

# Credit Card Privacy Disclosures, Terms and Conditions

Please read the Credit Card Privacy Disclosures and Terms and Conditions and Authorization below. In order to submit your application, you must read and agree to all the fields below.

If you have indicated that you are self-employed, please note that CIBC may require your financial statements in order to process your application.

# Privacy Disclosures

**Privacy Disclosure for all Cardholders:** CIBC's privacy policy and the CIBC Cardholder Agreement tells you how CIBC will handle your personal information. It also tells you about your rights and choices. In summary:

1. **Purposes:** CIBC may handle your personal information to:

- identify you
- obey the law
- personalize CIBC's relationship with you
- market and send you offers, including customized marketing and offers based on your account and transaction information
- manage risk and our business
- improve products and services
- enforce our rights (such as collecting a debt)
- protect both you and CIBC against fraud and error
  - provide you with features of the credit card, enable pre-authorized payments, and facilitate online payments
- 2. Who we share with: CIBC will share information about you within CIBC and the CIBC group of companies, and with third parties, such as credit bureaus, program partners, merchants, cardholders on the account, payment networks, financial institutions, service providers and other third parties for the purposes above. The third parties may be outside of your province or Canada.
- 3. How we collect: CIBC may collect information about you from these third parties or by using technology (for example, voice or video recordings, website cookies, mobile apps).
- 4. What we collect: The types of personal information we handle depend on how you interact with us, but normally include contact and identity information, account and financial information, and information about how you use our products and services.
- 5. **Privacy rights and choices:** In some cases, you have a right to withdraw consent. For example, you can call CIBC at 1800 465-CIBC (2422) to tell us not to send you marketing messages, including customized marketing and offers from us and trusted partners. You also have the right to see and correct the information we have about you.
- 6. Automated processing and decisions: We will use your personal information to make an automated decision about this application and to evaluate credit limits, if applicable. To learn more about automated processing and decisions, see our <u>privacy policy</u>.

You can see CIBC's privacy policy at any banking centre or online at <u>www.cibc.com/privacy</u>. We may update this policy from time to time. We post our most up-to-date policy on our website.

# **Terms and Conditions**

**Terms for Primary Cardholder only:** You are asking CIBC to open an Account in your name and issue a CIBC credit card to you and any person(s) you name as an Authorized User. You will be solely responsible for the full Balance including for all Transactions by the Authorized User(s). You agree to be bound by the CIBC Cardholder Agreement we will send you, as amended or replaced from time to time. You will indicate your acceptance of the CIBC Cardholder Agreement by signing, using, or activating a card, accessing your Account in any way or making a payment on your Account. You also agree to be bound by the Cardholder Banking Service Agreement, as amended or replaced from time to time. It applies if you register a CIBC deposit or other account for access through your CIBC credit card. You authorize us to charge the non-refundable annual fees (if applicable) to your Account. You acknowledge that Card features/services may change from time to time.

You must tell us immediately if your Card or Card Details are lost or stolen or your Account is compromised. If you report that your Card, account information, including Card Details, or PIN has been lost or stolen or is otherwise at risk of being used in an unauthorized manner, you will not be liable for any unauthorized Transactions following the receipt of that report. If the Card, account information, including Card Details, or PIN is used in an unauthorized manner, the maximum liability you will incur is \$50, unless a Cardholder has demonstrated gross negligence or, in Quebec, gross fault in safeguarding their Card, account information, such as Card Details, or PIN. Please see your CIBC Cardholder Agreement for more information.

If the Primary Cardholder has provided the necessary contact information to CIBC (email address, Canadian mobile number or Online Banking Message Centre), and haven't opted out, CIBC will send the Primary Cardholder an electronic alert when the Available Credit on the Account falls below an amount set by the Primary Cardholder, or \$100 in the absence of a set amount. The Primary Cardholder may opt out of these alerts by following the instructions in the alert message or otherwise provided by CIBC. The Primary Cardholder may also opt out or change alert preferences through CIBC Online Banking or CIBC Mobile Banking or by contacting Telephone Banking. Due to their nature, alerts may be intercepted, reviewed or altered by others with access to the Primary Cardholder's account or device(s). CIBC will not be liable for any losses arising out of the Primary Cardholder's use or inability to use the alerts, or if alerts are not delivered or delayed due to factors beyond CIBC's reasonable control except as may be required by applicable law.

If we advised you that a CIBC credit card is preapproved, you understand that we may withdraw this offer if any unfavourable change in your financial position or account status has occurred recently or occurs after you sign this form.

**Terms for Authorized User only:** We will send the Primary Cardholder the CIBC Cardholder Agreement, other agreements and card terms (collectively the "Agreements"). You agree to be bound by the Agreements, as amended and replaced from time to time. Signing, using or activating a Card or using the Account in any way will indicate that you have accepted the Agreements. We will send all Agreement amendments, other information, and Card renewals/replacements to the Primary Cardholder.

Additional terms for Loyalty Programs: If the Card you have applied for allows you to earn loyalty rewards, you agree to be bound by the loyalty program terms and conditions, as amended and replaced from time to time. You acknowledge that these programs may be changed or terminated at any time, subject to applicable law.

