

CIBC Cardholder Banking Service Agreement

Note: Applies to CIBC Debit Cards which are Interac Flash® enabled or issued on or after November 17, 2014.

Any document that refers to the Instant Banking Service Agreement or CIBC Convenience Banking Service Agreement means this Agreement.

1. Application

- a) This Agreement applies when you use the Cardholder Banking Service.
- b) This Agreement does not apply to transactions on a Credit Card Account. Those are governed by the Credit Card Agreement. If there is a conflict between this Agreement and the Credit Card Agreement, the Credit Card Agreement will govern to the extent necessary to resolve the conflict.
- c) Other agreements apply to Cardholder Banking Services depending on the type of services used, including the Personal Account Agreement and the Electronic Access Agreement. You can obtain a current copy of any of the agreements at www.cibc.com or any CIBC branch, or by calling CIBC Telephone Banking.
- d) Selecting a PIN for a Debit Card or use of the Cardholder Banking Services means that you have received, understood and agreed to this Agreement.

2. Your Responsibilities

- a) Authorized Transactions: You are responsible for Transactions authorized by you, including:
 - i) using your Debit Card together with your PIN;
 - ii) giving your Debit Card or some or all of your Debit Card Details to a merchant and indicating your authorization of the Transaction in a manner acceptable to CIBC (whether in person, by telephone, by mail, online, or for the purposes of establishing Transaction(s) directly from your Account);
 - iii) using your Debit Card for an INTERAC Flash Transaction;
 - iv) using your Credit Card together with your PIN to access an Account; and
 - v) authorizing anyone else to do any of the above (i) through (iv).
- b) PIN Confidentiality: You will keep your PIN(s) absolutely confidential and never disclose your PIN to anyone. If CIBC sends you a PIN on a document, you will immediately destroy the document. You will memorize your PIN rather than keep any written record of it.
- c) When you choose a PIN, you agree that you will not use all or any part of any number that can be easily obtained or guessed, such as:
 - i) your or a relative's name, birth date or telephone number; and
 - ii) a number on any of your Debit Cards, Accounts, Credit Cards, or ID cards that you keep with or near your Debit Cards.
- d) Safeguarding your Debit Card: You will keep your Debit Card safe. This means that at a minimum you will:
 - i) sign your Debit Card when you receive it;
 - ii) always keep your Debit Card in your possession;
 - iii) take reasonable steps to protect your Debit Card from loss, theft or misuse; and
 - iv) ensure that the black magnetic stripe and the chip on your Debit Card are protected from damage or unauthorized use.
- e) Lost or Stolen Debit Card: You must tell CIBC as soon as possible but no later than 24 hours after you notice or suspect:
 - i) that someone else other than you used your Debit Card or Debit Card Details; or
 - ii) your Debit Card is lost, stolen or compromised. You must change your PIN(s) immediately if you suspect someone else may know your PIN(s).
- f) Personal Account Agreement: Your Personal Account Agreement explains your obligation to check your Account activity and tell CIBC about any errors or disputes within the timeframes described.

3. Liability for Losses

- a) Liability: You are responsible for all Losses resulting from:
 - i) Transactions that you authorize;
 - ii) entry errors you make when using a Cardholder Banking Service;
 - iii) fraudulent or worthless deposits to your Account;
 - iv) unauthorized use of your Debit Card or Debit Card Details if you contributed to that unauthorized use and/or do not cooperate with us in any investigation; and
 - v) failing to remove your Debit Card or Credit Card from a Bank Machine during a deposit Transaction. The Transaction may be cancelled and any deposits (including cash) may be ejected by the Bank Machine without credit to your Account.
- b) Contributing to Unauthorized Use: Contributing to unauthorized use includes your failure to comply with any of your Responsibilities set out in paragraph 2 of this Agreement or if you fail to remove your Debit Card, Credit Card or money from a Bank Machine or Point of Sale Transaction terminal. We will not hold you liable for amounts withdrawn from your Account in excess of the daily Transaction limits.

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- c) **Circumstances Beyond Your Control:** You are not responsible for Losses due to circumstances beyond your control if there was nothing that you reasonably could have done to have prevented the Losses. Here are examples of circumstances beyond your control:
 - i) errors caused by CIBC or technical malfunctions;
 - ii) you are the victim of fraud or theft, or are coerced by trickery, force or intimidation and you report the incident promptly and paragraph 3(a)(iv) does not apply;
 - iii) Transactions occur after you contact CIBC to report a lost/stolen or compromised Debit Card, Credit Card or Debit Card Details or your Debit Card or Credit Card has expired or is cancelled by CIBC.
- d) **Extent of Losses:** Losses under paragraph 3(a) are not limited to your Account balance if your Account has overdraft or similar protection or by your credit limit if it is a line of credit Account and Losses will include the amount of any fraudulent or worthless deposits.
- e) **Additional Forms:** You may be required to sign or provide additional forms before we can confirm that a Transaction is unauthorized. If we later determine that you authorized a Transaction, we may reverse any provisional credit provided to you and you will be liable for the Transaction and any Losses.

