

## **SCOTIABANK SELECTPAY™ PLAN – TERMS AND CONDITIONS** **(effective as of July 30, 2024)**

Before you agree to convert an Eligible Purchase to a SelectPay Plan, please review and agree to these SelectPay Plan terms and conditions (the “SelectPay Terms”). **Please review these SelectPay Terms carefully before you select and consent to a SelectPay Plan.**

**Also, information regarding how we protect and manage your personal information is set out below under “Privacy and Eligibility for SelectPay Plans”.**

These SelectPay Terms form part of the Revolving Credit Agreement (the credit agreement) that applies to your Eligible Account. They apply to each SelectPay Plan you make on your Eligible Account, in addition to the Revolving Credit Agreement and the Disclosure Statement for your Eligible Account. A copy of your Revolving Credit Agreement is available online (together with these SelectPay Terms) at [www.scotiabank.com/revolvingcreditagreement](http://www.scotiabank.com/revolvingcreditagreement).

All capitalized terms not defined in these SelectPay Terms have the meaning from the Revolving Credit Agreement. Remember to also review your monthly statement for more details about each SelectPay Plan you choose.

**Privacy and Eligibility for SelectPay Plans:** Information that we hold about you may come from you directly; however, we may also collect information about you from other sources, including other finance-related organizations.

**How we use your information:** We use this information to offer you SelectPay Plans, and to improve and customize the SelectPay Plans we offer.

**With whom we share your information:** To provide “During Checkout” SelectPay Plans to eligible Scotiabank Visa credit cardholders, Scotiabank shares information about your eligibility and selections with Visa Canada Corporation and with the participating merchant with whom you make an Eligible Purchase. They use this information to display SelectPay Plans from us and to process your purchase. Visa and any participating merchant may also handle the information you or we provide them, as set out in their own privacy policies and practices. For all SelectPay Plans, we may share your information with third parties (who also have to keep it secure and confidential) in certain circumstances, including: the Scotiabank Group of Companies<sup>†</sup> (for example, for marketing purposes or internal reporting where those companies provide services to us), our service providers and their agents, fraud prevention agencies, and other finance-related entities. Your information may be stored outside of your province of residence or Canada.

**Automated Processing and Decision Making:** The way we analyze your personal information may involve automated decisions. That is, we may process your personal information using software that can evaluate your personal circumstances and other factors to address risks or outcomes. We may use such methods to make decisions about what SelectPay Plans to offer you.

**Your rights and how to refuse or withdraw consent:** You have certain rights over the personal information we hold about you, including the right to ask for a copy of the information, to correct or rectify personal information that we hold about you, or not to use your information for a particular purpose (i.e., withdraw consent). Note that your ability to exercise these rights will depend on a number of factors, and in some situations, we may not be able to agree to your request. You can refuse to consent to our collection, use or disclosure of your personal information, or you may withdraw your consent to our further collection, use or disclosure of

your personal information at any time by giving us reasonable notice, subject to limited exceptions. You can opt out of SelectPay Plans from Scotiabank by calling 1-800-4SCOTIA. For more about how your information will be handled and your privacy choices with Scotiabank, you can review the Scotiabank Privacy Agreement at [Scotiabank.com/Privacy](https://www.scotiabank.com/Privacy).

**What is an Eligible Account:** SelectPay Plans are only available if you have an “**Eligible Account**”, which means:

- you have a credit card account with us that we have designated as eligible for a SelectPay Plan; and
- your credit card account is in Good Standing.

Scotiabank may limit the number of SelectPay Plans you can have on your Account at any time. If you have met the maximum number of Plans, you may not be eligible for a further Plan.

SelectPay Plans may not be available in all provinces or territories. We may change the eligibility requirements from time to time.

We offer two types of SelectPay Plans: An installment plan (“**Installment Plan**”) and a deferred payment option plan (“**DPO Plan**”). We use the term “**SelectPay Plan**” or “**Plan**” to describe both types of SelectPay Plans.

**What is an Installment Plan:** An Installment Plan is a feature that we make available on an Eligible Account. An Installment Plan will allow you to convert an eligible purchase that you are making on your Eligible Account at point of sale (the check-out), either in-store or online at participating merchants, or a purchase that has been posted to your Eligible Account, into equal monthly installments over a fixed period. To be eligible, the purchase must be for at least \$100 in Canadian dollars (including taxes), or such other amount as we may advise you of from time to time (including if we advise you of a different amount in the offer we send to you) (the “**Eligible Purchase**”).