**Terms for Balance Transfers:** If your application is approved, we will process item 1 first, then item 2, then item 3. If any item would make you exceed your Available Credit or Available Cash, that item will not be processed; we cannot process partial amounts. Interest applies from the date the transfer is posted to your Account. You are also responsible for interest that continues to accrue on the non-CIBC account(s) from which you are transferring a balance(s) until the transfer amount is credited to the non-CIBC account(s). Please note that interest may be charged at the same time on both your CIBC Account and the account(s) from which you are transferring a balance, until the transfer amount is credited to the non-CIBC accounts. The Balance Transfer form cannot be used for transfers from/payments to other CIBC credit cards; such requests will not be processed. Please remember to continue to make your minimum payments on non-CIBC accounts (from which you are transferring balances) until the Balance Transfers. Completion of every section will ensure prompt processing. Balance transfers do not earn loyalty rewards.

#### Credit Card Privacy Disclosures, Terms and Conditions

# Disclosures

**CIBC Aventura Visa Infinite Privilege Card, CIBC Aventura Visa Infinite Card, CIBC Aventura Gold Visa Card and CIBC Aventura Visa Card:** By applying for a CIBC Aventura Visa Infinite Privilege Card, you are also requesting CIBC consider you for a CIBC Aventura Visa Infinite Card. If you apply for and cannot be approved for a CIBC Aventura Visa Infinite Privilege Card, you are asking CIBC to consider you for a CIBC Aventura Visa Infinite Card has some of the same interest rates and benefits as the CIBC Aventura Visa Infinite Privilege Card, except that the CIBC Aventura Visa Infinite Card:

- has an annual fee of \$139 and \$50 for each additional card:
- has a reduced Aventura Point Welcome Bonus;
- is subject to a \$29 overlimit fee (fee not applicable to Quebec residents);
- earns 1 Aventura Point for every \$1 spent in net card purchases, 1.5 Aventura Points for every \$1 spent at gas stations, electric vehicle charging with a merchant category code of MCC 5552, grocery stores and drugstores and 2 Aventura Points for every \$1 spent on travel purchased through the CIBC Rewards Centre;
- does not include Visa Infinite Privilege benefits;
- has reduced insurance coverage amounts;
- has a reduced number of airport lounge passes;
- has reduced NEXUS<sup>†</sup> benefits; and
- does not include an annual \$200 travel credit.

If you apply for and/or cannot be approved the CIBC Aventura Visa Infinite Card, you are asking CIBC to consider you for a CIBC Aventura Gold Visa Card instead. You understand that the CIBC Aventura Visa Infinite Card and the CIBC Aventura Gold Visa Card have the same welcome bonus, interest rate and fees, but the CIBC Aventura Gold Visa Card does not include Out-of-Province Travel Medical Insurance for the first 3 days of a trip by a Primary Cardholder aged 65 or over, Trip Interruption Insurance or Trip Cancellation Insurance.

If you apply for and/or cannot be approved for a CIBC Aventura Gold Visa Card, you are asking CIBC to consider you for a CIBC Aventura Visa Card instead. You understand that the CIBC Aventura Visa Card and the CIBC Aventura Gold Visa Card have the same interest rates, but the CIBC Aventura Visa Card:

- has a reduced Aventura Points welcome bonus;
- earns 1 Aventura Point for every \$2 spent in net card purchases;
- has no annual fees;
- has a reduced Points Multiplier benefit;
- does not include airport lounge Access;
- does not include NEXUS benefits; and
- includes only \$100,000 Common Carrier Accident Insurance and does not include Flight Delay and Baggage insurance, Hotel Burglary Insurance, Mobile Insurance and Out-Of-Province Emergency Travel Medical Insurance (effective July 1, 2025: CIBC Aventura Visa Card will not include Auto Rental Collision/Loss Damage Insurance).

By applying for a CIBC Aventura Gold Visa Card, you are also requesting CIBC consider you for a CIBC Aventura Visa Infinite Card. If you qualify for both Cards, you will receive the CIBC Aventura Visa Infinite Card. You understand that the CIBC Aventura Visa Infinite Card and the CIBC Aventura Gold Visa Card have the same welcome bonus, interest rate and fees, but the CIBC Aventura Gold Visa Card does not include Out-of-Province Travel Medical Insurance for the first 3 days of a trip by a Primary Cardholder aged 65 or over, Trip Interruption Insurance or Trip Cancellation Insurance.

**CIBC Dividend Visa Infinite Card, CIBC Dividend Platinum Visa Card and CIBC Dividend Visa Card:** If you cannot be approved for the CIBC Dividend Visa Infinite Card you are asking CIBC to consider you for a CIBC Dividend Platinum Visa Card instead. You understand that the CIBC Dividend Visa Infinite Card and the CIBC Dividend Platinum Visa Card have the same interest rates, but the CIBC Dividend Platinum Visa Card: • has an annual fee of \$99:

- earns cash back at a rate of up to 3% in net annual Card purchases:
- does not include Out-of-Province Emergency Travel Medical Insurance and Mobile Device Insurance.

