



## CIBC Cardholder Banking Service Agreement (applies to CIBC Debit Cards issued prior to November 17, 2014)

Any CIBC agreement or other document which refers to the Instant Banking Service Agreement or CIBC Convenience Banking Service Agreement will be deemed to refer to this Agreement.

This CIBC Cardholder Banking Service Agreement ("Agreement") applies to the family of CIBC's Debit Cards which currently includes the CIBC Advantage Debit Card™ and the CIBC Convenience Card. This Agreement also applies to CIBC credit cards when they are used to access a CIBC Account at a CIBC Bank Machine, through CIBC Telephone Banking or at a CIBC branch.

The following is important information about your Debit Card and PIN, as well as customer and CIBC responsibility and liability.

You (the customer) agree that when you select a PIN for a Debit Card, activate and/or sign a Debit Card or use a Debit or Credit Card to access the Cardholder Banking Service that means you have read this Agreement and agree to be bound by it.

### 1. You Must Keep Your PIN(s) Absolutely Confidential

You understand that when your PIN is used together with your Debit Card this will prove that you authorized the Transaction or other activity and you are responsible for it. Accordingly, you agree to keep your PIN(s) absolutely confidential and for your use alone. You will not disclose your PIN(s) to anyone else (including a close family member or friend, or any bank or public official).

When choosing a PIN, you will not use all or any part of:

- Your name, or a close relative's name;
- Your birth date, year of birth, telephone number or address, or a close relative's;
- A number on any of your Debit Cards;
- Any Account or Credit Card Account number;
- A number on any ID card you keep with or near your Debit Cards (such as your SIN or driver's licence number); or
- Any other number which can be easily obtained or guessed by someone else.

For example, if your address is 177 Main Street, you will not select 177 as your Telephone Banking PIN or 1770 as your Bank Machine/Point of Sale Transaction PIN; if your telephone number is 738-7777, you will not select 7777 as your Bank Machine/Point of Sale Transaction PIN or 738, 387 or 777, for example, as your Telephone Banking PIN.

You understand that you should memorize your PIN rather than keep any written record of it. However, if you decide that you truly need to keep a written record, you agree that:

- You will not record any PIN on, or in proximity to, a Debit Card. (For example, if you put a Debit Card in your wallet/purse or in a drawer, you will not keep a record of your PIN there too.)
- Your PIN must be disguised within the written record you make so that no one else can easily guess that it is a record of your PIN.
- You will not record your Telephone Banking PIN on or near a telephone.

If CIBC sends you a PIN, you will destroy the document on which it is printed.

### 2. You Must Safeguard Your Debit Card and Debit Card Details

Your Debit Card is for your use alone. Always keep your Debit Card in sight when using it and never lend your Debit Card to anyone. You must take reasonable steps to protect your Debit Card from loss, theft or misuse. You must ensure that the black magnetic stripe on the back of your Debit Card and chip contained in your Debit Card are protected at all times from misuse (including tampering), damage, destruction or any form of unauthorized use.

You acknowledge that a CIBC Advantage Debit Card™ may be used to conduct Card Not Present Transactions. These transactions do not require a PIN to authorize the Transaction. Therefore you must take care to safeguard your Debit Card and Debit Card Details at all times.

### 3. What if a Debit Card is Lost, Stolen or Misused, or Debit Card Details or a PIN are No Longer Secret?

If you notice suspicious activity on your account, your Debit Card is lost or stolen, you suspect someone else is using your Debit Card, or you suspect someone else knows or is using your Debit Card Details, PIN or Password, you must notify a CIBC branch or contact CIBC Telephone Banking as soon as reasonably possible (but no later than 24 hours after learning of or suspecting such loss or use). If you have access to a CIBC Bank Machine you must change your PIN(s) immediately.

CIBC Telephone Banking accepts calls 24 hours a day, 7 days a week.

To report a lost, stolen, or misused Debit Card, you can reach CIBC Telephone Banking at: 1 800 663-4575 (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).

