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# **CIBC Education Line of Credit/ Professional Edge<sup>®</sup> Student Personal Line of Credit**

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## Terms and Conditions

This booklet contains the terms of your agreements with us, and disclosures about our products and services and our relationship with you.

Please read it carefully and keep it for your records.

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This Agreement applies to any money we lend you under your education line of credit. (“A Professional Edge student personal line of credit constitutes an “education line of credit” for the purposes of this Personal Borrowing Agreement.”). This Agreement should be read together with your CIBC Personal Borrowing Application and the Statement of Disclosure. Signing the CIBC Personal Borrowing Application, or using or activating your education line of credit means that you received, read, understood and agree to this Agreement.

**Part I – Terms and Conditions for Your Education Line of Credit**

**1. Overview**

This Agreement, the CIBC Personal Borrowing Application and the Statement of Disclosure describe the terms applicable to borrowings you make from CIBC under your education line of credit. Your education line of credit may be secured on personal or real property (in Quebec, movable or immovable property) you own or may be unsecured. You will pay (in Canadian dollars) all, or any part, of your debt when it is due or immediately when we demand it.

**2. Your Credit Limit**

Your credit limit will be set out on your Statement of Disclosure, or as part of another form of communication. This is the maximum amount you can borrow under your education line of credit. Your available credit will be shown on your monthly statements.

We may, without giving you prior notice, set a limit on the amount of credit you can access for each or both of the following:

- funds which you access via ABM;
- payments made on your education line of credit account from another institution's credit card, line of credit or loan.

We may, without giving you prior notice, do any of the following with respect to your education line of credit limit:

- change your credit limit at any time. We can decrease your credit limit (including to zero) even if you are not in default of this Agreement and even if your payments are up-to-date.
- refuse to let you borrow any amounts that would cause you to exceed, or further exceed your credit limit. If we allow you to exceed your credit limit, you must immediately pay on demand any amount that exceeds your credit limit plus interest, fees, insurance premiums and taxes.
- refuse any withdrawals on a temporary or permanent basis, even if we allowed such withdrawals in the past.

If we agree to increase your credit limit, such an increase may be subject to a credit bureau check and a cash flow analysis. You must provide sufficient financial information to us to allow us to perform this cash flow analysis.

**3. Promise to Repay**

You will pay (in Canadian dollars) all amounts required by this Agreement in full, without delay (even when normal mail service is disrupted and even if you do not receive your monthly statements).

**4. Access to, and Use of, Funds**

You can access funds in the account established for your education line of credit in a variety of ways, including by:

- pre-authorized debit;
- online banking (the CIBC Electronic Access Agreement, as amended, supplemented or replaced from time to time, will apply to all education line of credit transactions you perform using online banking);
- telephone banking;
- mobile banking; and
- ABM if we allow you to do so (the CIBC Cardholder Banking Service Agreement, as amended, supplemented or replaced from time to time, will apply to all education line of credit transactions you perform using ABM).

You will only use your education line of credit for education purposes. You must not use your education line of credit:

- for any business that you own or in which you have any interest;
- for any illegal or fraudulent purposes; or
- to make circular payments, for example, you must not draw funds from your education line of credit to deposit to another account and then withdraw funds from that account to redeposit to your education line of credit.

Also, you will not make payments on your education line of credit using funds borrowed from CIBC or drawn on any other CIBC credit facility or credit account.

You must be a student enrolled in a university, college or other educational institution recognized by us in order to maintain your education line of credit. No later than November 30th of each year, you must provide us with written proof of your enrolment, which proof must be acceptable to us.

If you are transferring a student loan (relating to a graduate or professional program) from another financial institution, we have the right to determine if such student loan qualifies. There may be tax implications to the transfer of your outstanding federal or provincial student loan to CIBC. Contact your independent tax advisor if you have any questions.

We may terminate your right to access your education line of credit on the termination date, which is the earliest of:

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- the day that you stop attending the educational institution in which you were enrolled;
- the day that you graduate;
- the day that is ten years after the date we opened your education line of credit (or a shorter period as we may deem appropriate); and
- November 30th of any year if you have not given us proof of enrolment.