If you cannot be approved for the CIBC Dividend Platinum Visa Card you are asking CIBC to consider you for a CIBC Dividend Visa Card instead. You understand that the CIBC Dividend Visa Card and the CIBC Dividend Platinum Visa Card have the same interest rates, but the CIBC Dividend Visa Card:

- has no annual fees;
- earns cash back at a rate of up to 2% in net annual Card purchases; and
- includes only \$100,000 Common Carrier Accident Insurance and does not include Car Rental Collision/Loss Damage Insurance (effective July 1, 2025: CIBC Dividend Visa Card will not include \$100,000 Common Carrier Accident Insurance).

You acknowledge and agree that pursuant to the above if you apply for and cannot be approved for a CIBC Dividend Platinum Visa Card, you are asking CIBC to consider you for a CIBC Dividend Visa Card. The differences between these cards are set out above.

**CIBC Adapta™ Mastercard® and CIBC Adapta™ World Mastercard®:** By applying, you are requesting CIBC to consider you for a CIBC Adapta Mastercard or a CIBC Adapta World Mastercard. If you qualify for both Cards, you will receive the CIBC Adapta World Mastercard. You understand that the CIBC Adapta Mastercard and CIBC Adapta World Mastercard have the same interest rate, fees, and benefits, except that the CIBC Adapta Mastercard does not include World Mastercard benefits.

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### Insurance Included as a Feature of your Credit Card - Disclosure

Insurance coverage(s) included with CIBC credit cards are underwritten by Royal & Sun Alliance Insurance Company of Canada (RSA). You may contact RSA at 1866 363-3338 in Canada and the U.S or collect from elsewhere at 905 403-3338 or visit cibccentre.rsagroup.ca. Different cards will have different coverage(s). To learn about which coverage(s) are included with a specific card, and important information regarding coverage eligibility requirements, benefits, limitations and exclusions, see www.cibc.com/en/personal-banking/credit-cards/manage/ agreements-and-insurance.html and the insurance certificate(s) in your card package. Some insurance coverage(s) require purchase(s), auto rentals, common carrier fares, accommodations and other trip costs to be charged to the card to activate coverage. Other conditions may also apply. Car Rental Collision/Loss Damage Insurance (CLDI) is available for a rental period of up to 48 days for rental cars with a MSRP of up to \$65,000 CAD. For the CIBC Aeroplan Visa Infinite Privilege Card and the CIBC Aventura Visa Infinite Privilege Card, CLDI is available for a rental period of up to 48 days for rental cars with a MSRP of up to \$85,000 CAD. The full cost of the rental must be charged to the card and the rental agency's Collision Damage Waiver (CDW) or Loss Damage Waiver (LDW) must be declined. CLDI provides coverage up to the actual cash value (ACV) of the rental vehicle as defined in your insurance certificate. Note that some rental agencies may assess their damages at an amount greater than the ACV of the rental vehicle and you may be liable to them for the difference. Before declining the rental agency's CDW or LDW, you should read carefully and compare the terms of the rental agreement, the CLDI insurance certificate in your card package and any other insurance you own to decide which coverage best meets your protection needs. Out-of-Province Emergency Travel Medical Insurance (TMI) covers the primary cardholder, their spouse and dependent children for the first 15 days of a trip if the insured person is age 64 or under (for all cards that have TMI coverage, dependent children must be under 21 years of age or under 25 years of age if a full time student, unless they have a permanent physical or mental impairment); for the CIBC Dividend Visa Infinite Card TMI covers the first 10 days of a trip for the above; for the CIBC Aventura Visa Infinite Card and the CIBC Aeroplan Visa Infinite Card; TMI also covers the first 3 days of a trip if the insured person is age 65 or older; for the CIBC Aeroplan Visa Infinite Privilege Card and the CIBC Aventura Visa Infinite Privilege Card, TMI covers the primary cardholder, their spouse and dependent children for the first 31 days of a trip if the insured person is age 64 or under, or for the first 10 days of a trip if the insured person is age 65 or older; TMI may not cover medical procedures performed without pre-approval. TMI, Trip Cancellation and Trip Interruption Insurance may not cover certain pre-existing health and medical conditions. Certain RSA coverages are "excess insurance" (all other sources of insurance and recovery must be exhausted before coverage is available).

Interpretation: Capitalized terms used in this application have the meanings given to them in the CIBC Cardholder Agreement unless otherwise defined. The CIBC Credit Card Summary of Annual Interest Rates and Fees does not apply to Simplii Financial<sup>™</sup> credit cards.

**Quebec only:** You have expressly requested that this form and any related documents be drawn up in English. *Vous avez expressément exigé que le présent formulaire et tout document qui s'y rattache soient rédigés en anglais.* 

The above is just a summary. For full details about your rights and obligations see the CIBC Cardholder Agreement. For more information about Cards, please call 1800 465-4653 toll-free. The CIBC Cardholder Agreement and other information may also be obtained from <u>www.cibc.com</u>. The Card interest rates and fees shown are current as of May 1, 2025.

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