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**4. Responsibility for Losses**

- a) **Authorized Access:** You are responsible for Transactions authorized by you. Transactions are authorized by you by:
- i) using your Debit Card together with your PIN, in conjunction with any electronic equipment that is capable of processing a Transaction;
  - ii) presenting your Debit Card to a merchant with or without signing a voucher or otherwise indicating your authorization of the Transaction in a manner acceptable to CIBC;
  - iii) providing the Debit Card number, Debit Card expiry date, and/or CVV2 to a Merchant or other party to whom payment is to be made, in a manner acceptable to CIBC, for example, in person, by telephone, by mail order, online, or for purposes of establishing a one-time, recurring, or periodic Transaction directly from your Account;
  - iv) using your Credit Card together with your PIN to access an Account that has been set up for access through your Credit Card at a CIBC Bank Machine, through CIBC Telephone Banking or CIBC Online Banking, or at a CIBC branch; and
  - v) authorizing anyone else to do any of the above (i) through (iv).

If you authorize a Transaction, you are responsible for all Account withdrawals (including amounts borrowed, if your Account is a line of credit Account or has overdraft protection) and for service and/or interest charges which may result (collectively called "Losses" in this Agreement).

- b) **Entry Errors, Fraudulent or Worthless Deposits, Refusal to Co-operate:** You are responsible for all Losses which result if you make an entry error when using the Cardholder Banking Service, including when making Bank Machine or Point of Sale Transactions.

You are responsible for all Losses which result from fraudulent or worthless deposits made at Bank Machines by you or anyone else (unless paragraph 4(e) applies). If you claim that an Account was accessed by someone else but you do not co-operate fully in an investigation by CIBC and/or the authorities, you will be responsible for all Losses.

- c) **Contributing to Unauthorized Use:** If someone else uses:

- i) your Debit Card or Credit Card and PIN;
- ii) any of your Debit Card Details; or
- iii) your Debit Card and your signature;

without your authority but your actions (or inaction) contributed to that unauthorized use, you are responsible for all Losses which result (except for any amounts which may be withdrawn from your Account in excess of the daily Bank Machine and Point of Sale Transaction withdrawal limits set by CIBC from time to time). "Contributing to unauthorized use" includes (but is not limited to) your failure to fully comply with paragraphs 1, 2, and 3 of this Agreement or to remove your Debit Card, Credit Card or money from a Bank Machine or Point of Sale Transaction terminal.

- d) **Further Clarification Regarding "Losses":** You acknowledge that the amount of the Losses for which you may be held liable under paragraphs 4(a), (b) or (c) above is not limited to the Account balance if the Account has overdraft or similar protection, or by your credit limit if it is a line of credit Account. In these cases, you will be liable for the amount borrowed, plus interest and/or service charges. Similarly, if there are Losses from fraudulent or worthless Bank Machine deposits for which you are responsible, your liability will include (but not be limited to) the amount of the fraudulent or worthless deposits.

- e) **Losses from Circumstances Beyond Your Control:** You are not responsible for any Losses due to circumstances beyond your control or, in other words, if there was nothing that you reasonably could have done to have prevented the Losses. "Circumstances beyond your control" are deemed to include:

- i) Cardholder Banking Service malfunctions or other technical problems with the Cardholder Banking Service when a Transaction has been accepted at a Bank Machine/Point of Sale Transaction terminal in accordance with your instructions;
- ii) Errors by CIBC; or
- iii) Debit Card, Credit Card, PIN and/or Debit Card Details use in cases where CIBC is responsible for preventing that use. This includes if a Debit Card, Credit Card, PIN and/ or Debit Card Details are used in the Cardholder Banking Service after:
  - You advise CIBC that a Debit Card or Credit Card has been lost or stolen;
  - CIBC cancels a Debit Card or Credit Card or it has expired; or
  - You advise CIBC that someone else may know or be using your PIN, your Debit Card, or Debit Card Details.

You are not responsible for Losses which occur because you have been the victim of fraud or theft, or have been coerced by trickery, force or intimidation provided that you report any unauthorized use of your Debit Card, Credit Card, PIN and/ or Debit Card Details promptly, co-operate fully in any subsequent investigation of such unauthorized use, and have not contributed to such unauthorized use.

You may be required to sign or provide additional documentation before we can confirm a fraudulent Transaction. If we subsequently determine that a Transaction was authorized by you, then we may reverse any amounts previously reimbursed to you and you will be liable for the Transaction and for any interest and/or service charges if such reversal overdraws your Account.

