *ScotiaLine* Gold card or your *ScotiaLine* Gold Premium Card if you are a *ScotiaLine* Gold customer, and this does not mean or refer to your *ScotiaCard*™ Banking Card.

The word “**cheque**” means your personal line of credit cheques.

Any terms that have not been defined in this Personal Line of Credit Agreement have the same meaning as the terms set out in Part I (Introduction) and in the “Other Definitions you need to know” section of this Companion Booklet.

### **General terms and conditions**

In this section, we explain the general terms and conditions that govern the use of your account, your card and your cheques and/or any other method that we may allow from time to time in accessing your account.

You will be bound by these terms and conditions if you or anyone authorized by you uses the account or activates or uses your card even if you don’t sign the reverse of your card.

In return for the Bank establishing an account at the branch named in the Personal Credit Agreement and extending any credit under this section, you agree as follows:

## Security

Your obligations with respect to your personal line of credit are either secured by a mortgage on Real Property or by a charge or other security over Personal Property, or alternatively, your personal line of credit is granted to you on an unsecured basis as indicated on the first page of the Personal Credit Agreement.

## Available credit

The maximum amount available under your personal line of credit is indicated on the first page of the Personal Credit Agreement or such other amount that we may tell you from time to time ("**credit limit**"). Your personal line of credit account statement ("**statement**") will also show the available credit on your account as of the statement date.

Cheques, Cash Advances and purchases made using your card are charged against your credit limit. You can calculate the amount of credit available to you at any time by deducting the outstanding balance amount of the account from the credit limit.

## Not exceeding your credit limit

You are responsible for keeping track of the account balance and making sure it remains below your credit limit. If the account balance is over your credit limit we may charge you an over limit fee as set out in the Rates and Fees Schedule. You must also pay any amount over your credit limit immediately if we ask you to.

We can increase or reduce your credit limit but if we do we will provide you with seven (7) days prior notice or we can allow you to exceed your credit limit without telling you in advance.

If we reduce your credit limit we will not be liable to you or to others for any consequences resulting from our reducing the credit limit on your account. Any change to your credit limit will not affect your obligation to pay us. Also, if we allow you to exceed your credit limit from time to time that permission shall not be considered to be a permanent increase in your credit limit.

We can refuse to pay or honor any amount borrowed under your personal line of credit if we become aware of unusual activity on your account, suspect fraud or other similar circumstances. We can also refuse to honour any use of the account that would cause you to exceed your outstanding balance or credit limit.

## Single advance

In spite of anything contained in this Personal Line of Credit Agreement, we can make one single advance to you at the same time you sign the Personal Credit Agreement, in an amount equal to your credit limit ("**single advance**").

If we make a single advance to you, (i) we will not supply you with cheques or a card, (ii) you will have no available credit, and (iii) you may not draw any other amounts on the account until we tell you in writing.

## Access to your account

You can borrow funds from your account by using the cheques and the card we will supply to you or by using *Scotia OnLine* Internet banking, Scotia mobile banking, and/or *TeleScotia* telephone banking (if these services are available) or your *ScotiaCard* Banking Card at any Scotiabank automated teller machine (“ATM”) where accessible for this purpose or by any other method we may allow from time to time. Purchases made using the card or cheques and each withdrawal or transfer from your account using your *ScotiaCard* Banking Card are all treated as Cash Advances.

You agree that the Bank’s rules and agreements governing ATM, *Scotia OnLine* Internet banking, Scotia mobile banking, and *TeleScotia* telephone banking access will apply to all transactions made under your personal line of credit except as modified by this Personal Line of Credit Agreement or any amendments to this Personal Line of Credit Agreement.

**We are not liable to you for any delay, loss, damage or inconvenience you may suffer because of your use of a Scotiabank ATM or another financial institution’s ATM or because of any failure to provide ATM, *Scotia OnLine* Internet banking, *Scotia* mobile banking or *TeleScotia* telephone banking services (where available).**

We are not responsible for informing you of any mechanical failures of an ATM or for telling you when these services are changed, withdrawn or unavailable. We are also not responsible for your acts or omissions or those of any third party. In addition, the Bank shall in no way be liable for any accident, act of aggression, theft, loss or damage you may suffer while using an ATM or any Automated Banking Services, whether you are on Bank or other premises.

## Using the account, card and cheques

The account can only be used for personal, household or family purposes. You cannot use the account for any business purpose or for any business you own or that you have an interest in.

You can only use the account for legal and genuine transactions. It is not our responsibility to make sure that you use the account only for permissible transactions and you will remain responsible for paying for a transaction even if it is not permissible.

The use of the account is at all times subject to any laws and regulations that any applicable government or other lawful authority may impose.

We will not be liable if a merchant or business does not accept your card or cheque for any reason.

You can only use the cheques in the country in which your personal line of credit was issued. In the case of a joint account, you authorize us to pay cheques signed by any one of you. Cheques will be deducted from the account on the date they are paid by us.

## Additional usage requirements for cards (*ScotiaLine* Gold customers only)

You can obtain Cash Advances from financial institutions that accept the card. You can also obtain Cash Advances by using your card together with the personal identification number (“PIN”) at any ATM displaying the Mastercard/Cirrus<sup>®†</sup> logo.

The amount you can transact and/or withdraw each day as a Cash Advance from an ATM or through *Scotia OnLine* Internet banking, *Scotia* mobile banking, or *TeleScotia* telephone banking may vary from time to time. If you wish to conduct online transactions, we may require that you register the card with an authorization system that we select. We will notify you if we want you to register. If you do not register, we may decline your online transactions.

You agree not to use your card after its expiry date. If, however, you use your card after the expiry date, you agree to pay any debts which are incurred by such use.

You will be considered as contributing to the unauthorized use of the card and you will be fully liable for all debts and withdrawals and account activity if: (i) the PIN number you have selected is the same or similar to an obvious number combination like your date of birth, bank account number or telephone number, (ii) you write down your PIN or keep a poorly disguised written record of your PIN such that it is available for use with your card, or (iii) you otherwise reveal your PIN resulting in the subsequent unauthorized use of your card and PIN together. You should never disclose your PIN to anyone including Bank employees.

### **Repaying the amounts you owe**

You promise to pay us all amounts charged to the account, including purchases made using the card, the amount of any cheque drawn on the account and paid by us (**"advance"**), interest as provided in this Personal Line of Credit Agreement, applicable service charges and fees including stamp duty payable by you or us related to the operation of the account and any other costs as specified in this Agreement or elsewhere in the Personal Credit Agreement (collectively, the **"debt"**).

You agree to make each payment on time in full. If we have to take collection proceedings under the Personal Credit Agreement, the Agreement or this Personal Line of Credit Agreement, you agree, subject to applicable law, that you will pay us our legal costs, including legal fees on a lawyer (attorney-at-law) and client basis and disbursements, for any action to collect the amounts due and all other expenses we incur in order to protect or realize on the security which you have granted to us or enforcing our rights under this Personal Line of Credit Agreement, this Companion Booklet or elsewhere in the Personal Credit Agreement. You also agree, to the extent permitted by law, that we can charge you interest on these costs at the highest rate of interest applicable to your personal line of credit.