4. Account Access

- a) We may impose daily limits, access to deposited funds limits or Transaction limits (including by Transaction type) and we may change any of these at any time, with or without notice to you. Your ability to access funds in your Account is also subject to CIBC's policies and procedures for hold periods on cheques and Bank Machine deposits (including cash deposits).
- b) If you exceed your credit limit or breach the Credit Card Agreement, you may not be able to use your Credit Card to access Cardholder Banking Services.

5. Replacement and Use of Your Debit Card

- a) We may issue you a new Debit Card for any reason, including replacing it with a different card type.
- b) You will not use your Debit Card for any illegal purpose, including the purchase of any goods or services prohibited by law.
- c) You will not use your Debit Card after its expiry date.
- d) Any Account linked to your Debit Card may be debited following CIBC procedures. You are responsible for all fees and interest charges incurred as well as any amounts borrowed (if the Account is a line of credit Account or has overdraft protection) as a result of the Transaction.

6. Transactions with Merchants

- a) If you authorized a Transaction, we are not responsible for any dispute with a merchant and you must settle any dispute or claims directly with the merchant.
- b) We will not be liable if a merchant does not give you credit for a bill payment, imposes any additional charges, charges a different price for purchases with a Debit Card versus other payment types, will not accept your Debit Card, does not credit your bill payment on the date that funds are withdrawn from your Account or takes any other action.
- c) If you want to set up pre-authorized payment Transactions with a merchant, you have to make those arrangements directly with the merchant. You are responsible for giving the merchant the required information for any pre-authorized payment Transactions, including telling merchants if your Debit Card Details change. We are not liable if any pre-authorized payment Transactions cannot be posted to your Account. If you want to stop any pre-authorized payment Transaction, you must contact the merchant and then make sure the pre-authorized Transaction has been discontinued.

7. Provisions for CIBC Advantage Debit Card Only

- a) **Transactions:**
 - i) **In Canada:** Where INTERAC Debit is accepted, Transactions are processed through the INTERAC network.
 - ii) **Outside of Canada:** Where Visa cards are accepted, Transactions are processed through the Visa network (or any other network Visa makes available for use).
 - iii) **Card Not Present Transactions:** Where Visa Debit is accepted, Transactions are processed through the Visa network.
- b) **Purchases, Refunds and Adjustments:** Debits and credits for Transaction(s) may not appear in your Account on or effective the same day as the purchase or return/adjustment.
- c) **Disputes with Merchants For Visa Network Transactions:** Despite paragraph 6(a), if you have a dispute with a merchant about a purchase processed through the Visa network and you have been unsuccessful in first resolving the dispute with the merchant, you may contact CIBC. In this case, you must tell us of the dispute within 60 days of the later of the date of purchase and the expected date of delivery. In some circumstances, such as where the merchant has not provided you with the goods or services you purchased or the goods or services are not as described, we may be able to assist you (but not in the case of disputes about quality or suitability, nor can we assist you with PIN-authorized Transactions). If the Transaction is reversed you assign us all the rights you have against the merchant concerning the Transaction.

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- d) **Advance Payment Transactions:** When you conduct Advance Payment Transactions, including reserving goods and/or services such as hotel reservations or car rentals, the funds will be debited immediately from your Account by the Merchant and the amount may be different from the final purchase amount.
- e) **Authorizing Transactions:** For Card Not Present Transactions, some merchants may process an authorizing Transaction (which may exceed the amount of your purchase). This authorizing Transaction will remove the funds from your Account and it will later be reversed. The reversal may occur after the purchase Transaction is processed.
- f) **INTERAC Flash:** If a CIBC Advantage Debit Card is enabled with INTERAC Flash, CIBC will select and link an Account to your Debit Card. INTERAC Flash Transactions will default to the pre-selected Account. INTERAC Flash functionality will be activated by conducting a successful PIN Transaction at a Debit Card reading terminal. You can have INTERAC Flash disabled or re-enabled by calling CIBC Telephone Banking or by visiting any CIBC branch.
- g) **Restricted Transactions:** Your CIBC Advantage Debit Card cannot be used to receive credits for online gambling transactions, wire transfers, money transfers or gains/dividends from investment instruments.