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- f) **Credit Card Accounts:** While this paragraph 4 applies to Transactions on your Account (including through your Credit Card if your Account has been set up for CIBC Bank Machine, CIBC Telephone Banking and CIBC Online Banking access through your Credit Card), it does not apply to transactions on a Credit Card Account that is set up for access through your Debit Card. The Credit Card Agreement governs all Credit Card Account transactions, whether done using a Debit Card or Credit Card.
- g) **Personal Account Agreement:** You are obligated under your Personal Account Agreement to examine your bankbook/Account statements or account entries and balances using Online Banking, Telephone Banking, and/or CIBC automated bank machines and advise CIBC of errors, omissions or irregularities in your Account entries or balances within the time limits set out in that Personal Account Agreement.

**5. Using Your Debit Card**

You must sign each Debit Card immediately upon receipt. You may be required to activate your Debit Card before it can be used. We may issue Debit Cards to renew your current Debit Card at expiry or replace it with a different card type if your current Debit Card type is discontinued or for other reasons.

You may use your Debit Card to make purchase Transactions where accepted by Merchants and in the manner permitted by such Merchants.

In some cases, you may select the Account to be used for a Transaction by selecting either 'Chequing' or 'Savings'. In other cases, the electronic device processing the Transaction may automatically select the Account in the 'Chequing' position on the Debit Card or, if an Account is not present in the 'Chequing' position, the Account in the 'Savings' position will be used if present or if neither is present the Account in the 'Other' position may be used. You acknowledge that in such other cases, you are still responsible for any fees, interest charges and amounts borrowed (if the Account is a line of credit Account or has overdraft protection) or incurred as a result of the Transaction.

You must not use your Debit Card for any illegal purpose, including the purchase of any goods and/or services prohibited by applicable local law. You agree not to use your Debit Card after the expiry date embossed on the Debit Card.

**6. Transactions with Merchants**

- a) **If you use the Cardholder Banking Service to purchase goods and/or services from a Merchant or to pay a Merchant's bills, you must settle directly with the Merchant any disputes or claims you may have.** (This includes, but is not limited to, if you do a Point of Sale Transaction and neither you nor the Merchant notices that the Transaction amount is wrong.) Purchases, refunds and adjustments of Transaction(s) are processed at the discretion of the Merchant.
- b) **CIBC is not responsible for any problems or disputes that you may have with any goods and/or services that you purchased with the Debit Card through the Cardholder Banking Service and CIBC will not be liable if a Merchant does not give you credit for a bill payment, imposes any additional charges (such as late fees or interest penalties), will not accept your Debit Card or takes any other actions.**
- c) Although the amount of your bill payment will be withdrawn from your Account on the date you instruct CIBC to make a bill payment, you understand that not all Merchants credit bill payments on the date that funds are withdrawn from your Account.
- d) You are responsible for providing Merchants with adequate, correct and up-to-date information for any pre-authorized payment Transactions to be debited from your Account and set up using your Debit Card Details, including advising Merchants if your Debit Card number or expiry date changes. We are not liable if any pre-authorized payment Transactions cannot be posted to your Account and you are still liable to the Merchant for these Transactions. It is your responsibility to contact Merchants if you want to discontinue any pre-authorized payment Transactions and to ensure the Transactions have been discontinued.
- e) The price Merchants charge for goods and/or services purchased with a Debit Card may vary from the price Merchants charge for the same goods and/or services purchased with cash, other debit cards, or credit cards.

**7. Additional Provisions Applicable Only to CIBC Advantage Debit Cards**

- a) Transactions:
  - i) In Canada: Where Interac Direct Payment is accepted, Transactions using your CIBC Advantage Debit Card 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 CIBC makes available for use).
  - iii) Card Not Present Transactions: Where Visa/Visa Debit is accepted, Transactions are processed through the Visa network.
- b) Purchases, Refunds and Adjustments: Where the CIBC Advantage Debit Card was used to conduct the original Transaction(s) you understand that: debits for the Transaction(s) may not appear in your Account on or effective the same day as the purchase; and credits for the Transaction(s) may not appear in your Account on or effective the same day as the return or adjustment.

