

# ScotiaMocatta Webstore Terms and Conditions

## General

The ScotiaMocatta Precious Metals eStore (also referred to as the "eStore") is an on-line store for purchasing precious metal products from The Bank of Nova Scotia through the Internet. You must be of the age of majority in your province or territory of residence to register and make purchases through the eStore. Once you have registered for the eStore, you may complete purchases through the eStore using your Visa or MasterCard credit card or Interac Online debit card. We will set a maximum daily transaction limit (purchase amount before taxes, administration fees and shipping). We will post this amount in the Quick Facts document posted on the eStore website and we may change it from time to time without prior notice. The eStore is only available to residents of Canada and purchases through the eStore will only be delivered to Canadian residential addresses. We do not deliver to PO boxes, commercial or general delivery addresses. If we are unable to deliver to your address, you will be notified via e-mail.

If you visit the eStore site or purchase an item on it, you agree to these terms and conditions. Your future use of the eStore site means that you agree to the terms and conditions in effect at that time. Please see the [Purchase Terms and Conditions](#).

You also agree to be bound by and abide by any policies currently in place or developed in the future with respect to the use of the site or transactions which can be conducted on the site. Any policies we have will be posted on the External Links section of the eStore. Your use of the eStore indicates your agreement to the policies in place at the time of such use.

You are encouraged to print or save this Agreement for your future reference.

YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS AND ANY RELATED POLICIES WHEN YOU USE THE eSTORE SITE AND THE SERVICES OFFERED THROUGH IT. IF YOU DO NOT AGREE, YOU MAY NOT USE THIS SITE.

## Registration

You must create a profile for the eStore which will contain your name, address, e-mail address and telephone number. This information is stored in a secure manner. Other information will be required to validate your identity (such as date of birth, driver's license, or other relevant identification) as well as your preferred method of payment and other information. You will also be asked to choose a login name, password, and set up certain questions to which only you know the answers. This information will be referred to collectively as your "Login Credentials." This information will be used to access the catalogue and purchase areas of the site. Your "Login Credentials" will be treated as your electronic signature for all aspects of the eStore, especially for the purchase of any item from the eStore. You must keep your PIN secure and not divulge it to any other person. You must not store it in a manner that would make it available to any other person such as by writing it down, whether disguised or not. You also must not choose a PIN which is based on readily known information such as your birthday, telephone number or license plate, amongst other information. For more information with respect to the choice of your "Login Credentials", please see the [Protect Your PIN](#) page. You should also follow the [Safe Computing Practices](#). Note that we will never ask for your e-mail address or password through e-mail or other means.

## Communicating with Us

If you wish to communicate with us about any aspect of the eStore, please [e-mail us](#). If you e-mail us, you agree to accept communications from us electronically. Our business address is:

40 King Street West,  
Toronto, Ontario, M5H 1H1  
Canada

Attention: ScotiaMocatta

You may send us written correspondence, although we encourage you to use our e-mail facility.

## Information Use

We will use the information you have provided us to validate your identity by accessing your credit data from a credit bureau in Canada or elsewhere. We will use it to corroborate the information you have given us, including your address, to enable us to confirm your identity as required under the relevant "Know Your Client" requirements we are subject to. You specifically consent to our accessing credit bureau information about you for these purposes. This information will not be used in any credit assessment. We will also provide your name, address and email information to the courier service provider for shipping purposes. In addition, you agree that we may use the information you provide us for the other purposes set out in the Scotiabank Group Privacy Agreement. You agree to be bound by the terms of the [Scotiabank Group Privacy Agreement](#). You may withdraw your consent to certain aspects of the Agreement, for example for marketing purposes, by contacting us at your local branch or sending an e-mail to our [Support Desk](#).

