

## Business Credit Card Privacy Disclosures, Terms and Conditions

Please read the *Business Credit Card Privacy Disclosures and Terms and Conditions* and Authorization below. In order to submit your application, you must select "I Agree" at the bottom of the page.

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:** In this section, "CIBC", "we" or "us" refers to the Canadian Imperial Bank of Commerce and its Canadian affiliates. You consent to the collection, use and sharing of your personal information as described in the "CIBC Canada Client Privacy Policy". This includes exchanging information about you within CIBC and with credit bureaus, program partners, and others as may be needed for: (i) identifying you; (ii) qualifying you (or someone you are providing a guarantee for) for products and services; (iii) confirming information you give us; (iv) protecting you and CIBC from error and criminal activity; (v) confirming your creditworthiness; (vi) fulfilling legal and regulatory responsibilities; or (vii) marketing products and services of CIBC, any CIBC partner program, or other third parties. We may contact you for any of these purposes at the numbers and addresses you have provided to us, including by automatic dialing-announcing device. If you no longer want to receive marketing from CIBC, you may contact CIBC at 1 800 465-CIBC (2422) at any time. You will not be refused products or services just because you choose not to receive marketing.

The "CIBC Canada Client Privacy Policy" is available at any banking centre or [www.cibc.com](http://www.cibc.com). This policy may be updated from time to time. We will post our most up-to-date policy on our website.

If you provide us with your Social Insurance Number (SIN), we may share it with credit bureaus to help make sure we get the correct credit bureau report. However, this is voluntary and you will not be refused products or services just because you choose not to provide your SIN.

### Additional Partner Program Privacy Disclosures

**Aeroplan partner program only:** By using your card on or after November 8, 2020, you are consenting to the following: We share certain personal details from your credit card application with Aeroplan Inc. ("Aeroplan") and Air Canada, who own and operate the Aeroplan Program: Name, Mailing Address, Phone Number, E-mail, Language Preference, Date of birth, Aeroplan membership number, if you have provided it. If your application is approved, we share certain credit card transaction details on your Account with Aeroplan and Air Canada: Merchant Name, Address, Transaction Date, Amount, Whether you or an authorized user made the transaction. We share this information so you can get the Aeroplan Program benefits and features and so Aeroplan and Air Canada can administer the Aeroplan program. Aeroplan and Air Canada may use this information as described in their privacy policies. In particular, (i) they may use this information to share targeted offers to market and promote the Aeroplan program; (ii) they may share your contact information, interests and preferences, and insights about your purchasing and travel patterns with Air Canada's airline and travel-related affiliates; and Air Canada's airline and travel-related affiliates may use this information to market and promote their own products and services, including to tailor travel-related offers you might be interested in; and (iii) with your consent, they may share your contact information, interests and preferences, and insights about your purchasing patterns, with Aeroplan program partners, who may use this information to market and promote their own products and services, including to tailor offers you might be interested in. CIBC will get your Aeroplan program transactions and related information from Aeroplan. We may use this information to share offers about CIBC's Aeroplan cards. We may remove personal details about you and use this anonymous data in several ways: for internal report and analytics; to market and improve the Aeroplan Program and its product and services; to share it with CIBC affiliates and partners that may use it in the same ways. For more information, please review the CIBC Aeroplan Program Privacy Statement available at [cibc.com/aeroplanprivacy](http://cibc.com/aeroplanprivacy), which may be updated from time to time. For more information about how Aeroplan and Air Canada may collect, use or share your information or to learn about the choices you may exercise with respect to Aeroplan and Air Canada's handling of your personal information, contact Aeroplan or Air Canada directly or review their online privacy policies.

### 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 Business Cardholder Agreement (Personal Liability) we will send you, as amended or replaced from time to time. You will indicate your acceptance of the CIBC Business Cardholder Agreement (Personal Liability) 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 Business Cardholder Agreement (Personal Liability) 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.

**Additional terms for CIBC bizline® Visa\*, CIBC Aventura® Visa\* Card for Business and CIBC Aeroplan® Visa\* Business Cardholders only:** You (the Primary Cardholder) give all of above consents, and agree to the terms and conditions on your behalf personally and on behalf of the Business. You certify to CIBC that you have full authority to bind the Business and give these consents and agree to these terms on its behalf. (Above and below, the word "you" refers to the Business and yourself jointly.) You confirm that the Account will be used for Business purposes only. You and the business will be individually and jointly responsible (in Quebec, you will be solidarily liable) for the full Balance including for all Transactions by the Authorized User(s).

**Terms for Authorized User only:** We will send the Primary Cardholder the CIBC Business Cardholder Agreement (Personal Liability), 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.

**Business Credit Card Privacy Disclosures, Terms and Conditions**

**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 account. Balance Transfers do not result in cancellation of your 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 Transfer amounts are credited to those accounts (allow 3 to 4 weeks) to avoid late fees. Please note that stop payments cannot be processed on Balance Transfers. Completion of every section will ensure prompt processing. Balance transfers do not earn loyalty rewards.

**Disclosures**

**CIBC Aventura® Visa\* Card for Business, CIBC Aeroplan® Visa\* Business Card and CIBC bizline® Visa\* Card:** If you are applying for the CIBC Aventura Visa Card for Business or the CIBC Aeroplan Visa Business Card and cannot be approved, you are asking CIBC to consider you for a CIBC bizline Visa Card instead. You understand that the CIBC bizline Visa Card has the same fees as the CIBC Aventura Visa Card for Business or the CIBC Aeroplan Visa Business Card except that it:

- has no annual fee;
- has a variable annual interest rate, ranging from CIBC Prime + 1.5% to CIBC Prime + 13%, depending on your personal credit bureau information. Call 1 800 465-CIBC (2422) for more information;
- includes only \$100,000 Common Carrier Accident Insurance; and
- has no loyalty program or other travel benefits.

**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 1 866 363-3338 in Canada and the U.S or collect from elsewhere at 905 403-3338 or visit [cibccentre.rsagroup.ca](http://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, go to Agreements and Insurance and review **the insurance certificate(s)** in your card package. Some insurance coverage(s) require purchase(s), auto rentals, common carrier fares, hotel or motel and other trip costs to be charged to the card and be for business purposes to activate coverage. Other conditions may also apply. Auto Rental Collision and Loss Damage Insurance (CLDI) is available for automobile rentals of up to 48 days for rental vehicles with a MSRP of up to \$65,000 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. 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 Business Cardholder Agreement (Personal Liability) unless otherwise defined.

**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.*

For more information about Cards, please call 1 800 465-4653 toll-free. The CIBC Business Cardholder Agreement (Personal Liability) and other information may also be obtained from [www.cibc.com](http://www.cibc.com). The Card interest rates and fees shown are current as of June 19, 2022.

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