



Consent to Electronic Delivery of Documents (Credit Cards)

Last Updated: November 2011

These terms and conditions apply to the electronic delivery of Documents to you relating to your CIBC Credit Card Account(s).

1. Definitions

“CIBC”, “we”, “us” and “our” mean Canadian Imperial Bank of Commerce.

“Cardholder Agreement” means the agreement between you and CIBC that governs your Credit Card Account, as may be amended from time to time, and which you can view at cibc.com.

“Credit Card Account” means the credit card account(s) we opened in your name.

“Credit Card Statements” means statements we provide to you as described in your Cardholder Agreement.

“Documents” has the meaning in section 2 below.

“Electronic Access Agreement” means the agreement governing your use of Online Banking, as may be amended from time to time, and which you can view by selecting the “Legal” link at the bottom of most CIBC Online Banking pages.

“Message Centre” means the Online Banking message centre.

“Non-Secure Alert” and “Secure Alert” have the meanings in section 8 below.

“Online Banking” means the online banking service that can be accessed at cibc.com.

“You” and “your” mean the primary cardholder who enrolls in this electronic delivery service for Documents.

2. **Consent and When It Takes Effect:** You consent to the electronic delivery of these documents and other information (“Documents”) through Online Banking:
- i. Credit Card Statements;
 - ii. changes to your Cardholder Agreement;
 - iii. changes to any interest rate(s), fee(s), and any other items mentioned in the disclosure statements we send you for new or replacement credit cards under your Credit Card Account(s);
 - iv. communications about these terms and conditions including changes and confirmations; and
 - v. any other confirmation, notice or information that we are required by law to provide you in writing relating to your Credit Card Account.

This consent applies to the Credit Card Account(s) you select, and any replacement Credit Card Account that may be opened such as when your credit card is lost or stolen or converted to a different CIBC credit card.

If we receive your consent less than 10 business days before the end of a Credit Card Statement period, it may not take effect until the next Credit Card Statement period. Credit Card Statement periods usually end around the same day each month. For example, if the current period is May 9 to June 8, the next period will usually end around July 8.

3. **Verbal Consent:** If you verbally consent to be sent Documents electronically, we will confirm your consent by sending you these terms and conditions through electronic or paper delivery. If you do not agree to these terms and conditions, you must immediately revoke your consent as provided under “Revoking Consent” (see section 7 below).
4. **Electronic Delivery of Documents and Length of Time Available:** When we deliver a Document electronically, we will do so by making it available to you through Online Banking. We will usually post a notification message to the Message Centre to notify you that the Document is available. In other cases, we may present a Document to you as part of an Online Banking transaction or selection.

We will make Credit Card Statements available through links in Online Banking and Message Centre notifications. Other Documents may be limited to links or information in Message Centre notifications. Message Centre notifications are accessible for 13 calendar months after they are posted, unless you delete them. Credit Card Statements are accessible for 7 years after they are posted in Online Banking. Documents presented to you as part of an Online Banking transaction or selection will be available only at the time they are presented; you will be instructed to print or save a copy for your records.

In addition to Message Centre notifications, you may choose to be sent or given Non-Secure Alerts (see Section 9 below) to notify you when Documents are available.

You are responsible for printing or downloading a copy of Documents for your records.

5. **Your Obligations to Access Online Banking and View Documents: You agree to access Online Banking at least monthly to review Documents.** You confirm that you have the necessary technical ability and resources to do this. You acknowledge that technical and security requirements for access to Online Banking may change from time to time. If you are unable to access Online Banking to meet your obligations under this section for any reason, you should revoke your consent as provided under “Revoking Consent” (see section 7 below).
6. **Providing Documents by Paper:** We reserve the right to provide you Documents by paper delivery if we are unable to provide electronic delivery, have reason to believe you may not have received the Document, or otherwise consider it appropriate. Any paper delivery will be provided to you at the most current Credit Card Statement mailing address that we have on file for your Credit Card Account.
7. **Revoking Consent:** You may revoke your consent to have Documents delivered to you electronically at any time by updating your Document delivery preferences in Online

Banking, by calling 1-800-465-4653 during operating hours, or by notifying us by regular mail at: CIBC Credit Card Services, PO Box 4058, Station A, Toronto, Ontario, M5W 1L8.

We will confirm that we have received your revocation and specify when it takes effect in writing through electronic or paper delivery. If we receive your revocation less than 10 business days before the end of a Credit Card Statement period, it may not take effect until the next Credit Card Statement period. For example, if the current period is May 9 to June 8, the next period will usually end around July 8.

8. **Alerts:** The Message Centre permits you to obtain automated alert messages. Alert messages will be sent either securely within the Message Centre (a “Secure Alert”) or by regular email, text message or another non-secure method (a “Non-Secure Alert”). We may add new alerts from time to time, without prior notice to you, or discontinue old alerts by posting a notice 30 days in advance on cibc.com. We may include specific, confidential personal information in both Secure Alerts and Non-Secure Alerts.
9. **Non-Secure Alerts:** Before you choose to be sent these alerts, you should review sample message(s) and understand how they will be sent to you. This information is available when you register for these alerts. Due to their nature, Non-Secure Alerts may be lost, intercepted, reviewed or altered by others.
10. **E-mail Address for Non-Secure Alerts:** These Non-Secure Alerts will be sent to the e-mail address you provide as your primary e-mail address for Online Banking. You can change your e-mail address online through Online Banking, but this will also change the email address we have on record for you.
11. **SMS Phone Number for Non-Secure Alerts:** These Non-Secure Alerts will be sent to the SMS phone number you provide to Online Banking. Standard messaging and data rates may apply and we will send you a text message reminder once every 30 days to allow you to opt out of receiving text message alerts. You can change your SMS phone number through Online Banking, but this will also change the SMS phone number we have on record for you.
12. **Changing These Terms and Conditions:** We may change these terms and conditions from time to time by providing you with notice of the change through electronic or paper delivery. You agree that your subsequent use of Online Banking means you agree to and accept the revised terms and conditions. If you do not agree to a change, you must immediately revoke your consent as provided under “Revoking Consent” (see section 7 above).
13. **Limitation of Liability:** You agree that your alerts may be delayed, not delivered or inaccurate due to a variety of factors, including technical problems. Subject to the governing law of your jurisdiction, we will not be liable for any direct or indirect damages arising out of your use or inability to use the alerts, regardless of the cause of action, including negligence, even if we are advised of the possibility of such damages.

For Non-Secure Alerts, you accept the risk that the alert messages may be lost, intercepted, reviewed or altered by others.

14. **Other Agreements:** These terms and conditions apply in addition to your Electronic Access Agreement and your Cardholder Agreement. This includes, among other things, limitation of our liability under the Electronic Access Agreement for providing Documents delivery services through Online Banking and your obligation under your Cardholder Agreement to ensure that you receive a Credit Card Statement and still make any required payments if a Credit Card Statement is not received on time or at all.

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