## Registration Fee

You will be charged a fee when you sign up to register for the eStore. The fee (referred to as the "Registration Fee" or "Identity Verification Fee") is to pay for the identity verification process through the credit bureau information referred to above. The fee is currently \$10 Cdn but we may change it from time to time. If we change it, we will update these terms and conditions and the fee schedule for the eStore. If you make a purchase through the eStore, we will refund this fee as a credit on your first purchase transaction. You will pay our then-current fee each time you change your address on your profile regardless of whether you have made a purchase or not. This fee is required to pay for the costs associated with identity verification. If you make a purchase through the eStore, we will refund you this fee as a credit on your next purchase transaction. In some cases, we may not be able to authenticate the information you have given us. We may, but are not obliged to, further investigate your registration information. However, regardless of whether we do this or not, you will still be charged the registration fee. If we cannot verify the information you have given us, we will not register you.

## Catalogue

The items available for purchase through the eStore will be set out in the catalogue portion of the web site. These items will change from time to time. The items may not be exactly as illustrated and are subject to availability. The dimensions and weight are approximate.

All items are subject to availability. We will tell you whether a particular item is available or not. The catalogue will be amended from time to time.

## Pricing

The price indicated next to the items in the catalogue is what is called "indicative pricing". This is a price that indicates the approximate sale price of each item without taking into account short term increases or declines. **The price next to the item in the catalogue is not the final price of the item.** Once you click on an item, you will be given a live quote which is refreshed periodically. **This is not the final price.** The final price for each item will only be indicated on the final market order page which will be the sale price if the order is completed within the time limit indicated on the page. If you do not complete your purchase within the period of time indicated, you must complete a new order which will have a different sale price based on the movement of the price of the item in question in the ensuing time. Any taxes which are payable on your purchase will be added to the total amount required to be paid by you. All amounts are quoted in Canadian dollars.

## Completing Your Transaction

You will be asked to add your chosen item(s) into your shopping basket as well as indicate the manner in which you wish to pay for them. Any purchase will be subject to the rules and agreements you have in place with your credit card provider or financial institution. Each transaction may be subject to further verification by your credit card provider or financial institution and you may have to input further passwords to verify the transaction.

Your clicking on the "Accept" button means that you have agreed to purchase the items indicated in your shopping cart and the terms set out in this agreement. You will be given the opportunity to review the terms of your purchase prior to being asked to agree to complete it. We encourage you to check it carefully to avoid any errors.

We reserve the right to cancel any transaction you may make through the eStore, including after you have received a confirmation from us that the proposed transaction has been received and is being processed. We may do so in our discretion, including in cases where we suspect attempted fraud. You may not cancel any transaction after you have clicked on the "I Agree" button of the final confirmation page at which point all such sales are final.

The total purchase price will be made up of several components. The first will be the final price for the item(s) you have purchased. We will also charge an administrative fee for the transaction which will be 3 percent of the total transaction price plus a flat fee of \$12, which may be changed from time to time. This fee is to cover our handling and insurance costs. In addition, you will pay the shipping fees for the order which will be set out on your confirmation page. These fees are set by courier service provider and are paid to them. All these fees are not refundable. These fees are more fully described on the Frequently Asked questions posted on the eStore.

Note that purchases made at different times cannot be combined into a single order and will be processed and delivered separately.

## Shipping

Anything that you purchase through the eStore will be delivered to the address you have indicated in your registration profile. eStore purchases may not be delivered to any other

address. Your purchase will be delivered by the courier service provider at your expense and the cost of delivery will be quoted to you in your purchase order. Delivery will be subject to the courier service provider's normal terms and conditions which are available on the courier's website (courier service provider indicated on purchase receipt). In making your purchase, you agree to these terms and conditions. The shipping costs are non-refundable. You agree that the courier may leave the parcel containing your purchase with an apparently adult person at the address you have indicated in your profile. Neither we nor the courier shall have any responsibility to prove the age of the recipient or determine their identity. It is your responsibility to ensure that you have made proper arrangements for the receipt of the parcel containing your purchase.

If your purchase is not delivered within 5 to 7 business days after purchase, contact us through the means we have set out in this Agreement.

### **Refunds**

Except in the case of an unequivocal error on our part, we will not refund all or any portion of the purchase price for your purchases. If we have sent you an item other than the one you have purchased, your sole remedy will be that we will send you the correct item on return of the item incorrectly sent undamaged and with its original packing slip and packaging. Otherwise, we will re-purchase the item from you at our then-current purchase price plus our normal fee for this service. This purchase price may be greater or lesser than the one in place at the time you purchased the item.

