



## Interac e-Transfer terms and conditions

Before using the Interac e-Transfer Service, please read the agreement set out below, and then click "Agree" at the bottom.

### Definitions

1. In these Interac e-Transfer Terms and Conditions,

"Acxsys" means Acxsys Corporation, the company that operates the Interac e-Transfer Service.

"Agreement" means these Interac e-Transfer Terms and Conditions, as amended from time to time.

"Recipient" means the person to whom the Sender is sending the money.

"Sender" means the person who is initiating the sending of an Interac e-Transfer.

"Service" means the Interac e-Transfer Service.

"Transfer" means a money transfer sent or received using the Service.

"We", "our", "us", "the Bank" and "Scotiabank" mean The Bank of Nova Scotia and "you" and "your" mean the Scotiabank customer who uses the Interac e-Transfer Service as a Sender or a Recipient, as the case may be.

2. This Agreement applies to each Interac e-Transfer transaction you send or receive. It replaces all prior agreements between you and us with regard to the subject matter of this Agreement.

3. To send money from or deposit money to your Scotiabank deposit account using the Service, you must bank online with Scotia OnLine Financial Services and you must register for the Service by establishing a profile in connection with the Service (including your name and email address) and by agreeing to the terms and conditions of this Agreement.

4. To send money from your Scotiabank deposit account using the Service, you must have sufficient funds in your designated Scotiabank deposit account to cover the amount of funds being transferred plus any applicable fees.

5. You must comply at all times with the technical and security requirements which may be established with respect to the Service and which are provided to you. These technical and service requirements may be modified or replaced from time to time.

### Limits

6. You understand that the Bank, other participating financial institutions and/or Acxsys may impose limits, dollar and otherwise, that apply to your use of the Service including, without limitation, on the amount of money that you are allowed to send and receive using the Interac e-Transfer Service. These limits are subject to change without prior notice to you and can be viewed on Scotia OnLine Financial Services or through the "Ask Scotia" functionality in [www.scotiabank.com](http://www.scotiabank.com). Neither the Bank nor Acxsys



is responsible for any delays, losses or damages caused to you or any other person by the application of these limits or changes to such limits.

### **Security Question and Answer**

7. Each time you send funds to a Recipient using the Interac e-Transfer Service, you will need to create a security question (the "Security Question") and answer to the Security Question (the "Answer") that will be used to authenticate the Recipient's identity. To prevent unauthorized access to the funds, the Answer to the Security Question must be something known only to you and the Recipient. Neither the Bank nor Acxsys are liable for any unauthorized deposit if you create a Security Question and Answer that someone other than the Recipient knows or is likely to know or can be easily guessed or obtained.

The Bank will not be liable for losses incurred by Senders or Recipients as a result of the misuse, improper communication or improper disclosure of the Answer to the Security Question.

### **Cancelling or Stopping the Transfer**

8. You, the Sender, may request a "Stop Transfer" by selecting the "View, Stop Transfers or Pending" section of the Transfers function on the Scotia OnLine or Interac e-Transfer section on the Scotiabank Mobile Banking service, provided that the Recipient has not already deposited the money into his/her deposit account at a participating financial institution. Once a Recipient has deposited the money, or provided directions for the deposit of the money, you, the Sender, cannot reclaim the money. If your Stop Transfer request is accepted, the amount of the Transfer will be deposited to the Scotiabank account you select at the time of the Stop Transfer request.

### **Email Addresses, Email Accounts, Email Notifications, Instant Messages**

9. To send money to others using the Interac e-Transfer Service, you must provide your email address to us. We may disclose your e-mail address to Acxsys and their employees and agents for the purposes of processing your Interac e-Transfer Service transactions. If you change your e-mail address, you are responsible for updating our records for this Service on Scotia OnLine Financial Services.

10. The information you provide to us in connection with the Service will be treated in accordance with the terms of the Scotiabank Group Privacy Agreement. We may share your information with other participating financial institutions, with Acxsys and with its suppliers and agents for the purposes of operating the Service.