If you Default and we require the services of a third party to enforce our rights under the Agreement or this Personal Line of Credit Agreement, this Companion Booklet or elsewhere in the Personal Credit Agreement, which may include claiming Property we have accepted as security or cheques, we may add the cost of such claim, enforcement and/or legal costs to your debt.

### **Interest and fees**

You agree to pay interest on all amounts calculated from the date each amount is charged to the account until paid in full at the annual interest rate or initial annual interest rate (referred to in this Personal Line of Credit Agreement as the annual interest rate (**"AIR"**) indicated in the Personal Credit Agreement and the maximum AIR indicated in the Rates and Fees Schedule.



The daily periodic rate (defined below) and the AIR for your personal line of credit will change automatically, without notice to you, whenever the Bank's base rate changes and we may also change the percentage amount. If we change the percentage amount, we will let you know in writing. The Bank's current base rate and the percentage amount in effect as of the date of the Personal Credit Agreement are indicated in the adjustment factor/ percentage amount section of your Personal Credit Agreement. You can find out the Bank's base rate on any day that the Bank is open for business from any branch in the country where you maintain your account.

While interest is not added to your account until the last day of the billing cycle, interest is calculated using the daily interest calculation method which means interest is calculated on a daily basis by applying the daily periodic rate (defined below) in effect for the billing cycle to the ending balance in your account each day. On the last day of the billing cycle, we will total the interest of each day and add that amount to your account.

- To get the daily ending balance for your account, we take the beginning balance each day, add any new advances and other charges, and subtract any payments or credits. This will give us the daily balance.
- To determine your daily periodic rate we divide the AIR by 360 or 365 days as applicable depending on the account type. We also use 360 or 365 days as applicable in the case of a leap year. An increase in the daily periodic rate means that you will have to pay higher interest charges and may also result in an increase to your minimum monthly payment.

If your account is in Default, interest will continue to accumulate on your account however interest does not compound or capitalize which means you do not pay interest on the interest.

In addition, we will charge you fees that are listed in the Rates and Fees Schedule that you received when you signed the Personal Credit Agreement or in a separate notice that we will provide to you. These fees are subject to change and we will let you know ahead of time when they do by posting them in our branches or by telling you in writing.

### **Dealing with transactions in a foreign currency**

Transactions in any currency other than the currency of the country where your personal line of credit was issued ("**foreign currency**") will be converted, billed and payable by you in the currency set out in the personal line of credit ("**local currency**").

Conversion from a foreign currency to local currency will be made by us at a rate of exchange determined by the Bank on the date the transaction is processed to your account. For *ScotiaLine* Gold accounts, there may be fees or charges that apply; these fees or charges (if applicable) are described in the Rates and Fees Schedule.

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 the debit is posted and the date any subsequent credit is posted to the account are for your account and shall be payable to or by you (as the case may be).



## **Withholding taxes**

If at any time you are required to make any deduction or withholding in respect of any taxes from any payment due to us under the Personal Credit Agreement, the Agreement or this Personal Line of Credit Agreement, the sum due from you in respect of such payment shall be increased to the extent necessary to ensure that, after the making of such deduction or withholding, we receive on the due date for such payment (and retain free from any liability in respect of such deduction or withholding) a net sum equal to the sum which we would have received had no such taxes been required to be deducted or withheld and you shall pay the full amount required to be deducted or withheld to the relevant authorities. You agree to provide us with a copy of the receipt or other proof of payment evidencing the amounts paid or payable regarding any deduction or withholding of taxes upon our request.

You shall indemnify us against any and all losses, costs, interest payable and penalties we incur by reason of any failure by you to timely pay such taxes by reason of any increased payment as a result of your not having filed any tax return, form or information statement that may be required by any authorities.

We do not undertake to advise you of any legal responsibilities you might have with regard to taxes. It is your sole responsibility to ensure any and all such amounts are properly and timely remitted and reported and that we receive full payment of the full amount of any minimum monthly payment, interest or other amounts due in accordance with the provisions of this Companion Booklet and the Personal Credit Agreement.

**“Tax”** means any present or future levy, impost, duty, charge, assessment or fee of any nature (including interest, penalties and additions thereto) by any government or other taxing authority in respect of any payment under the Personal Credit Agreement or this Agreement, including, without limiting the generality of the foregoing, income taxes, sales taxes, use taxes, goods and services taxes, excise taxes, value-added taxes, levies, assessments, stamp duties and similar taxes.

## **Pre-authorized payments**

You are responsible for providing the merchant, retailer, store or business with whom you have set up a pre-authorized payment plan with correct and up-to-date information. This includes a change in account number or card expiry date. You are also responsible for all charges to the card until you have cancelled the pre-authorized payment plan with the merchant, retailer, store or business.

We will not be liable for any pre-authorized transactions that cannot be posted to your account and you are still liable to the merchant, retailer, store or business for making payment. It is your responsibility to contact the merchant, retailer, store or business when you wish to cancel a pre-authorized transaction. You should check your statements to ensure that cancelled transactions have been discontinued.

## **Making a minimum monthly payment**

If you do not repay your debt in full by your statement payment due date, you agree to pay at least the total minimum payment due as indicated on your statement. The minimum payment due varies according to a number of factors, including, whether your account is secured or unsecured, the country in which your account is maintained and the currency of your account. The minimum payment amount that applies to your account is disclosed in your Personal Credit Agreement.

If you do not pay at least your minimum monthly payment by your statement payment due date, or if you Default under any of the terms of this Personal Line of Credit Agreement or the Agreement, we can, in our discretion and without prejudice to or limiting in any way any other rights we have under this Personal Line of Credit Agreement or the Agreement, increase your AIR on all existing and new balances up to the maximum AIR indicated in the Rates and Fees Schedule. You will continue to pay the higher AIR until such a time as you have paid the minimum monthly payment by the statement payment due date for six (6) consecutive months.

If the total amount of the debt outstanding is less than the stipulated minimum monthly payment, the minimum payment required will be equal to the total debt. You can pay more than the minimum payment due and you can pay the full amount you owe us at any time.

We can change the amount of your minimum monthly payment or the payment option applicable to your account by telling you in writing with thirty (30) days' prior notice except if your account is domiciled in Jamaica in which case you will be provided with at least 45 days' notice of. Your minimum monthly payment may also change if your AIR increases.

Any past due amount or over limit amount is added to the total minimum payment amount due and must be paid as soon as you receive your statement.

## **Payment instructions**

You can pay us the amounts you owe by cheque, draft, money order or we can deduct from your deposit account held with us or at another financial institution (if available).

Payments can be made by mail to the address listed on your statement, at any Bank branch or at any Scotiabank ATM in the country where you maintain your account, through *Scotia OnLine* Internet banking, *Scotia* mobile banking and/or *TeleScotia* telephone banking (where available). You will need a *ScotiaCard* Banking Card to make payments at Scotiabank ATMs or through *Scotia OnLine* Internet banking, *Scotia* mobile banking or *TeleScotia* telephone banking. Payments can take up to two (2) business days to process before they are applied to your account.