On the earliest of:

- twelve months after the termination date, if you have graduated;
- six months after the termination date, if you have not graduated; and
- any other date we select,

You must repay the amounts borrowed in accordance with one of the following repayment options, which we both must agree on:

- convert principal amount outstanding under the education line of credit to a conventional loan. Principal plus interest payments thereafter (only option available if there is a guarantor on the education line of credit);
- continue to use your education line of credit as a personal line of credit with minimum monthly payments of the greater of 2% of the outstanding principal balance outstanding or \$50; or
- continue to use the education line of credit as a personal line of credit with minimum monthly payments of interest only.

If you withdraw from your academic program, we may immediately convert your education line of credit to a personal loan. Interest only for a maximum of 6 months, principal plus interest payments thereafter.

## **5. Interest Payments**

Until all amounts owing under this Agreement are paid in full, you must pay interest on the education line of credit at the interest rate set out in the Statement of Disclosure both before and after any of the following events:

- we demand payment;
- the payment due date;
- default;
- you have legal action taken against you, your property or assets; and
- any court judgment we obtain against you.

If your payments are in arrears, you can contact us at any time to find out the amount of interest in arrears.

## **6. Interest Rate**

We will not pay interest on any credit balance in your education line of credit.

You will pay interest on all amounts outstanding on your education line of credit (including unpaid interest, fees, charges, etc.). The interest rate is based on our prime rate, plus or minus an adjustment factor set out in the Statement of Disclosure. The interest rate will change whenever the prime rate or adjustment factor changes. We may change our prime rate from time to time without notice to you. You can find out what the prime rate is on any given day by calling CIBC toll free at 1 877 465-CIBC (2422), by going to any CIBC branch in Canada or at [www.cibc.com](http://www.cibc.com). If there is a need to prove the prime rate in effect at any time, you agree that a certificate from us stating the rate will be conclusive evidence of the rate in effect at that time.

We may also, without prior notice, change the adjustment factor (as shown on the Statement of Disclosure) which is added to our prime rate to determine the interest rate on your education line of credit, on a permanent or temporary basis. If we change the adjustment factor, we will send you notice as required by law and at the same time let you know when the change became effective.

## **7. How we Calculate Interest**

Interest accrues from the day any amount is charged to your education line of credit. We calculate interest daily on the balance owing on your education line of credit in the following way:

- We multiply the outstanding balance under your education line of credit by a daily interest factor based on the interest rate in effect on that day.
- We add together all of the interest charges for each day in the statement period to determine the total interest owing in each month.

Interest will be compounded monthly. This means that unpaid interest from the immediately preceding month will be added to the balance of your education line of credit each month on the statement date and will bear interest from that date. We may also choose to charge interest on interest in instances where we do not produce a monthly statement.

## 8. Fees and Charges

You must pay, and we may add to the principal amount owing under your education line of credit, any fees, charges and any other amounts you may owe us under this Agreement, including:

- insurance premiums (if you purchased creditor insurance for your education line of credit);
- the fees, charges and non-interest charges set out in the Statement of Disclosure (for example we may, without notice to you, charge you a non-interest charge each time you exceed your credit limit);
- any expenses we incur in responding to any third party legal notice or document; and
- any fees, costs and expenses related to processing, surveys, preparing, reviewing, signing and registering (electronic or otherwise) of any documents required to register any mortgage/charge against your real or personal property (in Quebec, an immovable or movable hypothec), including any amendments, renewals, transfers, discharges, other registrations, government fees, legal fees, and service provider fees. You will pay these amounts whether the registration, amendment, renewal, transfer or discharge of our mortgage/charge is prepared by your lawyer or notary, by our lawyers, notaries or service providers, or by us.

If you fail to make a payment when due, or fail to comply with any obligation in this Agreement or in any security you have given us, we may charge you to recover any costs, including legal fees and expenses (to the fullest extent permitted by law), we reasonably incur for any action we take to collect the amount you owe us or to enforce any obligation or realize on or protect any security we hold for your education line of credit, and our charges for any cheque or other payment item that is dishonoured (NSF). We may add these charges to the principal amount owing under your education line of credit.