8. Dispute Resolution with CIBC

If you have questions, concerns or disagree with CIBC about a Transaction, we want to hear from you. You can do this by contacting CIBC Telephone Banking, a CIBC branch, or CIBC Credit Card Services (if applicable). If CIBC Telephone Banking, the branch, or CIBC Credit Card Services is unable to resolve your concern, you can escalate your concern to a senior level within CIBC. CIBC's "Our Service Commitment to You" brochure is available at any CIBC branch, or you may get the full details of CIBC's dispute resolution procedure by calling CIBC Telephone Banking or at www.cibc.com.

9. Termination of Service or this Agreement

You may cancel your use of the Cardholder Banking Services at any time by notifying CIBC. In addition, we may terminate this Agreement or withdraw or cancel any part of the Cardholder Banking Service or your ability to access it at any time and without notice to you. We will have no liability for any loss or inconvenience which may result. If this Agreement is terminated or the Cardholder Banking Services are cancelled, you must still fulfill all your obligations under this Agreement and immediately destroy or return your Debit Card(s). All Debit Cards remain the property of CIBC.

10. Additional Debit Card Services

We may make additional services or benefits available, which are subject to additional terms and conditions which may be changed or terminated at any time without notice. We are not liable for any services or benefits supplied by third parties. You must deal directly with the supplier of services or benefits regarding any dispute.

11. Instructions and Records

You direct CIBC to accept the instructions you give through the Cardholder Banking Services. CIBC's records are conclusive and binding on you, and will be admissible in any legal proceeding as the best evidence of Transactions. All Transactions are subject to verification, acceptance and adjustment by CIBC.

12. Foreign Currency Transactions

- a) If you withdraw or deposit foreign currency from or to your Canadian dollar Account through a CIBC Bank Machine, CIBC will debit or credit your Account in Canadian funds at the exchange rate set by CIBC. If you deposit non-U.S. currency into a U.S. dollar Account, CIBC will credit your Account in U.S. funds at the exchange rate set by CIBC. Exchange rates will be set by CIBC on a date determined by CIBC, which date may be different from the date you made the withdrawal or deposit.
- b) If you use a Debit Card for a Transaction outside Canada or to withdraw foreign currency from a non-CIBC Bank Machine, we will convert the amounts to Canadian dollars at our exchange rate which is the rate CIBC is required to pay on the date of conversion, plus an administration fee. Currency conversion may not happen on the date of your withdrawal or Transaction and the conversion rate applied to refunds or adjustments may be different from the conversion rate applied to an original Transaction. The administration fee will apply to refunds or adjustments.
- c) If you are outside Canada and choose at a Bank Machine or a point of sale to pay for a Transaction in Canadian funds at a specified exchange rate when prompted, that Transaction will be processed by CIBC following the instructions received and the foreign exchange rate may be different than set out above.

13. Service Fees

You will pay CIBC's fees for Transactions, for the Debit Card and for using Cardholder Banking Services, and you authorize us to debit the fees from your Account(s). You will also pay any transaction charges or service fees imposed by other financial institutions or service providers for Transactions you conduct through their Bank Machines or terminals. Fees are not refundable. CIBC's current personal account fee list is available at any time by calling CIBC Telephone Banking, from any CIBC branch, or at www.cibc.com.

14. Changes to this Agreement

We may propose to change, either permanently or temporarily, any term of this Agreement (including fees, charges or other amounts required to be paid by you, and/or Debit Card features) or replace this Agreement with another agreement, at any time. We will give you written notice of a proposed change and any other information required by law, at least 30 days before the change is stated to come into effect in the notice. We may provide that notice electronically, or by posting a notice in CIBC branches, or by posting a notice on the website listed on the back of your Debit Card or by mail. If by mail, then we will use the most recent mailing address you provided to us. You may refuse the change by terminating this Agreement and closing your Debit Card without cost, penalty or cancellation indemnity by notifying us within 30 days of the effective date of the change.

15. Limitation of CIBC's Liability

You understand and agree that, except as expressly provided in paragraph 3(c) above, and in addition to those limitations of liability set out elsewhere in this Agreement, CIBC will be liable to you only for direct damages resulting from gross negligence, fraud or willful misconduct of CIBC arising directly from the performance by CIBC of its obligations under this Agreement and CIBC will not be liable to you for any other direct damages. CIBC 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, inconvenience, or any other foreseeable or unforeseeable loss resulting directly or indirectly out of this Agreement or the services provided to you, including inability to access any Cardholder Banking Service, even if CIBC was advised of the possibility of damages or was 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. 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. This paragraph will survive any termination of this Agreement.