11. You agree not to provide the Recipient's email address or instant message contact information (and not to initiate a Transfer to the Recipient) unless the Recipient has consented to you giving his or her email address or instant message contact information, as the case may be, to the Bank, other participating financial institutions and Acxsys, and their respective suppliers and agents for the purposes of the Service.

12. It is your responsibility to monitor your email account for email notifications or your mobile device for instant messages regarding Interac e-Transfer transactions that you are either sending or receiving.

13. When you initiate an Interac e-Transfer transaction as a Sender, an email or instant message notification will be sent to the Recipient informing him or her that money is being transferred, and disclosing your (the Sender's) name, the name of the Recipient, and the amount of the Transfer. The notification will also instruct the Recipient on how to deposit the money to his/her deposit account.



Email messages will be reflected as being sent from your email address. Instant messages will be reflected as being sent from your instant messenger service.

14. For each Interac e-Transfer transaction, both the Sender and the Recipient may receive one or more email or instant message notifications concerning the same Interac e-Transfer transaction. Neither the Bank nor Acxsys will be responsible if an email or instant message is intentionally or unintentionally forwarded to anyone else by the Sender or the Recipient.

15. If you, the Sender, provide an invalid email address and, if for that or for any other reason, the email is not received at that email address, an email notification will be sent to you (provided that Acxsys is notified that the email was not received) advising you that the email address is invalid. When you receive the notification, you may either readdress the Transfer (provided the Transfer has not expired), or you may reclaim the Transfer amount by clicking on the link contained in the notification and providing your instructions as to the Scotiabank account to which the reclaimed funds should be deposited.

The speed at which you, the Sender will receive that email notification will depend on how quickly Acxsys is notified that the email address is invalid. Neither the Bank nor Acxsys will have any liability for any delay in notifying you that the email is invalid.

#### **Obligations of the Recipient**

16. You acknowledge that you have advised the Recipient that, in order to deposit the funds from an Interac e-Transfer which you have sent, the Recipient may be required to sign up for online banking service with a participating financial institution. If Recipient does not want to sign up for online banking or his/her financial institution is not a participating institution in the Service, in order for the money to be deposited into Recipient's bank account, Recipient may register with Acxsys by providing the Recipient's bank account and such other information as Acxsys may require. A Transfer collected by a Recipient in this way usually takes four (4) to six (6) business days after the Recipient accepts the transfer to process.

#### **Record of Transactions**

17. You agree that the Sender's financial institution, the Recipient's financial institution, and Acxsys may retain a record of the following information relevant to each Interac e-Transfer transaction: the names of the Sender and Recipient; the transit number, account number, and the names of the financial institutions of both the Sender and the Recipient.

#### **Service Limited to Canadian Funds within Canada**

18. You acknowledge that the Service is offered for transfers in Canadian funds only and may be used to transfer funds to and from Canadian dollar accounts held at participating Canadian financial institutions. A list of participating financial institutions may be obtained at [www.interac.ca](http://www.interac.ca).

#### **Timeframes for Availability of Funds**

19. Funds will generally be available to the Recipient immediately upon receiving an email or instant message notification that funds have been transferred to him or her through the Service, provided the Recipient banks online with a participating financial institution and chooses to receive funds through that financial institution. However, the actual time to receive funds may vary depending upon the



circumstances and accordingly, the Bank makes no representations regarding the maximum time to complete a Transfer.

If a Recipient chooses to receive the funds being transferred via the Service to Recipient through Acxsys, the funds will be generally be available within four (4) to six (6) business days from the date the Recipient accepts the Transfer.

Recipient may receive funds through a non-participating financial institution which is a Canadian Payments Association member, however, Recipient may incur additional charges and experience a delay in the deposit of funds to his/her account.

20. As a Recipient, you have thirty (30) days from the date a Transfer is initiated by a Sender (the "Transfer Date") to claim the funds transferred. If you send funds and the Recipient does not claim the funds within thirty (30) days after the Transfer Date, we will notify you by email and you may reclaim the funds by clicking on the link contained in the notification and providing your instructions as to the Scotiabank account to which the reclaimed funds should be deposited.