**What is a DPO Plan:** A DPO Plan is a feature that we make available on an Eligible Account. A DPO Plan will allow you to convert an Eligible Purchase (as defined above) into a DPO Plan to defer payment of that Eligible Purchase over a fixed period of time, after that Eligible Purchase has been posted to your Eligible Account. DPO Plans are not available to Quebec residents or at checkout.

**Other definitions** you should know that apply to your Plans and these SelectPay Terms and that may appear on your statement:

“**Account Balance**” appears on your statement and is the total amount of your previous balance (from your prior statement), plus all new Transactions posted to your Eligible Account as of the statement date, including interest and fees or other Transactions, minus any payments and credits posted to your Eligible Account as of your statement date. If you have a SelectPay Plan, it also includes the amount of any Eligible Purchase converted into a Plan and posted to your Eligible Account as of your statement date, plus, any interest or fees relating to that Plan, that have posted to your Eligible Account as of your statement date. If you do not have a Plan on your Eligible Account, your New balance on your statement is equal to your Account Balance (unless you have a credit balance on your Eligible Account).

“**Good Standing**” means that (i) your Eligible Account is not past due (including any payment(s) due for a SelectPay Plan), not in default and you are not in breach of any terms of the credit agreement that applies to your Eligible Account (including the Revolving Credit Agreement which includes these SelectPay Terms and Conditions) and (ii) you are handling your Eligible Account as required by the Revolving Credit Agreement or our requirements.

**“Total Minimum Payment”** is the total Minimum Payment that is owed each month, as disclosed on the statement for the Eligible Account (calculated as described in the Disclosure Statement) and if you have a Plan, it will also include your Current Installment Payment(s) due for any Plan(s) on that statement (calculated as described in these SelectPay Terms).

**Eligible Purchases:** We may make an offer to allow you to convert an Eligible Purchase to a SelectPay Plan in two ways:

- i. if we identify an Eligible Purchase to you at point of sale, either in-store or online at participating merchants (a “During Checkout” SelectPay Plan) **or**
- ii. after an Eligible Purchase has been posted on your Eligible Account in a statement period (as shown on your statement) (an “After Purchase” SelectPay Plan).

For an After Purchase SelectPay Plan, you may select an Eligible Purchase to convert to a SelectPay Plan after it has posted to your Eligible Account through our Scotiabank online or Scotiabank mobile banking services and before the Eligible Account’s next statement date. An Eligible Purchase cannot be converted into an After Purchase SelectPay Plan until the date it is posted to your Eligible Account which may be different from the Transaction date of that Eligible Purchase.

Certain amounts cannot be converted into Plans including Cash Advances or any balances previously converted into Plans.

#### **Timing to Select a Plan:**

If we make an offer to you, you may convert an Eligible Purchase at the point of sale, either in-store or online (a “During Checkout SelectPay Plan”) but if you do not convert it at that time, then it is no longer eligible for a During Checkout SelectPay Plan.

You may be able to convert an Eligible Purchase if we identify it in the statement period in which it is first posted to your Eligible Account but has not yet appeared on your statement to an After Purchase SelectPay Plan. In this case, you must convert that Eligible Purchase to a SelectPay Plan during the same statement period in which it was posted to your Eligible Account and before the next statement date. After that, the Eligible Purchase is no longer eligible for an After Purchase SelectPay Plan.

Your SelectPay Plan will appear on your statement once it has been activated and posted to your Eligible Account (the posted date) on your statement (shown as the **“Start Date”** on your statement or also referred to as the **“Enrollment Date”**).

If your Eligible Purchase contains multiple items which the participating merchant charges to your Eligible Account as separate Transactions (for example, if they are shipped separately), multiple SelectPay Plans may be set up for that same Eligible Purchase. If multiple Plans are set up, the Plan Terms for those Plans will be consistent with the terms you agreed to when you converted your Eligible Purchase to that Plan.

**Payment Terms that apply:** When you agree and consent to convert an Eligible Purchase to a Plan, you are agreeing to convert the Eligible Purchase into the terms offered to you.

The terms for an Installment Plan include: (i) any interest rate(s) that apply to the Installment Plan (the **“Installment Interest Rate”**); (ii) any fees that apply to the Installment Plan (the **“Installment Fees”**); and (iii) the payment period that we offer to

you and you select for the Installment Plan (a **“Payment Period”**).

Any applicable Installment Interest Rate applies from the **Enrollment Date** until the amount under the Installment Plan is paid in full. Interest may also apply on any one-time Installment Fee. See the section “Fees and Interest; How we charge Interest under a SelectPay Plan” for more details on when and how we charge interest on your Installment Plans.