### **Liability**

If your "PIN Login Credentials" are used to make any purchases on the eStore we will consider that it has been used by you in agreeing to the transaction and we will hold you liable for all such use. For this reason you must adhere to the safe computing practices which are set out above or are made available from time to time. You will be liable to complete the transaction.

### **Records**

We will provide to you a confirmation page which will have all of the information with respect to your purchase. An e-mail confirmation will also be provided to you after your order has been processed. You may print this document or save it to your computer. You will be given a summary of your purchase for your review prior to your final agreement to it. We strongly urge you to review your purchase order carefully prior to completing it to ensure that it reflects your understanding of the transaction.

We will also email you an invoice. That document as well as this Agreement constitutes the whole agreement between us.

You agree that our records of any transaction or other activity conducted through the eStore will be binding unless you can provide us with compelling evidence that they are incorrect. You will have 15 days from the submission date of an order to report any issues with respect to that order including non-delivery and non-compliance with the order you made. We will then undertake an investigation which will be completed within 30 days after reporting. Some complaints may take longer to resolve as a result of evidence gathering and we will work with you to come to an appropriate resolution.

## Disputes

Any dispute arising out of your visiting or use of the site or to products you have purchased through the Site shall be settled pursuant to the [Scotiabank Disputes Resolution Procedures](#) or available at any Scotiabank branch.

## Intellectual Property

All content on the eStore site such as text, graphics, logos, images, software and the like are copyright and the property of The Bank of Nova Scotia or we have obtained a license to use this intellectual property. All trade marks are property of The Bank of Nova Scotia unless they are third party marks for which we have a license or other ability to use. The software or code used to provide the site is the property of or licensed to The Bank of Nova Scotia or we have permission to allow access to such software or code.

You are granted a license to access the eStore site for the purposes for which it was intended by us. You may not change or modify any portion of it and may not copy, reproduce, sell or otherwise exploit the site. You are granted a limited, revocable and non-exclusive right to access the site.

We may provide links to other sites and companies as a convenience. We are not responsible for reviewing or evaluating the site and we shall have no liability for your use of any site. We make no warranty with respect to any linked site. We shall have no responsibility or liability with respect to any linked site and you should examine any privacy or use rules with respect to a linked site. Any link to a third party web site is not an endorsement of that site and The Bank of Nova Scotia is not responsible for its content or for any consequences of your visiting the site.

## General

"Scotiabank", "we", "our" and "us" refer to The Bank of Nova Scotia and, if appropriate, its subsidiaries and affiliates. "You" and "your" refer to the registered customer of the eStore. "Site" refers to the eStore web site.

This Agreement is subject to and will be interpreted under the laws of Ontario and the Federal laws applicable therein. We may change these terms and conditions from time to time and the manner in which the eStore functions. We will inform you of any changes on the Message Centre of the eStore and you agree to be bound by the terms of any such changes or amendments. Specifically, any transaction you complete after any change or amendment will be completed in accordance with the new terms and your agreement to the transaction will be agreement to the revised terms.

Any headings set out in this Agreement are for convenience only and are not to be used in the interpretation of the Agreement content.

If any of the conditions set out in this Agreement are deemed invalid, void or unenforceable for any reason, the provision in question shall be deemed to be severed from this Agreement and the remainder of this Agreement shall remain in full force and effect.

The eStore is available only to residents of Canada and deliveries of purchases may only be made to residential addresses in Canada.

We make no warranty that the eStore will be continually available or that it will function error-free. We will not be liable to you for your use of the eStore and in particular will not be liable to you for any damages of any kind including direct, indirect, incidental or punitive damages.

THE eSTORE SITE IS PROVIDED BY THE BANK OF NOVA SCOTIA ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE BANK OF NOVA SCOTIA MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, REGARDING THE OPERATION OF THE SITE OR THE INFORMATION, MATERIALS, CONTENT OR PRODUCTS INCLUDED IN THE SITE. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SITE IS AT YOUR OWN RISK.

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