## **Making payment when mail service is disrupted**

You must make your payments to us even if the normal mail service is disrupted. Your statement will be deemed to have been delivered to you on the day that it is available for you to pick up, whether you pick it up or not.

## **Set-off**

We can at any time, without prior notice to you, apply any credit balance you have in any deposit account, investment account or other account you have with us against any Loan, credit facility or any other debt or obligation of any kind owing to us or to any Scotiabank Group member (whether or not presently due). This right is in addition to any other rights that we may have regarding set-off or combining accounts.

## **Applying your payment**

We apply your payments first to unpaid interest, then to fees (such as annual fees, overlimit fees, late fees, Cash Advance fees, and any other applicable fees), then to credit protection insurance premiums (if applicable), then to the principal amount.

Subject to applicable law, we reserve the right to hold funds deposited against your personal line of credit until your payment has cleared. If we do, this will temporarily affect your available credit.

We apply your credit vouchers and returns (other than a payment) first to the principal amount then to any unpaid interest, then to fees such as annual fees, over limit fees, late payment fees and Cash Advance fees and any other applicable fees and finally to the insurance premiums.

We will not pay you any interest on any credit balances in your account. We may reduce the amount of any credit balance by the amount of new charges or fees billed to the account.

## **Total balance due**

Under this Personal Line of Credit Agreement and subject to applicable law, if you Default, we have the right to be paid the total outstanding balance immediately, without prior notice or demand, by doing any of the following:

- suing you for what you owe;
- taking possession of, and selling the Property held as security;
- both of the above;
- appointing a receiver to administer the Property; and/or
- exercising any other rights we may have.

If any of the events described in this “Total balance due” section occur, we have no further obligation to pay any cheques or make any further advances to you even if you are within your authorized credit limit.

Default under this Personal Line of Credit Agreement or under any Security Agreement is considered Default of all agreements relating to your personal line of credit. In that case, all amounts owing to us including principal, interest and other costs and charges will be due and payable to us immediately.

We will consider you to be in Default on your account when you fail to honour or comply with any of the terms of this Companion Booklet, the Agreement, this Personal Line of Credit Agreement or any other agreement you entered into with us, including, without limitation, all the provisions described in the section “Default” on page 12.

## **Changing your interest rate and/or credit limit**

The occurrence of late payments, no payments (including failing to make the minimum payment amount required by your statement due date) or any of the Default events listed above may, subject to applicable law, cause us to increase your percentage amount and AIR to the maximum AIR indicated in the Rates and Fees Schedule and/or reduce your credit limit, suspend your credit privileges or close your account.

If we decide not to increase your percentage amount and AIR and/or reduce your credit limit, suspend your credit privileges or close your account even though there is a Default, we can increase your percentage amount and AIR and/or reduce your credit limit, suspend your credit privileges or close your account at any time for any subsequent Default, subject to applicable law. We can, in our discretion, charge reduced Default rates or reinstate standard rates for all or selected balances on the account.

We may issue a notice to you about the changes. The notice will be a binding agreement between you and us and may not require a written signature from you. Any such notice shall form part of this Personal Line of Credit Agreement and any other Agreement between you and us that relate to your personal line of credit.

## **Annual review and credit information**

You agree to provide us each year with your personal net worth statement, financial statement and any other information we require or from time to time when we ask for it.

You must tell us in writing of any material change in your financial situation. Depending on the outcome of your annual review, we may increase your AIR and/or reduce your credit limit or cancel your account.

You authorize us to provide information about your account as set out in the Scotiabank Privacy Agreement.

We can also periodically review your credit history by obtaining information from credit bureaus, credit reporting agencies and others (where applicable).

## **Closing your account**

You can close your account at any time. We too can close your account at any time or suspend your credit privileges upon the occurrence of a Default event or if we suspect fraud or misuse of the account without telling you in advance; however if we close your account or suspend your credit privileges we will let you know. We will not be liable to you or to others for any consequences resulting from our closing your account or suspending your credit privileges.

If we or you close the account, you and any authorized users must immediately stop using the account and destroy all cards, cheques or other means to access the account or return them to us upon request. You will continue to be responsible for all obligations under this Personal Line of Credit Agreement and any other Agreement you have entered into with us that relate to your personal line of credit existing at the time of termination until they have been satisfied and any charges to the account even if they are made or processed after the account is closed and you will be required to pay the outstanding balance on the account according to the terms of this Personal Line of Credit Agreement. In addition, we may require you to pay the outstanding balance immediately or at any time after the account is closed.

## **Changes to this Personal Line of Credit Agreement or the Services we offer**

We may extend, renew, amend or replace the terms and conditions governing your personal line of credit without diminishing our interest in the property or any of our rights or your obligations under this Personal Line of Credit Agreement, the Agreement and/or any other agreement you have entered into with us that relate to your personal line of credit. If we do so, you may cancel your personal line of credit as described in the section entitled “Cancelling your personal line of credit”. In addition, no waiver or delay in enforcing our rights shall act to diminish or cancel our rights under this Personal Line of Credit Agreement, the Agreement or any other agreement you have entered into with us.

From time to time we may change the terms and conditions of this Personal Line of Credit Agreement or the Services that are available with the account or any of the features, benefits or Services that are available with your card or *ScotiaCard* Banking Card but if we do we will notify you in writing either by posting a notice in our branches, in your monthly statements, at our ATMs or on our ATM screens or on our public website except in the case of changes to ATM services or where the features, benefits or services are supplied by firms independent of us, in which case changes can be made at any time without notice to you.

## **Representations and warranties**

We make no representations or warranties or any condition whatsoever, either express or implied, except as stated in this Personal Line of Credit Agreement. We will not be liable for any damages of any kind related to your use of the card or any of the features, benefits or Services contemplated in this Personal Line of Credit Agreement or the Agreement even if you have notified us in advance of such possible damages. This provision will apply to the full and maximum extent permitted by applicable laws.

We will not be liable for the inability to provide, in whole or in part, any features, benefits or Services contemplated under this Personal Line of Credit Agreement or in the Agreement that are reasonably beyond our control or for any computer breakdown, malfunction or other technical failure in any information technology system. In no event will we be responsible for the acts or activities of any third party.

## **Cancelling your personal line of credit**

You can cancel your personal line of credit by telling us in writing that you want to do so and returning to us your unused cheques. We can cancel your personal line of credit without a reason by giving you thirty (30) days written notice. Subject to applicable law, we can also cancel your personal line of credit without written notice or any notice whatsoever to you if you are not handling your account in accordance with this Personal Line of Credit Agreement, the terms of the Agreement or any of our requirements.

In addition, we can cancel your card and cheques and require you to return them to us or to someone acting on our behalf, when we ask for them. The cards and cheques are our property.

If either of us cancel your personal line of credit, you still have to pay your debt and any other amounts you owe us in full.

### **Other Services**

You understand that optional Services may be available at an additional cost to you. You understand that all Services available with your account may be governed by separate agreements or authorizations which you agree to be bound by.

You also understand that companies independent of us may supply some of the Services and that we are neither responsible nor liable for them.