The terms for a DPO Plan include: (i) any one-time fees that apply to the DPO Plan (the **“DPO Fees”**); and (ii) the deferral period that we offer to you and you select for the DPO Plan (the **“Deferral Period”**).

Interest will not accrue on the amount of the Eligible Purchase you have converted to a DPO Plan (“DPO Amount”) during the Deferral Period. Interest will apply on any one-time DPO Fee charged on a DPO Plan. See the section “Fees and Interest: how we charge Interest under a SelectPay Plan” for more details on when and how we charge interest on your DPO Plan.

**For all Plans:** The exact terms of each Plan may vary. We will disclose the exact terms that apply to your SelectPay Plan at the time you select it (including in any offer we provide to you).

Once you select those terms for your SelectPay Plan that we have offered you, those selections will apply to the Eligible Purchase under the SelectPay Plan.

**When will a SelectPay Plan appear on your statement:** It may take approximately 1 to 3 business days for an Eligible Purchase to post to your Eligible Account as a SelectPay Plan and to appear on your Scotiabank online and Mobile app. Your Enrollment Date (or the “Start Date”) also appears on your statement (as the posted date) under the details about each of your SelectPay Plans.

**What you must pay:** You agree to pay all amounts owing under each SelectPay Plan that you accept, including all payments under a Select Pay Plan, any fees and any other amounts that may become due and payable on their payment due date as shown on your statement.

**Changing the SelectPay Plan:** You cannot change the terms of a SelectPay Plan once you have accepted them. You can however choose to cancel the SelectPay Plan at any time during the Payment Period. See the section “Cancelling a SelectPay Plan” in these SelectPay Terms for more details on how to cancel a SelectPay Plan and what happens when you do.

**Who can accept and consent to a SelectPay Plan:** Eligible Purchases can only be converted to a SelectPay Plan by the Primary Borrower of an Eligible Account.

#### **Minimum Payments and Other Payments:**

**For Installment Plans:** The monthly SelectPay payment, any monthly fees and the amount of any interest charged at the applicable Select Pay Interest Rate that is part of your SelectPay Plan will form part of the minimum payment for each statement during the Payment Period as your “Current Installment Payment” for that month (calculated as described below).

The total amount of your Installment Plan is comprised of the following:

- Amount of the Eligible Purchase (including any applicable taxes);
- Plus, any monthly Installment Fees that apply during the Payment Period; and
- Plus, any Interest Rate charges that apply.

The above total amount of your Installment Plan will be divided over the months you selected in your Payment Period in monthly installment payments of equal amounts, except for the last installment payment, which may be higher or lower than the other installment payments, due to rounding.

These installment payments are included in your **Total Minimum Payment** on your statement each month (and appear on your statement under the heading “Current Installment Payment”), are part of the “New balance” owed in the statement period that appears on your statement and is included in your Account Balance.

The Current Installment Payment is charged on each statement starting with the first statement provided to you following the Enrollment Date.

When you have an Installment Plan, we must receive payment of your **Total Minimum Payment** that appears on your statement each month by the payment due date on that statement. The Total Minimum Payment includes the Current Installment Payment that you owe in addition to any other amounts shown on your statement as part of your minimum payment (calculated as described in your Disclosure Statement when you do not have a Plan). Remember to allow for a few days for your payment to be processed depending upon the payment method you are using.

**One-time Fees for a Plan:** If a one-time fee applies to a Plan, the amount of that fee will be disclosed to you before you select your Plan and that fee will be charged to your Eligible Account on the date your Eligible Purchase is converted to a Plan (the Enrollment Date). The fee will appear in the first statement after the Enrollment Date. This fee will not apply to Quebec residents.

This fee will be charged interest at the annual interest rate on Purchases that applies to your Eligible Account from the Enrollment Date until the fee is paid in full. Any one-time fee for a SelectPay Plan will be treated as an interest-bearing fee and receive an interest-free grace period like other new Purchases. This fee will not form part of your minimum payment.

#### **Missing a Current Installment Payment**

If we do not receive payment of the entire amount of your Current Installment Payment by the payment due date shown on that statement, any unpaid portion of that Current Installment Payment will accrue interest at the annual interest rate that applies to Purchases on your Eligible Account beginning from the first day of the statement period after the missed Current Installment Payment until that amount is paid in full. You will still owe us payment of any Current installment Payment(s) due after that missed payment.

#### **Missing your Minimum Payments**

If you have a SelectPay Plan and we do not receive payment of the Total Minimum Payment on your statement **two (2) consecutive times**, we have the right to cancel any of your SelectPay Plan(s).

