

## Consent to Receipt of Electronic Documents Terms and Conditions

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

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

In these Terms,

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

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

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

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

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

### **2. Consent and When It Takes Effect:**

(a) If you have provided the applicable consent, you will receive the following documents and other information related to the selected account(s), as applicable, through the Designated Information System:

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

If any of the documents described above are not currently available for electronic delivery, they will continue to be sent by paper until they become available in digital form for electronic delivery.

This consent applies to the selected account(s) and all subsequent extensions, renewals and amendments related to the selected account(s).

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

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

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

- (b) Tax Documents. If you have provided the applicable consent, you will receive the relevant tax documents, including the T5, T4RSP, T4 RIF, NR4, Relevé 2 and RRSP contribution receipt, through the Designated Information System excluding mobile banking for all of your savings and investment accounts. For joint savings and investment accounts, both all-to-sign and any-to-sign, the tax documents will continue to be sent in paper form to the primary account holder only until that individual has provided the applicable consent to receive them through the Designated Information System excluding mobile banking.
3. **Verbal Consent:** If you verbally consent to the electronic delivery of documents, we will confirm your consent by sending you these Terms through electronic delivery to the Designated Information System or through paper delivery. If you do not agree to these Terms, you must immediately revoke your consent as provided under "Revoking Consent" (see section 7 below).
4. **Length of Time Electronic Documents are Available:** Each document described in clauses (i) to (iv) of Section 2(a) and in section 2(b) above will be available for 7 years after it is delivered to the Designated Information System. Other documents or information delivered to you electronically will be available for 90 days. You are responsible for printing or downloading a copy of any documents delivered to you electronically for your records.
5. **Your Obligations to Access the Designated Information System:** You agree to access the Designated Information System at least monthly to review any electronic documents. All entries will be considered correct and binding on you, unless you provide Scotiabank with evidence to the contrary within the applicable time period as set out in your account agreement. If no such time period is identified, you must notify us of any error within 60 days of the date of the disputed entry. You confirm that you have the necessary technical ability and electronic resources to do this. You acknowledge that technical and security requirements for access to the Designated Information System may change from time to time. If you are unable to access the Designated Information System to meet your obligations under this section for any reason, you should revoke your consent as provided under "Revoking Consent" (see section 7 below).
- Any document delivered electronically to you under this consent will be deemed to be received by you when it is posted on the Designated Information System or made available to you through the Designated Information System, even if you do not access the Designated Information System for any reason.
6. **Providing Documents by Paper:** We reserve the right to provide you with documents by paper delivery if we are unable to provide electronic delivery (including cases where such documents are not currently in digital form), have reason to believe you may not have received the electronic document, or otherwise consider it appropriate. Any paper delivery will be provided to you at the most current mailing address that we have on file for your selected account(s).
7. **Revoking Consent:** You may revoke your consent at any time:
- i. by changing the Recordkeeping Option on Scotiabank's Digital Banking Service (through [scotiabank.com](http://scotiabank.com) or Scotiabank Mobile Banking);
  - ii. by calling 1-800-472-6842 (available 24 hours a day, 7 days a week);
  - iii. by visiting a Scotiabank Branch.

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

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

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

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

**8. Adding or Changing the Terms of this Document:** We can add or change the terms and conditions of this document from time to time. You agree to be bound by any future changes we make to these Terms. Notice of additional or amended terms and conditions may be given to you in any of the following ways:

- i. A notice mailed to you at your last address in our records;
- ii. A notice on your electronic account statement or PPS;
- iii. A notice on the Scotiabank website;
- iv. A notice posted on Scotiabank's Digital Banking Service; or
- v. A notice sent to you through Scotiabank's Digital Banking Service.

As new document types (for clarity, only those document types not already included in Section 2) become available we may ask if you want to receive that particular document type electronically as a paperless document instead of a paper document.