### **Telling us about loss, theft or unauthorized use**

You will inform us immediately by telephone at (809) 567-9363 or (787) 758-8037 at any time and the branch in writing thereafter upon discovering the loss, theft or unauthorized use of any card, PIN, cheque or any unauthorized ATM access. If you even suspect unauthorized use of any card, PIN or cheque you will notify us immediately.

If any card and/or cheque is/are lost or stolen you will be liable for all debts, including accumulated interest, resulting from their use until you have told us that they have been lost or stolen.

If you have previously authorized someone to use your card or cheques and have subsequently withdrawn your authorization, you will continue to be liable for all debts incurred through the use of the card or cheques until they are surrendered to us.

### **Preparing and sending monthly statements**

Monthly statements are only prepared on business days so the time between statements will vary depending on the number of business days in the month. We will send, on a regular periodic basis, at least once a month, a statement addressed to the Primary Borrower only; that is the primary person who applied for the personal line of credit. As Primary Borrower, you also agree to give a copy of all statements addressed to you to all co-borrowers.

### **Telling us about errors in your statement**

If your statement contains any errors, omissions or discrepancies, you must tell us in writing within thirty (30) days of the date of your statement. If there are any entries on your statement that you did not authorize (for example because of fraud or forgery) and you did not notify us within thirty (30) days of your statement date then you will not be able to make a claim against us. After that time, the statement will be considered to be conclusively correct unless you can provide us with written proof that it is not.



You will tell us immediately if you do not receive your statement within thirty (30) days of the date of your last statement. Unless we have received written notice from you that you are missing a statement within thirty (30) days after the statement date, it shall be conclusively settled between the Bank and you that you have received the statement and that it contains no errors.

### **Telephone monitoring and recording**

We, and our agents (if applicable), may listen to and record your telephone calls with us whether you or we initiate the telephone call.

### **Change of information/notices**

We will send the statements and other notices to you at the last known address we have on file for you. See provisions under section “Communicating with you” on page 12.

You will tell us immediately in writing if you:

- change your name;
- change your address;
- change your home, cellular or business telephone number; or
- change your e-mail address (if this service is available to you).

If there is more than one borrower, we will send the notice to the Primary Borrower only (that is the primary person who applied for the loan and/or credit facility) at the last address we have on file and we consider notice to the Primary Borrower as having given notice to all of you including any co-borrower(s). As co-borrower, you agree that all notices will be provided to the Primary Borrower and such notices will be deemed to have been received by you when provided to the Primary Borrower. As Primary Borrower, you also agree to give a copy of all notices you have received from us to all co-borrowers.

### **Subsequent mortgages/charges**

If you have given us a mortgage or charge on Real Property or a security interest over Personal Property to secure repayment of the debt, as set out in the Personal Credit Agreement, you agree not to further lien, encumber or charge the Real Property or Personal Property in any way without our prior written consent.

### **Sale of Property**

If you have given us a mortgage or charge on Real Property or a security interest over Personal Property to secure repayment of the debt as set out in the Personal Credit Agreement, you agree to repay to us or to make suitable arrangements for the repayment of all debts owed to us as set out in the Personal Credit Agreement before selling or transferring the Property that you have mortgaged or charged, or if you further lien, encumber or charge the Property without our prior written consent.

### **Accepting our records**

You agree to accept our records of a transaction as accurate and conclusive unless you can provide contrary proof that is satisfactory to us.



## ***Overdraft Protection Agreement***

### **Definitions you need to know**

In this Overdraft Protection Agreement, the words “**you**” and “**your**” mean the borrower, and if there is more than one borrower, each borrower and co-borrower who signs the Personal Credit Agreement or each joint Account holder with an overdraft protection facility on the joint deposit Account. If more than one person signs the Personal Credit Agreement or if the deposit Account with the overdraft protection facility is in joint names, the obligations set out in it and in this Overdraft Protection Agreement and in this booklet are joint and several. This means each joint deposit Account holder or person who has signed the Personal Credit Agreement is responsible both individually and together for all of the obligations and for the entire debt under the overdraft protection approved for you. The word “**Account**” means any personal deposit account you have with us now and at any time in the future.

Any terms that have not been defined in this Overdraft Protection Agreement have the same meaning as the terms set out in Part I (Introduction) and the “Other definitions you need to know” section of this Companion Booklet.

### **Overdraft protection is a temporary credit facility**

You can use your overdraft protection from the date the overdraft protection facility is approved by us as indicated in the Personal Credit Agreement or in the notice that we provide to you. Your overdraft protection facility is intended for temporary short-term borrowing requirements only. Please see the repayment requirements set out below in the “Payment” section.

### **Overdraft protection as an added feature to your deposit Account(s)**

From time to time, in our sole discretion, we may automatically grant you an overdraft protection facility on your deposit Account(s) with a set maximum overdraft protection credit limit amount. If we do and if you use the overdraft protection facility, that means you agree to be bound by the terms and conditions in this Overdraft Protection Agreement, the Rates and Fees Schedule and the Personal Credit Agreement, as applicable, and as amended, modified and/or replaced from time to time.

We will advise you of your overdraft protection credit limit either verbally at the time you open the deposit Account(s) or in writing if the overdraft protection facility is granted after you have opened the deposit Account(s) with us.

We will provide you with written notice of your overdraft protection credit limit in accordance with legal requirements. See section “Communicating with you” on page 12.

If you want to cancel the overdraft protection credit facility on your deposit Account(s), please contact your Personal Banking Representative or the Contact Centre. However, you are still responsible for all obligations owing to us until they have been satisfied in full.

## Overdrafts granted in absence of overdraft protection (Ad-hoc or temporary overdraft coverage)

From time to time, in our sole discretion, we may allow your Account(s) to be overdrawn even though you do not have overdraft protection. We call this ad-hoc or temporary overdraft coverage. Any ad-hoc or temporary overdraft balance is payable in full immediately.

### Overdraft limit

You can overdraw the Account(s) up to the limit amount specified in: (i) the Personal Credit Agreement, (ii) the notice we provide to you, (iii) your statement, or any other amount we may allow and designate from time to time.

You can access the overdraft protection facility and overdraw the Account(s) by cheque, pre-authorized payment, ATM, Scotia OnLine™ Internet banking, Scotia™ mobile banking, or any other method or debit we authorize. We can refuse any cheque, withdrawal, transfer or other Debit Transaction if the amount would cause your overdraft limit to be exceeded.

### Payment

You agree that within thirty (30) days from the day in which the overdraft first occurred (or immediately in the case of ad-hoc or temporary overdraft coverage):

- you will bring your Account into a positive (credit) balance and you must maintain this positive balance for at least 24 hours,
- for dishonoured items, you will pay us the handling charge for each dishonoured item we process on the Account, and all other applicable service charges. Handling charges are treated as overdraft amounts and are charged for each item we process on the Account.
- if your overdraft balance is over the authorized credit limit or if we have provided you with an ad-hoc or temporary overdraft coverage, you will pay us:
  - i. the overdraft interest charge‡; AND
  - ii. the minimum overdraft monthly charge; AND
  - iii. the overdraft handling charge at the rates and in the amounts set out in your Personal Credit Agreement, in your Rates and Fees Schedule and/or in the notice we provide to you.

