

PLEASE READ THESE TERMS AND CONDITIONS BEFORE USING SCOTIA* MOBILE BANKING. BY USING SCOTIA MOBILE BANKING YOU CONFIRM THAT YOU ARE LEGALLY BOUND BY THESE TERMS AND CONDITIONS, THE [ScotiaCard*CARDHOLDER AGREEMENT](#), THE [Personal Financial Services Agreement](#) AND OUR [Safe Computing and Mobile Practices](#), ALL AS MAY BE AMENDED OR CANCELLED FROM TIME TO TIME (COLLECTIVELY, THE "TERMS AND CONDITIONS").

WE MAY, IN SOME CIRCUMSTANCES, ALLOW YOU TO SIGN INTO SCOTIA ONLINE INTERNET BANKING AND/OR SCOTIA MOBILE BANKING USING YOUR SCOTIABANK CREDIT CARD. IF WE DO, THE SECURITY, CONFIDENTIALITY AND OTHER OBLIGATIONS THAT APPLY TO A SCOTIACARD BANKING CARD AS SET OUT IN THESE TERMS AND CONDITIONS ALSO APPLY TO YOUR SCOTIABANK CREDIT CARD.

BY USING SCOTIA MOBILE BANKING, YOU WILL BE TAKEN TO HAVE READ, UNDERSTOOD AND ACCEPTED THESE TERMS AND CONDITIONS IN THE SAME WAY AS IF YOU SIGNED A PRINTED VERSION AND YOU WILL BE BOUND BY THEM AND THEY WILL CONTINUE TO APPLY EVERY TIME YOU USE SCOTIA MOBILE BANKING.

PLEASE NOTE THAT YOUR WIRELESS CARRIER'S STANDARD DATA FEES APPLY.

1. In these terms and conditions, "we", "our" and "us" and "the bank" mean The Bank of Nova Scotia and "you" and "your" mean the individual who is using *Scotia* mobile banking.
2. You must meet and comply at all times with the technical and security requirements that we establish regarding *Scotia* mobile banking and that we provide to you from time to time.
3. There is no contractual arrangement or relationship between us and your mobile or wireless carrier as it relates to the *Scotia* mobile banking service.

Notification of changes

- You agree that we can amend, modify, change or replace these terms and conditions, the technical and security requirements and/or any of the services provided under these terms and conditions at any time by posting a notice on the *Scotia* mobile banking sign-on page or on our website. The new or revised terms and conditions, technical and security requirements and/or services provided under these terms and conditions are effective and binding on you when we notify you of such change. If you continue to use *Scotia* mobile banking after we post the notice that means you agree to and accept the new or revised terms and conditions, technical and security requirements and/or the services provided under these terms and conditions as amended.

- If you do not agree with the new or any changes made to these terms and conditions, the technical and security requirements and/or the revised *Scotia* mobile banking service you must immediately stop using the *Scotia* mobile banking service and notify us.

Suspension or termination of service

- We can suspend or terminate your *Scotia* mobile banking services if we believe you are in breach of these terms and conditions or any other agreements that you have entered into with us. If we suspend or terminate your *Scotia* mobile banking services, we will notify you. Your *Scotia* mobile banking service is also subject to termination in the event that your mobile device service terminates or lapses. There are no fees or any associated costs if you or we terminate your *Scotia* mobile banking service.
- We can discontinue the *Scotia* mobile banking service at any time. If we do, we will post a notice thirty (30) days in advance on the *Scotia* mobile banking sign-on page or on our website.
- If you want to disable accessing your accounts on *Scotia* mobile banking, you can sign-in to *Scotia OnLine* Internet banking or contact 1-866-9SCOTIA (1-866-972-6842) from USVI and USA only.

Privacy

- You acknowledge and accept that we will partially mask your account numbers, but balance and other information about your bank account(s) or credit card accounts may be included and stored on your mobile device. You acknowledge and agree that we will not be liable to you for any loss that you may suffer including if your mobile device is lost or stolen.
- Anyone with access to your mobile device could view its content unless you lock your device. You are responsible for keeping this information confidential and secure.

Your responsibilities

- It is your responsibility to determine with your wireless carrier if your mobile device is capable of accessing the Internet.
- *Scotia* mobile banking is subject to the terms and conditions of your agreement with your wireless carrier and/or Internet service provider. You are responsible for any fees imposed by your mobile service provider and Internet service provider of any kind.

***Scotia* mobile banking security guarantee**

- We will fully reimburse you in the unlikely event that you suffer direct financial losses due to unauthorized activity in your accounts accessed through *Scotia* mobile banking provided you have met your security and other responsibilities.

That means you must abide by the terms of the customer agreements such as the [ScotiaCard Cardholder Agreement](#) and the [Personal Financial Services Agreement](#) and any other agreements you have entered into with us that govern your personal banking or other financial service or product offered by us and follow the guidelines of our [Safe Computing and Mobile Practices](#).

- You must always keep your *ScotiaCard* number, password, access code, personal identification number (PIN) and *ScotiaCard* security code number (last three italicized numbers printed on the back of your *ScotiaCard* banking card) and the answers to any online security questions (personal verification questions) you have chosen that allow you to sign-on to *Scotia OnLine* Internet Banking and *Scotia* mobile banking **confidential**. Do not divulge this information to anyone—including family members, friends, employees, accountants and bookkeepers or anyone else. Do not write this information down or keep a poorly disguised record of it or keep it together with your *ScotiaCard* banking card or save this information in your mobile device.
- You must notify us immediately in the event of loss, theft, misuse or compromise of your *ScotiaCard* banking card, or *ScotiaCard* number, password, access code, PIN or *Scotia* mobile banking session. You can contact us at 1-866-9SCOTIA (1-866-972-6842) from USVI and USA only.
- Do not respond to text messages, pop-ups, emails or other Internet requests that ask you to reveal personal information about yourself or your Scotiabank accounts. We will **never** send you unsolicited text messages or emails asking for your password, PIN, credit card, account numbers, etc. We will **never** ask you to validate or restore your account or *Scotia* mobile banking access through unsolicited text messages or emails.
- You must review your statements and report any errors in a timely manner. Different transactions have different reporting deadlines. Please see the applicable account agreement statement for further details.
- You agree to assist us in any investigation into improper access to your accounts.

Limitation of liability

- You agree that neither we, your wireless carrier, nor any other third party associated with providing *Scotia* mobile banking services will be liable to you or anyone else for any direct or indirect, special, consequential, exemplary or punitive damages or for any losses arising out of your use or inability to receive or to use *Scotia* mobile banking services, regardless of the cause of action, including negligence, even if we are advised of the possibility of such damages.
- We provide *Scotia* mobile banking as a convenience to you for information purposes only. The information contained in the various web pages do not constitute a bank record for the bank account(s) to which it pertains.
- *Scotia* mobile banking is subject to the agreements you have in place for the products and services that you have with us.

Conflict

- If there is a conflict between a term in these terms and conditions and in any other agreement between you and us then these terms and conditions will apply to the extent necessary to resolve the conflict.

Governing law

- These terms and conditions will be governed exclusively by the federal laws of the United States of America and the laws of the United States Virgin Islands. You and we agree that the courts of the United States Virgin Islands will have jurisdiction for the determination of any matters arising out of these terms and conditions.

* Trademarks of The Bank of Nova Scotia.