



CIBC End User Terms and Conditions for *Interac*[®] verification service

1. Introduction

Interac[®] sign-in service by Interac Corp., is a Canadian service to help you verify your identity. *Interac* sign-in service helps you verify your identity quickly and securely, from any iOS or Android smartphone, using your CIBC Online Banking and Mobile Banking credentials. *Interac* sign-in service reduces oversharing — you control when and with whom you want to share your personal information.

These terms and conditions (“Agreement”) are a legal agreement between you and CIBC that governs your access to and use of the *Interac* sign-in service provided by Interac. It is important that you read and understand this Agreement because you will indicate your acceptance of this Agreement when registering in the *Interac* verification service or using the *Interac* sign-in service.

2. Other Agreements

Electronic Access Agreement: Your use of your CIBC Online Banking or Mobile Banking credentials to authenticate yourself and register for the *Interac* sign-in service is subject to the CIBC Electronic Access Agreement.

***Interac* Verification Service Terms and Conditions:** Interac is the provider of the *Interac* verification service app and the *Interac* sign-in service. Your use of the *Interac* verification service app and your rights and obligations under the *Interac* sign-in service are governed by the *Interac* verification service Privacy Policy and Terms and Conditions.

3. Registering for *Interac* verification service

CIBC provides a secure registration portal for registration with *Interac* sign-in service. To register, you will need to use your CIBC Online Banking or Mobile Banking credentials. CIBC does not disclose your online or mobile banking credentials to *Interac* verification service.

4. Sharing of Client Information to Relying Parties within *Interac* verification service

Any sharing of your personal information with a Relying Party on the *Interac* sign-in service will require your consent.

5. Changes

- a) We may change any of the terms of this Agreement at any time with or without prior notice unless advance notice is required by applicable law. CIBC may notify you of such changes by sending you a notice (written or electronic), posting a notice in CIBC branches, displaying a notice on or near CIBC ATMs or by posting a notice on the website listed on the back of your Card. We will send any written notice to the most recent mailing address or electronic address you provide to us. If you use or activate a Card subject to this Agreement, it will mean you have accepted the change.
- b) You will promptly advise us of any changes to your personal information.

6. Termination of this Agreement

We may terminate or suspend this Agreement at any time without notifying you in advance if we suspect your CIBC Online Banking or Mobile Banking Credentials are being used fraudulently or for any other reason.

7. No Warranty and Exclusion of Liability

For the purposes of this Section, “CIBC” means CIBC as defined in this Agreement and its agents, contractors, distributors, channel partners and associated service providers, and each of their subsidiaries. All of the parties listed in the preceding sentence are third-party beneficiaries of this Section. The provisions set out in this section shall survive termination of this Agreement.

CIBC End User Terms and Conditions for Interac® verification service

The *Interac* verification service and the *Interac* sign-in service are provided by Interac Corp. and CIBC is not responsible for their use, function, features or benefits. You acknowledge and agree that CIBC makes no representations, warranties or conditions relating to the *Interac* verification service or the *Interac* sign-in service of any kind, and in particular: (a) CIBC does not warrant the operability or functionality of the *Interac* verification service; (b) CIBC does not warrant that any particular merchant will be a participating merchant in the *Interac* sign-in service; and (c) CIBC does not warrant that the *Interac* verification service or the *Interac* sign-in service will meet your requirements or that the operation of the *Interac* verification service will be uninterrupted or error-free.

CIBC will have no liability whatsoever in relation to the *Interac* verification service or the *Interac* sign-in service, including the features and benefits offered by *Interac* sign-in service, or any loss, injury or inconvenience you suffer as a result of your use of the *Interac* verification service app or the *Interac* sign-in service.

8. Contacting Us

You may contact us about anything concerning this Agreement by calling 1-844-255-0820.

If you have any questions, disputes or concerns about the *Interac* Verification Service App or the *Interac* sign-in service, contact their toll free line at 1-844-778-5409.

9. Definitions

"Service" means any product or service you can access through Online Banking or Wealth Management Online which can be accessed by an Electronic Device.

"You" and "your" means the customer with an Account or Service which is accessed through Online Banking or Wealth Management Online, subject to the expanded definition of "you" and "your."

"CIBC, we, our or us" means Canadian Imperial Bank of Commerce and its affiliates, including CIBC Investor Services Inc., CIBC World Markets Inc. CIBC Asset Management Inc and including any divisions such as Simplii Financial and CIBC Private Investment Counsel.

"Online Banking" means the online banking service offered by CIBC that allows you to view information and conduct transactions after Credentials or Personal Verification Question authentication, and includes access through Mobile Banking.

"Mobile Banking" means any Web Site or mobile application, specifically designed by CIBC or a third party service provider, through which you may sign on to Online Banking or Wealth Management Online for use through an Electronic Device.

"Credentials" means a confidential combination of numbers and/or letters you use to sign on to or transact on Online Banking, Wealth Management Online or a telephone system related to Wealth Management Online, and the answers to any online Personal Verification Questions you have chosen that permit you to sign on to Online Banking or Wealth Management Online if you forget your credentials. If you have enabled Touch ID or other biometric fingerprint recognition feature to sign on to Online Banking or to access any Services, your credentials includes any fingerprint stored on your Electronic Device and your Electronic Device credentials.

"Agreement" means this agreement governing use of the services described here.

"Electronic Device" means any electronic device that we allow you to use to access Online Banking and Wealth Management Online including, a personal computer, cellular phone, telephone, smart phone, wearable device or personal digital assistant. Subject to CIBC's Electronic Access Agreement.

"Relying Party" means an eligible organization in Canada that participates in the Service and that asks you to provide User Information through the Service to facilitate its interactions with you, for example, to help verify your identity or eligibility for Third Party Offerings. When adding a new Identity and Data Provider as a connection, you may be asked to share User Information with that new Identity and Data Provider; for the purposes of that sharing of User Information, that Identity & Data Provider will be deemed to be a Relying Party.

"Bank Card" means the card that we may issue to you bearing the unique number you use to sign on to Online Banking.

"Including" means including but not limited to.

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