



## CIBC Foreign Cash and Precious Metals Delivery Agreement™

- 1. Use of Service.** CIBC Foreign Cash Online and CIBC Precious Metals Online (“Service”) are available only in Canada to Canadian residents. **You agree that any purchase using the Service is for yourself and not on behalf of any other person, and that in respect of Precious Metals it is for investment purposes.**
- 2. Transaction Limits.** Daily transaction limits for Foreign Currency or Precious Metals purchased through the Service may be modified at any time without notice to you.
- 3. Returns.** If requested by you, we may, at our option, repurchase the Foreign Currency or Precious Metals from you at our then-current prices plus our normal fee for this service at a local CIBC branch. This purchase price may be greater or lesser than the one in place at the time you purchased the Foreign Currency or Precious Metals. Precious Metals collector coin purchases are final and CIBC will not accommodate repurchase of any Precious Metals collector coin.
- 4. Foreign Exchange.** The denominations delivered for Foreign Cash may vary from those requested and depend on availability.
- 5. CIBC derives income from the difference (the spread) between the prices we buy and sell Foreign Currency or Precious Metals, as applicable. Our spreads may differ from time and can change (without prior notice). The spread is reflected in the price we quote for the Foreign Currency and Precious Metals.**
- 6. Availability.** Certain Foreign Currency and Precious Metals may become unavailable after your order is placed. We accept no liability for any losses that you may incur due to such unavailability.
- 7. Residential Delivery.** Foreign currency and Precious Metals can only be delivered to the Canadian residential address (excluding PO boxes or commercial addresses) indicated in our records. If we have your email address, we will send you a confirmation containing a tracking number for the order and an email advising you when your order has been processed. Deliveries will be made by a courier service selected by CIBC and are subject to the terms and conditions of the courier service which can be found [here](#) and [here](#). You agree to these terms and conditions when you place an order. You agree that the courier may leave any Foreign Currency or Precious Metals with any person who appears to be an adult at the delivery address and that neither the courier nor CIBC has any duty to verify the age or identity of the recipient. You must make proper arrangements for the receipt of the Foreign Currency or Precious Metals as we accept no responsibility for Foreign Currency or Precious Metals that have been delivered in accordance with the terms and conditions of the courier. We accept no liability for any losses that you may incur due to a delay or failure in delivery due to weather conditions or events beyond our control including, but not limited to, storms, fires, strikes, lockouts, floods, riots, acts of God, war, governmental controls or regulations, delays in transportation, delays or defaults caused by common carriers.
- 8. GTAA Pick-up.** You must review the location and hours of operation of the selected Greater Toronto Airports Authority (“GTAA”) branch to ensure that you will have access to the branch. Foreign Currency and Precious Metals can only be picked-up from the GTAA branch chosen during ordering and by the ordering customer. You must present either the confirming email or transaction record, and one piece of government issued identification at the GTAA branch when picking-up an order. Please allow sufficient time to make your pick-up before departing.
- 9. Hold Period/Failure to Pick-up Foreign Currency or Precious Metals**
- 10. Home delivery:** If the courier is unable to complete the delivery (after three attempts) a notice will be left with instructions for you to pick-up the order. If you do not pick-up the order within 5 business days after the notice was left, the Foreign Currency or Precious Metals will be sold back to CIBC and any personal deposit or line of credit account you have with us (an “Account”) will be credited with the purchase price. Precious Metals collector coin purchases are final and CIBC will not accommodate repurchase of any Precious Metals collector coin.
- 11. GTAA and branch pick-up:** If you do not pick up the order within 10 business days after the scheduled pick-up date, the Foreign Currency or Precious Metals will be sold back to CIBC and your Account will be credited with the purchase price. Precious Metals collector coin purchases are final and CIBC will not accommodate repurchase of any Precious Metals collector coin. The sale back to CIBC will occur when the Foreign Currency or Precious Metals arrives at CIBC’s processing center and at the rate at which CIBC can sell the Foreign Currency or Precious Metals back to the supplier. The purchase price may be greater or lesser than the one in place at the time you purchased the Foreign Currency or Precious Metals. This automatic buy back may result in loss to you and you bear all market risk. If you request, CIBC may extend the holding period but does not guarantee that any extension will be honoured. To request an extension, please email [BCCOnlineSupport@cibc.com](mailto:BCCOnlineSupport@cibc.com) or call 1-855-236-4272.
- 12. Changes/Cancellation/Suspension/Termination.** We may change any terms of this Agreement, fees, and/or Service features, refuse any order, limit or cancel quantities purchased, suspend or cancel your ability to use the Service, or terminate this Agreement for any reason, at any time, with or without prior notice. If we do so, we will not be liable for any losses or inconvenience that you incur. **You may not cancel an order and all sales are final.**
- 13. CIBC’s Liability.** You understand and agree that, except as otherwise provided in this Agreement, and in addition to those limitations on CIBC’s liability set out elsewhere in this Agreement, we are liable to you only for direct damages resulting from our gross negligence, fraud or willful misconduct arising directly from our performance of our obligations under this Agreement; we will not be liable to you for any other direct damages. In addition, we will not under any circumstances be liable to you for any other damages, including, without limitation, indirect, incidental, special, punitive or consequential losses or damages, loss of profits, loss of revenue, loss of business opportunities, or any other foreseeable or unforeseeable loss resulting directly or indirectly out of this Agreement or the Service provided to you, even if we were advised of the possibility of damages or were negligent. These limitations apply to any act or omission of CIBC, its affiliates, agents or suppliers, 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. **In the event we are liable to you as provided in this Agreement, we will not be liable for any amount exceeding the amount of the purchase price of the Foreign Currency or Precious Metals purchased by you.** Gross negligence in this paragraph means conduct (whether through action or inaction, or through words or silence) which is (i) a marked and flagrant departure from the conduct ordinarily expected of a reasonable and prudent person in the position of CIBC, or (ii) so wanton and reckless as to constitute an utter disregard for harmful, foreseeable and avoidable consequences.
- 14. Governing Law.** This Agreement will be governed by and interpreted in accordance with Canadian law and the laws of the province or territory in which you live or, if you do not live in Canada, the applicable laws of the province of Ontario. You agree to submit to and be

bound by these laws and the courts of that province or territory in the event of any disputes arising in connection with the Service or this Agreement.

15. **Waiver.** Our failure to exercise or delay in exercising any rights does not waive any default or prevent us from enforcing those rights later.
16. **Language.** You have expressly requested that this Agreement and any related documents be drawn up in English. *Vous avez expressément exigé que cette Entente et tout document qui s'y rattache, soient rédigés en anglais.*