We may change our fees and charges at any time. We will provide you with notice of those pricing or fee changes, as required by law. Other fees, charges, costs, and insurance premiums levied by third parties may also change from time to time.

## 9. Payments

We may at any time, without prior notice to you and for any reason, demand immediate payment of any amounts outstanding under your education line of credit or this Agreement.

Until demand is made by us, you will make each month, on or before the payment due date, the minimum payment due plus, any overlimit due amount and any past due amount that may apply.

The total amount owed on your education line of credit and the payment due date are shown on your monthly statement. The total amount owed includes all amounts you borrow on your education line of credit, interest, insurance premiums, taxes and fees. If only minimum payments are made, then interest charged to you on a statement date will remain outstanding and will bear compound interest from the statement date until the payment due date.

We may, at any time, without notice, change the minimum payment due and the payment due date.

You may make a payment that is greater than your minimum payment due or you may pay the full balance at any time. You may also make additional payments on your education line of credit at any time. However, unless other arrangements have been made, you must continue to pay the minimum payment due on or before the payment due date shown on your monthly statement until your education line of credit is repaid in full.

You must pay all amounts owing to us on time, whether or not you receive your monthly statement, whether or not your monthly statement is delayed and whether or not your method of payment is through pre-authorized debit.

It will not diminish our rights if we accept late, partial or other payments not made in accordance with this Agreement or if you mark a cheque or money order as being full payment when it is not.

## 10. Methods of Making Payments

You can make payments as follows:

- making deposits to your education line of credit;
- authorizing us to debit a CIBC account. If the account is a joint account then all account holders must authorize withdrawals from the account for payment of your education line of credit. We will automatically withdraw from that account, on the payment due date each month, the full minimum payment due, less any payments received from you between the statement date and the business day before the current payment due date. You and any joint account holder must sign a separate authorization for payments to be made this way; or
- any other way we deem acceptable.

## 11. How we Apply Payments

Prior to default, we will apply payments made towards your education line of credit first to any past due amount, then to your current due amount, then to any overlimit due amount and then to the remaining balance on your education line of credit.

Any amount you pay in excess of your minimum payment due, or when you have no minimum payment due, will be applied to reduce the principal balance of your education line of credit.

## 12. Statements

We will send the primary borrower a statement each month and, a statement to each co-borrower who requests a statement. Monthly statements may also be sent to the guarantor. Monthly statements may not be sent on the same date in each month.

We are not required to send you a monthly statement in any month where:

- there have been no advances or payments on your education line of credit during the statement period; or
- we notify you that your education line of credit has been suspended or cancelled because you are in default and we have demanded full repayment of the balance (however, interest will continue to accrue on your education line of credit).

## 13. Reviewing your Statements

You must tell us immediately if you have not received your statement within 7 days of the date on which you normally receive it. Your obligations under this Agreement apply whether or not you receive your monthly statement or whether or not your monthly statement is delayed. If you find a mistake in your statement, you must tell us in writing within 30 days of the statement date. If you do not, we may, among other things, regard:

- a) all entries and balances on your education line of credit as correct;
- b) all cheques paid from the education line of credit as genuine, duly authorized and properly endorsed; and
- c) all amounts charged to your education line of credit as properly chargeable to you. If you do not tell us in writing as set out above, then:
  - i) you are not entitled to be credited to your education line of credit with any amount that is not shown in the statement; and
  - ii) you release us from all claims, including claims for negligence, in connection with the education line of credit. This release does not apply to claims for gross negligence or willful misconduct or intentional fault by us, in which case our liability will be limited to the lesser of:
    - A. the amount of the credit or charge to the education line of credit; or
    - B. the direct damages you suffer. We will not be liable for any indirect, special or consequential damages. We may remove any credits which have been posted in error from your education line of credit at any time.

## 14. Processing of Cheques and Similar Items

All cheques deposited to the education line of credit are credited subject to final payment. This means that if a cheque is returned unpaid for any reason, we will charge the amount of the cheque to the education line of credit, plus fees.