#### **Fees and Interest; How we charge Fees or Interest under a SelectPay Plan:**

**Fees For Plans:** We may charge a one-time fee or a monthly fee that applies during the Payment Period of the Plan. We will disclose the amount and the frequency of that fee to you at the time you select a Plan.

Any monthly fee will form part of your Total Minimum Payment in the first statement (and any subsequent statement thereafter) following the Enrollment Date. Any one-time fee will not form part of your Total Minimum Payment. See the “**Minimum Payments and Other Payments**” section in these SelectPay Terms for more details.

**How we Charge Interest:** How we charge Interest on a SelectPay Plan is described below:

**Prior to the Enrollment Date (Interest-Free Grace Period on Eligible Purchases):** Similar to other new Purchases on your Eligible Account, you will keep your interest-free grace period on the amount of any new Eligible Purchase. If we receive payment by the payment due date of your balance owing on that statement (the amount that appears as your “New balance”) at the end of the statement period in which that new Eligible Purchase appears for the first time. If we do not receive payment in full of the New balance by that payment due date, we will charge interest on the new Eligible Purchase from the transaction date of your new Eligible Purchase until the Enrollment Date, at the annual interest rate that applies to Purchases on your Eligible Account.

**From the Enrollment Date to the last day in the Installment Plan Payment Period :** Once you convert your Eligible Purchase to an Installment Plan, as of the Enrollment Date, your Eligible Purchase (divided into equal monthly payments) is charged interest each month from the Enrollment Date at the Installment Interest Rate that applies to your Installment Plan until the last day in your Payment Period.

**From the Enrollment Date to the last day in the DPO Plan Deferral Period Only:** Once you convert your Eligible Purchase to a DPO Plan, as of the Enrollment Date, your Eligible Purchase is not charged interest from the Enrollment Date until the last day in your Deferral Period.

**From the Enrollment Date (Interest-Free Grace Period on One-Time Fee):** Similar to other new Purchases on your Eligible Account, you will keep your interest-free grace period on the amount of any new one-time fee, if we receive payment by the payment due date of the New balance at the end of the statement period in which that one-time fee appears for the first time. If we do not receive payment in full of that New balance by that payment due date, we will charge interest on the new one-time fee from the Enrollment Date, at the annual interest rate that applies to Purchases on your Eligible Account until that amount is paid in full.

**After Plan is Cancelled:** After the cancellation is processed to your Eligible Account, any amount of your Eligible Purchase converted to a Plan that remains unpaid at that time, the “Outstanding Installment Balance” or the “DPO Amount” as applicable, and referred to on your statement as the “**Outstanding Plan Balance**”) will be charged any interest as follows:

**For an Installment Plan that is cancelled:**

- a. If we receive payment of the New balance that appears on the statement by the payment due date on which the cancellation was processed, **then you will not be charged interest on the Outstanding Installment Balance.**
- b. If we do not receive payment of the New balance that appears on that statement,

then interest will apply on the amount of the Outstanding Installment Balance beginning from the first day of the Statement Period after the cancellation until that amount is paid in full at the annual interest rate that applies to Purchases on your Eligible Account.

**For a DPO Plan that is cancelled:**

- c. For any DPO Amount that remains unpaid at the end of your Deferral Period, you will be charged interest at the annual interest rate that applies to Purchases from the first day after your Deferral Period ends. **There is no new interest-free grace period for that DPO Amount.**

Any applicable interest we charge under a SelectPay Plan is added to your Eligible Account at the end of each statement period. **However, we do not charge interest on interest.**

**For purposes of the above “cancellation” also means if the Plan has expired.**

**Applying your payments to a SelectPay Plan:** When you have a SelectPay Plan on your Eligible Account, you cannot allocate payments between your SelectPay Plan and any other balance of your choice, including a different SelectPay Plan. When we refer to “billed”, it means it has appeared on a statement; and “unbilled” means it has been charged to the Eligible Account but has not yet appeared on a statement.

We apply payments made to your Eligible Account for which you have a SelectPay Plan as follows:

The **Total Minimum Payment** is applied as follows:

- **first**, to your **Current Installment Payment** (before any payments are applied to the remainder of your Total Minimum Payment);

If you have more than one Installment Plan, your payment will be applied to your Installment Plan(s) in the order of lowest to highest interest rates for each Plan or if all Installment Plan(s) have the same interest rate(s) we apply the payment based on the earliest expiry of Enrollment Dates.