‡ Note: If you are over your authorized credit limit, your overdraft interest charge will be calculated using:

- i. your authorized overdraft interest rate, AND **the greater of:**
- ii. the ad-hoc or temporary overdraft interest rate on the amount in excess of your authorized credit limit, OR
- iii. the minimum ad-hoc or temporary overdraft charge. For example, if your authorized overdraft credit limit is \$500 and your overdraft balance is \$600, you will be charged overdraft interest on the \$500 at the authorized overdraft interest rate and the greater of the overdraft interest charges at the ad-hoc or temporary overdraft interest rate on the over-limit amount of \$100 or the minimum ad-hoc or temporary overdraft charge

‡ If we have provided you with an ad-hoc or temporary overdraft coverage of \$500, you will be charged the greater of the overdraft interest charges at the ad-hoc or temporary overdraft interest rate on the ad-hoc or temporary amount of \$500 or the minimum ad-hoc or temporary overdraft charge.

If your overdraft balance is within your authorized credit limit you will pay us:

- the overdraft interest charge; AND
- the minimum overdraft monthly charge at the rate and in the amounts set out in your Personal Credit Agreement, in your Rates and Fees Schedule and/or in the notice we provide to you.

We can collect the fees and charges from any Account you have with us even if it causes your Account to be overdrawn. If we overdraw your Account to collect any of our fees or charges, overdraft interest charges will apply on the overdrawn amount(s).

### **Interest rates**

The annual interest rate(s) that applies to your overdraft protection facility is disclosed in your Personal Credit Agreement, your Rates and Fees Schedule and/or in the notice we provide to you. The minimum overdraft monthly charge and the overdraft handling charge are disclosed in your Rates and Fees Schedule and/or in the notice we provide to you.

### **How interest is calculated**

We use the daily interest calculation method to calculate the interest on your overdraft protection facility, as described below. Interest charges apply to the entire outstanding overdrawn Account balance from the date the Account became overdrawn until it is repaid in full.

### **Daily interest calculation**

With this method, interest is calculated by multiplying the daily outstanding overdrawn balance on your Account by the Bank's prevailing annual overdraft percentage rate(s),\*\* (as applicable) divided by 360 or 365 days depending on your Account type.\*\*\* This process is repeated for each day your Account is overdrawn, and at the end of the statement period the daily interest calculations are added together in order to determine the total amount of interest owing for that period. If your overdraft remains outstanding in later months from the date it first occurred, we will calculate interest on the entire outstanding overdrawn balance which includes any overdraft interest charges from the previous statement period.

\*\*Please refer to your Personal Credit Agreement, your Rates and Fees Schedule and/or the notice provided to you to determine your annual overdraft percentage rate(s). NB: If you are over your authorized credit limit, the interest calculation methodology indicated in the "Payment" section above will apply.

\*\*\*Please refer to your Rates and Fees Schedule and/or the notice provided to you to determine the number of days (360 or 365) applicable to your Account type and to determine the annual overdraft percentage rate on ad-hoc or temporary overdraft coverage.

### **Delinquency**

If you do not comply with the payment terms described above, we may close your Account and convert your overdraft balance to delinquent demand loan status. Interest payable will be calculated daily and applied to the balance of the demand loan.

### **Terminating the Overdraft Protection Agreement**

Either we or you can terminate this Overdraft Protection Agreement at any time by providing the other party with ten (10) days prior written notice. However, and subject to applicable law, we can terminate this Overdraft Protection Agreement at any time, without prior notice to you, if you fail to comply with any provision of your overdraft protection facility, this Overdraft Protection Agreement or any of the terms in the Agreement.

Termination does not relieve you of any obligations under this Overdraft Protection Agreement, the Personal Credit Agreement, the Agreement or any other agreement you have entered into with us. You are responsible for all debts including the overdraft amount until the entire overdraft amount has been paid to us in full. Regardless of such termination, you are responsible for paying us for all debits and other charges made to the Account following termination.

## Part IV – Security Agreements

### *Granting a security interest to the Bank*

By signing the Personal Credit Agreement, you have agreed to provide and grant us an interest in, lien, charge or mortgage over the Property granted as security for your Loan(s) and/or credit facility(ies) as set out in the Personal Credit Agreement.

We may register your grant of security against the secured Property in such registries as we choose, including personal and Real Property registration systems.

Where required by us or by law, we will physically hold the Property as security for your obligations to us. The grant of security, lien, charge and mortgage includes any grant required to complete this grant of security, lien, charge and mortgage.

If we hold Property, we are not responsible if the Property decreases in value for any reason whatsoever. If you provide us with money or cash equivalents as security, we will be entitled to seize the money or cash equivalents and immediately set-off against your indebtedness owing to us.

The liens, charges, mortgages and security interests you grant to us over Property are to secure payment and performance of all your obligations to us as described in this Companion Booklet, the Personal Credit Agreement (including any schedule(s)), the Rates and Fees Schedule, and any other documents and agreements (including promissory notes) that form part of your Agreement with us. These obligations include but are not limited to:

- the repayment of the principal amount of all indebtedness to us,
- the payment of interest to us including, without limitation, interest on overdue interest at the default rate set out in the Rates and Fees Schedule, and
- the payment of all our costs, charges, expenses and fees including, without limitation, our legal fees, relating to this Agreement, or to the enforcement or realization of security, as provided for in this Agreement.

Unless prohibited by law, the grant of security over any Property described in the Personal Credit Agreement or in any Security Agreement you have entered into with us includes all proceeds, money and property from the secured Property, including insurance proceeds whether it is cash or other proceeds of any nature and kind. It also includes all your records relating to the Property that is secured.

We have just described the general terms and conditions that apply each time you grant security to us, as evidenced in the Personal Credit Agreement. In the remainder of Part IV of this Companion Booklet, we describe additional terms and conditions that apply depending upon the type of security that you have granted to us.

We have included each type of Security Agreement in this Part IV, “Security Agreements” section of this Companion Booklet with the exception of mortgages and collateral mortgages for Real Property (i.e. real estate). The relevant mortgage document will be given to you separately either by us, by our lawyer (attorney-at-law) or by your lawyer (attorney-at-law). There is however, a short explanation of it provided for your information.

The applicable terms in this Part IV, Security Agreements and (where applicable) the clauses in Schedule 1: Terms & Conditions for Facility(ies) Secured by Real Estate and Other Conditions that Apply to your Mortgage of your Personal Credit Agreement titled “all monies/indebtedness clause”, “condominium insurance”, “property tax payment account”, “add-on charge repayment plan” and the “property insurance premiums payment account” are in addition and supplemental to the provisions set out in any mortgage, charge or lien document or in any separate Security Agreement you provide in support of your Loan and/or credit facility with us.

In the event of a conflict between any term contained in this Part IV, Security Agreements and any term contained in the mortgage, charge, lien document or in any separate Security Agreement you have signed in support of your Loan and/or credit facility with us, the terms of the applicable mortgage, charge, lien document or separate Security Agreement shall prevail.