16. Miscellaneous

- a) **Governing Law:** This Agreement is subject to the laws of the province or territory where the Account is located and the laws of Canada.
- b) **Severability:** If any provision of this Agreement is determined by any court of competent jurisdiction to be invalid, illegal or unenforceable, that provision will be severed from this Agreement and the remaining provisions will continue in full force and effect.
- c) **Survival:** Any provision of this Agreement relating to your responsibilities and liabilities or our rights and liabilities will survive termination of the Agreement.
- d) **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.

17. Your Privacy

You consent to the collection, use and sharing of your personal information from time to time as provided in CIBC's privacy policy. Our privacy policy is available at any branch or at www.cibc.com. This policy may be amended, replaced or supplemented from time to time.

18. Voluntary Codes

CIBC has adopted a number of "Voluntary Codes of Conduct and Public Commitments", including the Canadian Code of Practice for Consumer Debit Card Services, which are available on www.cibc.com.

19. Contacting CIBC

If you need to reach us for any reason, you can contact CIBC Telephone Banking 24 hours a day, 7 days a week at:

- 1 800 465-CIBC (2422) (Canada and U.S.) or 1 902 420-CIBC (2422) (international)

To report a lost, stolen or misused Credit Card, you can reach CIBC Credit Card Services at:

- 1 800 663-4575 (Canada and U.S.) or 514 861-9898 (international)

20. General Definitions

In this Agreement, these capitalized terms have this meaning:

"Account" means a personal deposit or line of credit account which CIBC allows you to access the Cardholder Banking Service, excluding your Credit Card Account(s).

"Advance Payment Transaction" means a Transaction made in advance of the actual consumption of the good and/or service, including hotel reservations and car rentals.

"Agreement" means this CIBC Cardholder Banking Service Agreement, as amended and replaced from time to time.

"Bank Machine" means an automated bank machine which is accessible with a Debit Card or Credit Card.

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"Card Not Present Transaction" means a Transaction involving the purchase of goods and/or services where you are not present at the Merchant location (i.e. online or by telephone or mail).

"Cardholder Banking Service" means using your Debit Card, Debit Card Details, Credit Card or Credit Card number to access your Account(s); using your Debit Card or Debit Card Details to complete Transactions; and identifying yourself using your Debit Card at a CIBC branch with or without a PIN and/or other identification, each as permitted by CIBC from time to time.

"CIBC", "we", "our" and "us" means Canadian Imperial Bank of Commerce.

"Credit Card" means a CIBC credit card.

"Credit Card Account" means the borrowing account which is opened when CIBC issues a Credit Card to the primary cardholder.

"Credit Card Agreement" means the cardholder agreement governing your Credit Card Account, as amended and replaced from time to time.

"Debit Card" means any CIBC card or a combination of numbers and/or letters which enables you to use the Cardholder Banking Services, but excludes a Credit Card.

"Debit Card Details" means the Debit Card number, Debit Card expiry date and CVV2 (the three-digit security code on the back of the Debit Card).

"INTERAC Flash" means the contactless payment feature that allows you to conduct Point of Sale Transactions at select merchants, without having to swipe or insert your Debit Card and enter a PIN.

"Losses" means Account withdrawals (including amounts borrowed, if your Account is a line of credit Account or has overdraft protection) and service and/or interest charges which may result.

"Personal Account Agreement" means the agreement governing your Account, as amended and replaced from time to time.

"PIN" means the different series of numbers or letters you select or which CIBC issues you, to identify you and enable you to use the Cardholder Banking Services (also called "password") including your personal identification number for Bank Machine and CIBC Telephone Banking access and Point of Sale Transactions, passwords for CIBC Online Banking or CIBC Mobile Banking and the personal identification number on a Credit Card to which an Account has been linked for access through the Credit Card.

"Point of Sale Transaction" means a Transaction which occurs in person at a point of sale, including a Debit Card reading terminal which directly debits or credits an Account for the purchase price of goods and/or services.

"Transaction" means any transaction on your Account using your Debit Card, Debit Card Details or Credit Card including all types of Point of Sale Transactions, Bank Machine transactions and Card Not Present Transactions.

"You" and "your" mean the individual to whom a Debit Card or Credit Card is issued.

Unless the context requires otherwise, words in this Agreement which are in the singular include the plural meaning, and words which are in the plural include the singular meaning. The word "including" means "including, but not limited to".