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- c) **Disputes with Merchants Regarding Visa Network Transactions:** Notwithstanding paragraph 6(b), if you have a dispute with a Merchant regarding the purchase of goods and/or services which was processed through the Visa network using your CIBC Advantage Debit Card and you have been unsuccessful in resolving the dispute with the Merchant, you may contact CIBC. In some circumstances you may be entitled to direct CIBC to reverse a Transaction, for example, where the Merchant has not provided you with the goods or services you purchased or the goods or services are not as described (but not in the case of quality or suitability, or for PIN-authorized Transactions). You must notify us of the dispute within 60 days of the later of the date of purchase or the expected date of delivery of goods or services. If the Transaction is reversed you assign all rights you have against the Merchant in respect of the Transaction to us.
- d) **Fraud Protection for Visa Network Transactions:** The Visa Zero Liability program provides that, subject to all other terms and conditions of this Agreement, you are not liable for purchase Transactions made with the CIBC Advantage Debit Card which were processed through the Visa network or any other network Visa permits if your CIBC Advantage Debit Card is used fraudulently. For greater certainty, this protection does not apply to Bank Machine Transactions, or PIN-authorized Transactions not processed through the Visa network or any other network Visa permits.
- e) **Advance Payment Transactions and Reserving Other Goods and/or Services:** When you use your CIBC Advantage Debit Card to conduct Advance Payment Transactions, including reserving goods and/or services such as hotel reservations or car rentals, funds for payment of that Transaction may be debited immediately from your Account by the Merchant and the amount may be different from the final purchase amount at the end of your hotel stay or when you return the car.
- f) **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. Disputes with CIBC**

If you have questions regarding the Cardholder Banking Service or any dispute with CIBC regarding a Transaction, you may contact a CIBC branch, CIBC Telephone Banking or (if applicable) CIBC Credit Card Services in accordance with paragraph 3 above. If the branch, CIBC Telephone Banking, or CIBC Credit Card Services is unable to resolve the matter, disputes will be referred to a senior level within CIBC. "Our Service Commitment to You", available at any CIBC branch, by calling CIBC Telephone Banking or by visiting [cibc.com](http://cibc.com), sets out full details of CIBC's dispute resolution procedure. If a dispute involves funds debited from your Account, you will not be unreasonably restricted from using such funds which are in dispute while the dispute is being resolved.

**9. Termination or Interruption of Service**

You may terminate this Agreement at any time by notifying CIBC. Your notice of termination will be effective only when CIBC receives it. If you terminate this Agreement, you must immediately return your Debit Card(s).

CIBC may withdraw or cancel any part of the Cardholder Banking Service or your ability to access it at any time and without notice to you. CIBC will have no liability for any loss or inconvenience which may result.

**CIBC will not be liable for any damages, including, without limitation, direct, indirect, incidental, special, punitive or consequential losses or damages, inconvenience, loss of profits, loss of revenue, loss of business opportunities or any other foreseeable or unforeseeable loss resulting directly or indirectly from you being unable to access the Cardholder Banking Service or any part of it for any reason, even if CIBC was advised of the possibility of damages or was negligent.**

All Debit Cards remain the property of CIBC and must be returned to us immediately upon our request.

**10. Other Use of Debit Card/Credit Card and PIN as Personal Identification**

Your Debit Card or Credit Card, together with a PIN, may be used in CIBC branches to identify you and instead of your written signature on applications, agreements and other forms. In most cases, your PIN and Debit Card or Credit Card will be full proof of your identity and will fully substitute for your written signature and authorization; as such, they will also prove that you agree to be bound by all terms of which you are advised by CIBC. You may be asked to present another piece of identification in addition to the Debit Card or Credit Card for some Transactions.

**11. Account Access**

CIBC may impose daily or Transaction limits, and may change these at any time, with or without notice to you. Your ability to access Account funds through the Cardholder Banking Service or otherwise is subject to CIBC's policies and procedures respecting hold periods on cheques and Bank Machine deposits (including cash deposits), as amended from time to time, and to the access to deposited funds limit which CIBC has set for your Account. CIBC may change your access to deposited funds limit at any time and without notice to you.

Account Transactions done at a branch or Bank Machine after 6:00 p.m. local time will have a transaction date of the next Banking Day, and such Transactions done after 9:30 p.m. local time will be processed the next Banking Day. Account Transactions done through CIBC Telephone and CIBC Online Banking after 6:00 p.m. (Eastern Standard Time) will have a transaction date of the next Banking Day, and such Transactions done after 9:30 p.m. (Eastern Standard Time) will be processed the next Banking Day. Point of Sale Transactions conducted after 6:00 p.m. (Eastern Standard Time) will have a transaction date of the next Banking Day.