### **Fees**

21. You agree to pay and we may deduct from any of your accounts with us (even if this creates or increases an overdraft), the fees at the prevailing rates which apply to the Service. A notice of the current fees which apply to this Service is set out in the Day to Day Banking Booklet and is available at [www.scotiabank.com/emt](http://www.scotiabank.com/emt). These fees are subject to change from time to time.

You acknowledge that these fees are in addition to any Day-to-Day Banking fees which apply to your accounts. In addition, your wireless carrier's standard instant messaging and data charges apply as provided in your service plan with your carrier.

If you send money to a Recipient, the Recipient may be charged a fee to receive the funds by their financial institution or by Acxsys. The fee may be deducted from the funds they are receiving, may be an additional surcharge, or may be part of a service fee.

### **No Third Party Use**

22. You will not allow the Interac e-Transfer Service to be used by any third party to perform transactions on your deposit accounts with us for sending or receiving funds or for any fraudulent or illegal purpose or to perform money-laundering transactions.

### **Limitation of Liability**

23. The limitations of liability set out in the ScotiaCard Cardholder Agreement apply to this Agreement and to your use of the Service.

In addition to the foregoing, we, our officers, directors, affiliates, agents and suppliers are not liable to you for any losses, including direct, indirect, incidental, special, punitive or consequential losses or damages, loss of profits, damages for inconvenience, loss of revenue, loss of business opportunities or any other foreseeable or unforeseeable losses, arising from\:

- a. Acts or omissions of a Sender or a Recipient
- b. Acts or omissions of any third party including, without limitation, a participating financial institution or Acxsys



- c. Disclosure by Sender or Recipient of the Security Question and Answer
  - d. Payment of the funds being transferred to a third party who correctly answers the Security Question
  - e. The circumstances described in Sections 6, 7, 14 and 15 of this Agreement
- whether or not the act or omission would otherwise give rise to a cause of action in contract, tort, statute or any other doctrine of law, and even if the Bank was advised of the possibility of damages or was negligent.

If you use the Service to make or receive a payment for goods or services, to satisfy a debt or other obligation or to make a gift, you must settle any disputes or claims arising from such transactions directly with the Sender or Recipient, as the case may be.

#### **Termination of Agreement**

24. We may terminate this Agreement at any time upon ten days prior notice to you, or immediately and without notice in the case of your breach of this Agreement. We may immediately suspend your use of this Service and terminate this Agreement if we have reason to suspect that you have used the Service for fraudulent, illegal, or money laundering purposes, or if you have, in our sole discretion, misused the Service.

#### **ScotiaCard Cardholder Agreement**

25. This Agreement is in addition to the ScotiaCard Cardholder Agreement, as amended or replaced from time to time. In the event of a conflict between this Agreement and the ScotiaCard Cardholder Agreement, this Agreement will govern with respect to the Service.

#### **Amending this Agreement**

26. You acknowledge that we can add, change or replace the terms of this Agreement from time to time. Your continued use of the Service after we have provided notice to you following notice of such change means that you agree to and accept the new terms and conditions of this Agreement as amended, modified and/or replaced.

#### **Notices**

27. Any notice we are required to provide to you under this Agreement may be given to you by sending an electronic notice or message to the Communications Centre of Scotia OnLine Financial Services or by sending an email message to you at the last email address we have for you on our records, a text message to your mobile device at the last number we have for you on our records, or an instant message to the last instant message contact information we have for you on our records. You may terminate the Service at any time by notifying us.

#### **In Quebec**

The parties to this Agreement have requested that this document be drawn up in English. Les parties ont demandé que ce contrat soit rédigé uniquement en anglais.

Select "Agree" if you agree to the Terms and Conditions above, or select "Disagree" if you do not.

Interac is a Trade-mark of Interac Inc., The Bank of Nova Scotia is an authorized user.  
Registered Trademark of The Bank of Nova Scotia.