In the event of a conflict between the terms of this Agreement and any separate Security Agreement you have signed in support of your Loan and/or credit facility with us, the widest interpretation shall be given to the document and any condition, representation, warranty, undertaking or covenant, express or implied, in any one document will take effect despite the fact that such condition, representation, warranty, undertaking or covenant, express or implied, is not contained or referred to in the other document(s). If the conflict between the terms of this Agreement and the Security Agreement cannot be reconciled or resolved in the manner indicated above then the terms of this Agreement will prevail.

## ***Real or immovable Property***

### **Mortgage / charge**

This section applies if you agreed to provide us with a mortgage (either a legal mortgage or an equitable mortgage) as security for your indebtedness to the Bank when you signed the Personal Credit Agreement.

A mortgage or charge is the document we hold when we take your Real Property as security for your Loan. When you offer, and we accept, your Real Property as security for a Loan, a mortgage or charge document is registered at the appropriate registry office along with any terms and conditions applicable for the country where the Property is located. In some countries, we may hold the title to your Real Property as security for your Loan instead and register a caveat or a lien against your Real Property at the appropriate registry office. You will receive a copy of these documents from us, from our lawyer (attorney-at-law) or from your lawyer (attorney-at-law).

### **Arranging the mortgage with a lawyer/attorney-at-law**

The mortgage and all legal work will be completed by a lawyer (attorney-at-law) at your expense. There are various cash adjustments that are made when you buy Real Property in addition to the balance of the down payment and any contractual “extras” that you are responsible for. Some of the usual adjustments are property taxes, stamp duty, legal fees, insurance premiums, utility adjustments, prepaid common expenses, etc. All taxes due prior to closing must be paid prior to closing. Please check with the lawyer (attorney-at-law) for the specific charges that you will be required to pay. You also authorize us to pay the net proceeds of the Loan to your lawyer (attorney-at-law) in trust.

### **Taxes**

All rates and taxes including property taxes, water and sewerage rates (where applicable) and in St. Lucia the payment of income taxes and national insurance contributions that attach to the Real Property must be paid when required by the municipality or other applicable taxing authority.

We may require an installment be included with your regular payment to cover all rates and taxes that attach to the Real Property. If any of the rates and/or taxes are in Default with the municipality or taxing authority, we may demand payment of any or all amounts due.

Additional terms and conditions relating to the payment of all rates and taxes including property taxes, and property tax payment accounts, may be included in your Personal Credit Agreement, in Part III, Loan Products and Credit Facilities of this Companion Booklet, and/or in your mortgage, charge, hypothecation of title document, lien document or any other Security Agreement you have signed in support of your Loan and/or credit facility with us.

### **Property insurance**

If your Personal Credit Agreement indicates that you are required to provide property insurance for the Real Property that is subject to the mortgage, charge, lien, caveat or other Security Agreement you have provided to us, please refer to the description of our property insurance terms and conditions that is contained in the “Property insurance” section of Part III, Loan Products and Credit Facilities of this Companion Booklet.

If your Personal Credit Agreement indicates that you will be setting up a payment account for the payment of your property insurance premiums, our requirements for such accounts are contained in the “Property insurance premium payment account” section of Part III, Loan Products and Credit Facilities of this Companion Booklet.

### **Chattel mortgage/bill of sale (where applicable)**

(The provisions in this “Chattel mortgage/bill of sale” section and in the “Ownership/use of the Property/enforcement”, “Insurance” and “Maintenance” sections below apply if you have agreed to provide us with a chattel mortgage/bill of sale as security for your indebtedness to the Bank when you signed the Personal Credit Agreement and if you have not signed a separate chattel mortgage or bill of sale agreement.)



In consideration of our providing you with the Loan and/or credit facility as set out in the Personal Credit Agreement, you have agreed and assigned to us the Personal Property or chattel described in the Personal Credit Agreement as security to us for your repayment of your indebtedness to us.

Our security interest in the Personal Property extends to any replacements and all proceeds of the Personal Property. In addition to the rights specified here, we also have all rights, remedies and powers of a secured party under applicable Personal Property security laws in the country where the Personal Property is normally located.

For any Personal Property that you offer and we accept as security, there are three key issues:

- ownership/use of the Property/enforcement;
- insurance; and
- maintenance.

### **Ownership/use of the Property/enforcement**

You confirm that you are the sole legal and beneficial owner of the Personal Property and no one but us has any other interest in the Personal Property you have granted to us as security.

You will keep the Personal Property clear of any and all legal claims, liens, and encumbrances against it except ours. If you do not, we may settle the claim, lien and/or encumbrance and charge you what it costs, including incidental expenses which include our legal expenses.

You agree not to lease the Personal Property, sell or transfer any interest in it, grant any security interest in it, or give possession or control of it to anyone else without our prior written permission.

The Personal Property must not be used in any illegal manner or for any illegal purpose. You also agree to notify us when you move. You agree not to remove the Personal Property from your domicile country for more than thirty (30) days without our written permission.

If we take possession of the Personal Property, we will provide you with notice as required by law. You can regain possession of the Personal Property before we sell it or have agreed to sell it, by paying us any payments in Default and related Default charges, and any reasonable costs we incurred taking, holding, repairing and maintaining your Personal Property. Local laws may indicate the number of times you can take advantage of reinstatement.

If you don't regain possession of the Personal Property, we can sell the Personal Property either at a public or private sale, in accordance with local laws. We can also sell the Personal Property on deferred payment terms or lease it. We will give you at least the amount of notice required in the country where you live of the date, time and place of any public sale or the date of any private sale will be made. We will give you the amount left over from any sale after we subtract the total amount you owed us plus our reasonable legal costs and other expenses of taking, maintaining and selling the Property (all our costs) plus any amount we are required to pay to any other person.

We will only be responsible for amounts of money actually received by us. If there is an unpaid balance still owing to us after we have sold the Personal Property, you must pay us that amount, unless we are prohibited by law from collecting the shortfall amount from you. If we enforce our rights to be paid the balance due by court proceedings, you also agree, subject to applicable law, to pay all our costs including all our legal costs.

## **Insurance**

You must carry all-risk comprehensive insurance on the Personal Property and keep the Personal Property granted as security to us insured to the full replacement value against any loss or damage, including any loss or damage from fire, theft, vandalism, cyclone, hurricane, earthquake, flood, tsunami, tidal wave, and other types of sea wave damages, wind, civil commotion, explosion, storm and tempest. Where required, you must also insure it against collision.

If it is a mobile home, you must also insure it against the usual motor risks on a comprehensive basis and also against loss or damage by all risks usually covered in homeowners' insurance policies (including earthquake, flood, cyclone, hurricane, tsunami, tidal wave and other types of sea wave damages and windstorm coverage where the mobile home may be located in recognized earthquake, hurricane, flood plain and windstorm zones) and against any other perils we request.

If it is an aircraft, you must carry all-risk comprehensive insurance, including collision and breach of warranty endorsement. You agree to carry additional coverage if we ask.