If you exceed your credit limit or breach the Credit Card Agreement, you may not be able to use your Credit Card in the Cardholder Banking Service to access any Account(s) that was set up for access through your Credit Card. 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.

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## 12. Special Debit Card Services and Loyalty Programs

From time to time CIBC may specify Transactions or other criteria which may entitle you to special Debit Card services and benefits or to earn loyalty rewards with a loyalty program. Debit Card services and benefits may be subject to additional terms and conditions which may change from time to time, and may be cancelled at our discretion without notice. Certain Debit Card services and benefits are supplied by third parties; we are not liable for any services or benefits not directly supplied by us. You must deal directly with the supplier of any services or benefits in respect of any dispute.

If applicable, loyalty rewards will only be awarded to you as the Debit Card holder. If the loyalty program requires enrolment, you cannot earn loyalty rewards until CIBC has received, and CIBC and the Loyalty Program Operator have processed, the request for enrolment, including registering a valid loyalty program account number in association with your Debit Card. Enrolment is not automatic simply by virtue of having another CIBC product on which loyalty rewards may be earned (such as a Credit Card on which loyalty rewards may be earned). If you do not provide us with, or do not have a loyalty program account with the Loyalty Program Operator, CIBC will request the Loyalty Program Operator to open a loyalty account in your name on your behalf. Loyalty rewards will be awarded only if your Debit Card and/or Account(s) is(are) still open and in Good Standing at the time CIBC advises the Loyalty Program Operator to credit loyalty rewards to your loyalty program account. Loyalty rewards have no cash value and will be adjusted for any purchase refunds and reversals.

The Loyalty Program Operator's rules also apply to the loyalty program, including but not limited to the rules about the expiry and redemption of loyalty rewards. The Loyalty Program Operator may change its rules or change or terminate its loyalty program at any time without notice to you. The Loyalty Program Operator is not CIBC's agent and is not responsible for your Debit Card or its administration. CIBC is not the Loyalty Program Operator's agent and CIBC is not responsible for its loyalty program or its administration, including your ability or inability to redeem loyalty rewards CIBC's arrangement with the Loyalty Program Operator may be changed or terminated at any time without notice to you.

CIBC may share personal information about you with Loyalty Program Operators in order for them to open a loyalty program account (if applicable), award loyalty rewards and otherwise administer their loyalty program. If your Debit Card is changed to another type of Debit Card, you will cease to earn loyalty rewards (if any) associated with your old Debit Card. Your ability to earn loyalty rewards associated with the new Debit Card type will be subject to the terms and conditions of the loyalty program associated with that new type of Debit Card.

## 13. Instructions and Records

You direct CIBC to accept the instructions you give CIBC through the Cardholder Banking Service as if you had given them in writing and in person at a CIBC branch. CIBC may keep any type of records it wishes, including tape recorded or electronic records. CIBC's records (including those regarding the contents of any Bank Machine deposit you make) 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. (For example, if you input the wrong amount when you make a Bank Machine deposit or if a cheque you deposit is returned as Non-Sufficient Funds (NSF) or for another reason, CIBC will adjust your Account balance for the proper amount.) You acknowledge that CIBC may choose to record some or all of your calls to CIBC Telephone Banking.

## 14. Foreign Currency Transactions

If you withdraw U.S. funds from your Canadian dollar Account through a CIBC Bank Machine which permits U.S. currency withdrawals, your Account will be debited in Canadian funds at the exchange rate set by CIBC. If you use a CIBC Bank Machine to deposit foreign currency into a Canadian dollar Account, CIBC will credit the Account in Canadian funds at the exchange rate set by CIBC; if you deposit Canadian or other 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, as applicable.