Then we apply the **remainder of your Total Minimum Payment** in this order:

- **first**, to any interest charges that we have billed;
- **second**, to any fees that we have billed;
- **third**, to any Transactions (including any Purchases or Cash Advances that we have billed, including any amount that exceeds your Credit Limit (Overlimit) or any past due amounts);
- **fourth**, to any Transactions that are unbilled (excluding unbilled fees);
- **fifth**, to any unbilled fees; and
- **sixth** to any unbilled Outstanding Installment Balance under an Installment Plan.

Within any of the above categories (first to sixth) the amounts with the lowest interest rate(s) are paid first before those with higher interest rate(s).

Then, we apply any payment that is made **in excess of your Total Minimum Payment to the remaining balance (the New balance) on the Eligible Account**, in the order that is described under the “Applying your Payments” section in the Revolving Credit Agreement under the section relating to **payments in excess of the Minimum Payment**” (using the pro-rata basis to

allocate payments to the remaining balance (the New balance) on the Eligible Account as described in further detail in the Revolving Credit Agreement).

If we receive payment of more than your New balance (in other words, you have paid more than the billed balance (the “New balance”)), we will apply any payment amount in excess of the New balance to unbilled Transactions including any Current Installments Payments or any DPO Amount not yet billed (unbilled) to your statement.

You can always pay your balance in full at any time even when you have a SelectPay Plan.

If you still have a credit balance on your Eligible Account, we will apply it to any future items that are unbilled, unless you ask us to return the credit balance to you. **Note, we do not pay interest on credit balances.**

After we have applied your payments as described above, if your SelectPay Plan(s) are paid in full, it will result in your SelectPay Plan(s) expiring early.

**Vouchers:** If you receive a credit or refund or other reduction for any portion of the amount of an Eligible Purchase that is part of a SelectPay Plan, it will not be considered a payment to your Eligible Account and will only be applied to reduce any outstanding balance that you still owe on your Eligible Account.

**Cancelling or Ending a SelectPay Plan (including when it expires):** You may cancel your SelectPay Plan through Scotiabank online or mobile banking at any time after it has been posted to your Eligible Account by giving us notice that you wish to do so. Please allow 1 to 3 business days for us to process any cancellation request.

Once you cancel a SelectPay Plan, any Outstanding Plan Balance (the amount of the Eligible Purchase remaining unpaid at that time under the SelectPay Plan) owing on your Eligible Account will accrue interest at the annual interest rate that applies to Purchases on your Eligible Account until that amount is paid in full. You still owe us payment of the Outstanding Plan Balance even if you have cancelled the SelectPay Plan.

We may cancel your SelectPay Plan (even before it expires) immediately without prior notice if:

- your Eligible Account is no longer an Eligible Account (including if it is no longer in Good Standing);
- your Eligible Account is closed for any reason;
- you become a resident of Quebec and (i) you have an SelectPay Plan with a fee associated with it; or (ii) you have a DPO Plan; or
- you have selected a SelectPay Plan at point of sale (at check-out), either online or in-store (a During Checkout SelectPay Plan), and the amount of the Eligible Purchase under that SelectPay Plan is refunded or credited in full within 60 days from the date of the transaction of your Eligible Purchase.

We may also cancel a SelectPay Plan immediately for any other reason with or without notice (unless notice is required by law).

If you switch your Eligible Account to another Eligible Account, the SelectPay Plan will be moved to your new Eligible Account and continue until the end of the Payment Period or Deferral Period of the Plan.

If either you or we cancel a SelectPay Plan, you must still pay the amount that remains unpaid under that SelectPay Plan and any other amounts you owe us in full. All terms of the



Revolving Credit Agreement also continue to apply to those amounts.

If a Card on your Eligible Account is replaced due to it being a lost or stolen credit card, your SelectPay Plan will not be cancelled. If a Card on your Eligible Account is replaced due to fraud, your SelectPay Plan may be cancelled.

**Changes to these SelectPay Plan Terms and Conditions:** We may change any of these SelectPay Plan Terms and Conditions as set out in the Revolving Credit Agreement under the heading “Changes to this agreement or the services we offer”.

**Quebec Residents Only / Résidents du Québec seulement:** You acknowledge that the French and English versions of this agreement were remitted to you. You expressly request and agree to be bound exclusively by the English version of this agreement and that all related documents, including any notices, be drafted in English only. Vous reconnaissez que les versions française et anglaise de cette convention vous ont été remises. Vous demandez et acceptez expressément d'être lié exclusivement par la version anglaise de cette convention et que tous les documents qui s'y rattachent, y compris tous avis, soient rédigés en anglais seulement.

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

Effective as of July, 2024