You may purchase any insurance required by this Agreement from an insurance company lawfully licensed or through an agent of your choice. You also agree not to assign the insurance policy or its proceeds to any other person.

The insurance you carry must be equal to the fair market value of the Personal Property granted to us as security. Your policy must also be in a form satisfactory to us and must include a clause stating that any loss is payable to us and it must also insure our interest as a separate insured party so that your acts, omissions or neglect will not affect our right of recovery under the insurance policy. In other words, in addition to the loss payable clause, the insurance policy must also provide that our coverage or interest in the insurance policy will not be invalidated by, for example, your non-disclosure, misrepresentation, breach of warranty or any loss caused by your acts, omissions or neglect provided that we pay any premiums demanded from us if you fail to do so. You give us the right to receive all insurance proceeds covering the Personal Property granted to us as security and at our discretion to apply the insurance proceeds in reduction of or for full settlement of any balance owed by you to us and you shall notify your insurer of this right.

If you fail to carry adequate insurance coverage, we may purchase it for you and charge you for the premium, the cost of which will be secured by the Personal Property granted to us as security. If the Personal Property granted to us as security is damaged, you will use the proceeds of the insurance to repair such Personal Property. However, if the Personal Property granted to us as security is lost, stolen or significantly damaged, we may decide, in our sole discretion, whether to use insurance proceeds to replace such Personal Property or to apply them to what you owe us. The loss, destruction or damage of the Personal Property granted to us as security does not excuse you from making payments to us unless the insurance proceeds paid to us pays off the total balance owing.

If we make any payments to take, hold, repair, maintain, insure or to defend claims against the Personal Property, you agree to reimburse us. The amount we pay for this insurance coverage will be added to the amount you owe under the mortgage and we can charge you interest at the mortgage interest rate. This amount is secured by the mortgaged Property and is due immediately. It is your responsibility to ensure repayment. We can, but are not obliged to, incorporate repayment of this amount into your regular mortgage payment. If such action is taken, we will notify you of the changes to your payment amount.

### **Maintenance**

You promise to keep the Personal Property granted to us as security in good repair and replace all worn, broken or defective parts. If you fail to do this, we can make the repairs and charge you for them.

We have the right to inspect the Personal Property that you granted to us as security at any reasonable time. If the Personal Property is an aircraft, you must comply with the inspection requirements of the applicable regulatory authority.

### ***Authority to hold funds on deposit***

This authority to hold funds on deposit –section applies if you agreed to provide us with the authority to hold funds on deposit as security for your indebtedness to the Bank, as indicated in the Personal Credit Agreement you signed.

This document allows us to hold the money in your Scotiabank account(s) indicated on the Personal Credit Agreement until the Loan and/or credit facility has been paid in full or the arrangement between us ends. For accounts granted or pledged to us as security, there are two key issues:

- ownership, and
- Default

## **Ownership**

You represent and warrant to us that you are the sole and legal owner(s) of the account(s) described in the Personal Credit Agreement and that no other person(s) has/have any interest including any beneficial interests in the account(s) granted to us as security.

You irrevocably agree that you cannot withdraw funds from these account(s) except those funds that are in excess of the amount granted to us as security as indicated in the Personal Credit Agreement until your Loan(s), credit facility(ies) and all other obligations owing to us are satisfied in full. Your agreement to provide this security to us is not revocable.

It is understood that, if we allow you to withdraw funds from such account(s) in the ordinary course at any time, we may require you to repay in full your Loan with us, and such permission shall be without any prejudice to our right to hold the balance(s) in any such account(s) as security and is not to be considered as a waiver by us of any such right.

## **Default**

In the event of your death or the Default of any payment of any money or in fulfilling of any of your obligations under the Personal Credit Agreement, the Security Agreement, this Agreement or in any other agreement you have entered into with us, we may immediately, without notice or consent of any person, combine or consolidate any and all of your account(s) and set-off any credit balance in the account(s) against what you owe us, or to satisfy all other obligations to us, whether they are due and payable or not, and in whatever order we may determine from time to time. If there are insufficient amounts in your account(s) to discharge all of your obligations and liabilities owing to us, you and/or your estate representative agree to immediately cover any deficiency owing to us.

## ***Assignment of life insurance – cash surrender value***

(The provisions in this assignment of life insurance – cash surrender value section and in the “Ownership”, “Maintaining the policy” and “Notice to insurance provider” sections below apply if you have agreed to provide us with an assignment of the cash surrender value of your life insurance policy as security for your indebtedness to the Bank when you signed the Personal Credit Agreement.)

You have provided the Personal Property listed in the security granted section of the Personal Credit Agreement as security to us for your Loan and/or credit facility.

An assignment of life insurance is the document we hold when you provide security by way of the cash surrender value of your life insurance as security on your Loan. This document grants us an interest in the insurance policy and all amounts accumulated to your credit or benefit such as bonuses, additions, profits or other amounts to the extent of your indebtedness to us.

When you offer, and we accept, this assignment as the security for your Loan and/or credit facility, there are two key issues:

- ownership, and
- maintaining the policy

### **Ownership**

You warrant that the life insurance policy you are assigning is valid and that it has not been forfeited, surrendered, assigned or otherwise disposed of or rendered void, and that you have the right to assign the policy.

You also warrant that the beneficiary of the life insurance policy agrees to this assignment and that we may deal with you without further reference to the beneficiary.

You irrevocably authorize us as assignee of the policy to do anything in relation to the policy as part of this assignment.

We will send a notice to your insurance company advising them of your assignment of the cash surrender value of your life insurance policy. A copy of the text is included at the end of this assignment of life insurance – cash surrender value section. We will also keep a copy of the notice attached to the copy of your insurance policy that we will keep on file.

This assignment remains as a continuing security for any and all future borrowings between you and us. We may deal with you or any other person in relation to the policy

or any other agreement without releasing any of our rights under this assignment.

While the policy is assigned to us, we may:

- take the benefit of any option granted by the terms of the policy or arising subsequently;
- accept any policy in lieu of or substitution for the policy listed in the security granted section of the Personal Credit Agreement and in so doing, have all the rights of that policy;
- sell, dispose of, or accept the cash surrender value of the policy or substituted policy, or accept one or more paid up policies or exercise any other rights, remedies or recourses permitted by applicable law, if you Default on any payment to the Loan secured by this policy; and/or
- demand or sue to recover any amount under the policy and give the insurance company a final receipt for any such payment. The insurance company in making a payment to us will not be required to determine how much money you owe us; and
- we will not be responsible for any loss that may occur in the value of the policy, or for the negligence of any lawyers (attorneys-at-law) or agents employed by us.

Our interest in your policy ends when the Loan has been paid in full.

### **Maintaining the policy**

You are responsible for paying all premiums and any other charges required and to do everything else to keep the policy in force. If you do not, we can pay the premiums and/or charge you and we can add these costs to your Loan and/or credit facility which will bear interest at the same interest rate as the Loan and/or credit facility.

You cannot change the name of the beneficiary in the policy without our written consent. You also cannot assign or otherwise dispose of the policy by will, contract or other means and you cannot change the insurance plan of the policy during the period the policy is assigned to us.