If you use a Debit Card to withdraw foreign currency from a non-CIBC Bank Machine in Canada or a Bank Machine located outside of Canada, or use a Debit Card to purchase goods and/or services or to conduct Cash-Like Transactions outside of Canada, a converted Canadian dollar amount will be debited from your Account, based on the same conversion rate CIBC is required to pay on the date of conversion, plus an administration fee. You acknowledge that currency conversion may not happen on the date of your withdrawal or Transaction. In most cases, the conversion rate applied to refunds or adjustments of a purchase Transaction will be different from the conversion rate applied to the original Transaction. The administration fee will apply to refunds or adjustments of a purchase Transaction. You also acknowledge that the amount of the administration fee, and other applicable fees charged by CIBC, are disclosed in CIBC's current personal account fee list, a copy of which may be obtained at any CIBC branch in Canada, by calling CIBC Telephone Banking or by visiting [cibc.com](http://cibc.com).

## 15. Service Fees

You will pay CIBC's fees for Transactions and for the Debit Card (if any) and, where applicable, for using all or certain parts of the Cardholder Banking Service. Fees (if any) are not refundable. You authorize CIBC to debit these fees from any of your Accounts. Information about fee changes will be disclosed in accordance with applicable laws. You may obtain a copy of CIBC's current personal account fee list at any time from any CIBC branch in Canada, by calling CIBC Telephone Banking, or by visiting [cibc.com](http://cibc.com).

Fees pertaining to optional services provided by third parties are not charged by us, and are treated as purchase Transactions. Notification concerning changes in the fees pertaining to optional services are subject to the terms and conditions of the agreements for the optional services.

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**16. 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.

**17. Limitation of CIBC's Liability**

You understand and agree that, except as expressly provided in paragraph 4(e) 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. In addition, 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, 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 shall survive any termination of this Agreement.

**18. Governing Law**

This Agreement shall be governed and construed in accordance with the laws of the province or territory where the Account is located and the laws of Canada, as applicable.

**19. General Definitions**

In this Agreement, these capitalized terms have this meaning:

"Account" means a personal deposit or line of credit account with CIBC or any CIBC affiliate 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. Examples include car rentals and hotel reservations.

"Agreement" means this CIBC Cardholder Banking Service Agreement.

"Banking Day" means any day on which your branch of account is open, other than a Saturday, Sunday, regional or national holiday.

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

"Card Not Present Transaction" means a Transaction involving the purchase of good and/or services where you are not present at the Merchant location. Examples include purchases made by mail, telephone, or online.

"Cardholder Banking Service" means the service which allows you to use your Debit Card, Debit Card Details, Credit Card or Credit Card number to access your Account(s) through Bank Machines, CIBC Telephone Banking, inter-branch banking, and any Debit Card reading terminal at retail locations, and Card Not Present Transaction locations such as by mail, telephone, or online as permitted from time to time. For CIBC Advantage Debit Cards only, it also means the service which allows you to use your Debit Card at financial institutions (other than CIBC) which honour Visa debit or credit cards.

"Cash-Like Transaction" means a Transaction involving the purchase of items directly convertible into cash. Examples include casino gambling chips or credits, money orders, wire transfers, and traveller's cheques.

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

"Credit Card" means a CIBC personal 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.

"CVV2" means the three-digit security code on the back of the Debit Card (which is also called the "Card Verification Value 2").

"Debit Card" means any CIBC card which enables you to use the Cardholder Banking Service, but excludes a Credit Card.

"Debit Card Details" means the Debit Card number, Debit Card expiry date and CVV2.

"Good Standing" means you are in compliance with this Agreement and/or any other agreement applicable to your Account or Debit Card.

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**"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.

**"Loyalty Program Operator"** means a third party company which operates a loyalty program.

**"Merchant"** means a merchant engaged in selling goods or services, and includes a financial institution (other than CIBC) which honours Visa debit or credit cards.

**"PIN"** means the different series of numbers or letters you select or which CIBC issues you, for your use alone, to identify you and enable you to use various parts of the Cardholder Banking Service including, but not limited to, your personal identification number (also called **"password"**) for Bank Machine and Telephone Banking access and Point of Sale Transactions, 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 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. It also includes Advance Payment Transactions, Card Not Present Transactions and Cash-Like Transactions.

**"Transaction"** means a transaction done through the Cardholder Banking Service including all types of Point of Sale 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. Also, the word "including" means "including, but not limited to".

CIBC endorses the Canadian Code of Practice for Consumer Debit Card Services. This Code will only apply to your Credit Card(s) when used together with a PIN to access your Accounts.