### **Notice to insurance provider (where applicable)**

If the security granted in your Personal Credit Agreement is the cash surrender value of your life insurance policy, we will ask you to sign a Notice to Insurance Provider. We will provide your insurance provider with a copy of the signed notice and ask that they acknowledge and return a copy to us.

This notice is your direction to your insurance company that you are using the cash surrender value of your life insurance policy as security on a Loan and/or credit facility. Here is the wording that appears in the Notice to Insurance Provider:

“I am informing you that I have assigned and transferred as security all rights, title and interest in the policy identified above to Scotiabank. Scotiabank can do anything in relation to my policy that I am entitled to do. Scotiabank has the right to sell, dispose of, or accept the cash surrender value of the policy listed above, or substituted policy, or accept one or more paid up policies should I default in any of my obligations to the Bank.

This assignment shall remain as a continuing security in favour of the Bank until expressly cancelled by the Bank. This assignment is irrevocable by me unless consented to by the Bank in writing.”

## Guarantee

A guarantee (**"guarantee"**) is the document we hold as security for the borrower's Loan(s) and/or credit facility(ies) when an individual, business or company (referred to as a **"guarantor"**) has agreed to pay the borrower's debts and liabilities if he or she fails to pay or perform the obligations set out in the Personal Credit Agreement, this Agreement or in any Security Agreement.

For the purposes of this guarantee section, **"you"** and **"your"** refer to the guarantor(s) that signed the Personal Credit Agreement and it also includes a business and company. If an incorporated business or company has provided the guarantee then the business or company providing the guarantee is personally liable for repayment of the borrower's debts and obligations to us.

This guarantee section applies if you agreed to provide a guarantee for any of the borrower's (including any co-borrowers) debts or obligations as described in the Personal Credit Agreement and if you signed as guarantor on the Personal Credit Agreement. As a guarantor you will receive a copy of this guarantee.

In consideration of our providing the borrower(s) with the Loan(s) and/or credit facilities and by signing the Personal Credit Agreement each guarantor agrees to be bound by the following terms of this guarantee:

- the guarantee is a continuing guarantee which means it applies to all guaranteed debts and to any balance(s) due or owing to us until they have been paid in full and is not discharged or released by any change in capacity or death of the guarantor(s) and is security for the guaranteed debts. It also means the guarantee will not be considered to be satisfied (either fully or partially) simply because you have made a payment to us as long as there are any guaranteed debts left owing after you have made the payment to us;
- as guarantor you agree that you are responsible to us up to the maximum extent allowed by applicable law for all debts and obligations (including present, future, direct, indirect, absolute, contingent, matured or not) outlined in the Personal Credit Agreement, this Companion Booklet and this guarantee and in any other Security Agreement including all interest, fees, legal and other costs and all charges and expenses (collectively we refer to these in this section as **"guaranteed debts"**), we are entitled to demand payment from you even if we have not tried to get payment from the borrower(s), or from any other person, seized and/or realized on any other security or collected under any other guarantee or from any other guarantor. You give up all benefits of discussion and division.
- "Benefit of discussion" is the right you have to ask us to use all available procedures or legal solutions against the borrower(s), other guarantors or any other person before being entitled to full payment from you under the guarantee. "Benefit of division" is when there are other guarantors who also guaranteed the borrower(s)' debt and you insist on paying us only for your proportionate share of the guaranteed debts;



- we do not have to demand or get payment from all guarantors; we can demand and get the whole amount from any guarantor or guarantors we choose (this is often called joint and several liability);
- if the borrower(s) Default(s) on any payment or obligation owed to us, we are entitled to treat all guaranteed debts as due and payable. We can then immediately demand and collect the total guaranteed amount from you;
- you must pay us immediately after we demand payment and your liability and obligation to make payment arises immediately after we have demanded payment from you. We will demand payment in writing and will mail or deliver our demand letter or notice to the last address we have on file for you;
- until we are paid in full, you agree that any interest(s) you have as guarantor including all dividends and proceeds of any securities and all amounts and obligations owing to you by the borrower(s) are fully postponed to us and you waive all rights to take legal action against the borrower(s) and to exercise rights of subrogation which are the rights to take our position and security. We are not required to marshal property which is the act of realizing security in a certain order; and
- your liability as guarantor includes the obligation to pay to us any interest the borrower(s) has not paid at the same rate payable by the borrower(s) as indicated in the Personal Credit Agreement whether it is before or after judgment (where permitted) from the date of the demand until paid in full. Subject to applicable law, you must also pay all of the costs and expenses we incur to get the money the borrower(s) owe(s) us including any costs and expenses of collecting from you including without limitation legal fees on a lawyer or attorney-at-law and his/her own client basis.

You are not released from your liabilities or obligations as guarantor or from the guarantee and this guarantee is not discharged or affected in any way if, from time to time:

- we change the terms of your or the borrower's indebtedness or if we deal with the borrower(s) on different terms than in the Personal Credit Agreement, this Agreement or Security Agreement. These changes include the terms of the credit arrangement such as discontinuing, reducing, increasing, or otherwise varying the amount of the Loan(s) and/or credit facility(ies) and the granting of time, extensions, renewals, amendments, indulgences, releases and discharges. We do not have to notify you if we make any of these changes;
- we delay or refuse to require or enforce payment of the Personal Credit Agreement, this guarantee, this Agreement or realize under any Security Agreement;

- we do not take or perfect any security interest we may have in Property or if we give up any Property or security that has been provided to us for a Loan(s) and/or credit facility(ies);
- you or the borrower(s) die or if there is any change in the borrower(s) name or change in your or the borrower(s) capacity or status including bankruptcy or insolvency or any other event that results in the borrower(s) not being under a legal obligation to pay the indebtedness owing to us, even if we advance more money after the loss of capacity, death, bankruptcy or insolvency but before we have received notice of any of these events occurring; or
- by any other event that would otherwise have the effect of discharging you from your liabilities or obligations as a guarantor unless we have agreed to such a waiver or indulgence.

You or your executors, administrators, personal or legal representatives can terminate any further liability under this guarantee by giving us thirty (30) days' notice in writing at the branch where the Loan(s) and/or credit facility(ies) is/are maintained or administered; however the termination only applies to debts and liabilities that you would have to pay on behalf of the borrower(s) after the thirty (30) day notice period has expired. You cannot terminate any debts, liabilities or obligations you have guaranteed that are owed by the borrower(s) or that arose from our dealings with the borrower(s) before we received the termination notice or for any debts, liabilities or obligations that arose during the thirty (30) day notice period even though these debts or liabilities may not yet be due or matured.

You acknowledge and agree that we can fulfill any of the borrower(s)' requirements based on any agreements (either express or implied) we made with the borrower(s) before the thirty (30) day notice period expires and that any debts, liabilities and obligations that result from our dealings with the borrower(s) are also covered by this guarantee. If there is more than one guarantor and this guarantee is terminated by one or more guarantor, the guarantee will remain a continuing guarantee for all other guarantors.

This guarantee is in addition to any security and any other guarantee we hold. The liability under the guarantee may be limited, however, only if the limitation is set out in the Personal Credit Agreement.

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