If you do education line of credit transactions at a CIBC branch other than the branch set out in the CIBC Personal Borrowing Application, you will comply with our requirements. We may charge to the education line of credit the amount of any cheque, bill of exchange or other payment order (the "order") drawn on the education line of credit, as soon as it is negotiated or deposited at any CIBC branch or agency. We may pay the order even if it is not physically delivered to or presented at the address of the CIBC branch shown on the front of the order.

## 15. Reporting Loss, Theft or Unauthorized Use and Related Liability

You must notify us immediately about any:

- actual or suspected loss, theft or unauthorized use of any education line of credit cheques; or
- other circumstance in which one might reasonably conclude that a fraud may occur in relation to your education line of credit.

If you do not, you will be liable for any improper withdrawal from the education line of credit.

We will only be liable for a loss due to a forged or unauthorized signature on, or any alteration of, a cheque or other payment instrument if you:

- notify us immediately of the alleged forgery, unauthorized signature or alteration in writing; and
- we conclude that you took all reasonable steps to prevent the forged or unauthorized signature or the alteration and the resulting loss, and that despite the fact, the loss was unavoidable.

## 16. Optional Creditor Insurance

If you have elected to purchase optional creditor insurance on your education line of credit, you will be charged insurance premiums in accordance with the terms of your Certificate of Insurance. Insurance premiums on your education line of credit are charged even if any applicable purchase transaction is delayed or fails to close.

## 17. Assumptions and Transfers

You cannot transfer your education line of credit without CIBC's consent, and the education line of credit cannot be assumed by any other person without CIBC's consent.

## Part II – Security Terms

### 18. General

If you have agreed in your CIBC Personal Borrowing Application to give security over any personal or real property (in Quebec, movable or immovable property) (the specific property identified in such application being referred to as the “collateral”), the provisions in this Part will apply to the particular security. If security in the collateral must comply with Quebec law, then you must sign the necessary form of Quebec hypothec. If the collateral is not governed by Quebec law and is real property, then you must sign our standard form of mortgage/charge. If the collateral is personal property, then the security will be created under the provisions of this Part, unless some additional security document is required in order to provide us with proper security.

Security granted to us under this Part does not replace any other security held by us.

### 19. Grant of Security over Personal Property

As security for all of your present and future indebtedness and liability to CIBC under or by virtue of this Agreement, you grant to CIBC a security interest in all collateral that is personal property and all additions and accessions thereto and the proceeds thereof.

### 20. Security over Real (Immovable) Property

The mortgage/charge (or hypothec in Quebec) will contain other terms particular to the security, which you must comply with, and will be in an amount that is acceptable to us and you and that may exceed your current credit limit. However, that security will not secure any more than you owe to us at a particular time.

You will be responsible for and must pay the cost of a lawyer, notary or service provider, acceptable to us, who will prepare, register and confirm the priority of our security. If you do not pay these costs, we may charge them to your education line of credit.

### 21. Registration/Perfection of the Security

We may refuse to permit any borrowing under your education line of credit until all security has been validly registered/perfected and we are satisfied as to the priority of our security.

Where permitted by law, you waive the right to receive a copy of any financing statement or financing change statement that we register or verification statement respecting any such registration.

### 22. Your Obligations with respect to the Collateral

You agree with us that:

- you will not sell, lease or allow anyone else to take possession of any of the collateral, or agree to do any of these things;
- you will insure the collateral against the customary risks or other risks that we request, but if you do not we may do so and charge the premiums to your education line of credit; and
- you will maintain the collateral in a good condition, but if you do not we have the right to make any necessary repairs and to charge your education line of credit with the cost of those repairs.

### 23. Enforcement of Security

If an Event of Default occurs, then, in addition to any other right or remedy that the law provides, we may immediately, or upon notice to you if required by law:

- enforce all or any security over real/immovable property in accordance with the terms of such security; and
- enforce the security over personal property granted under this Agreement by seizing and taking possession of the collateral and,
- whether or not we have taken possession, sell or otherwise dispose of the collateral by private or public sale, either for cash or upon credit, and appoint a receiver or agent to realize upon or operate the collateral, provided that we are not responsible for the actions of any receiver.

All costs and expenses of such enforcement, including legal expenses, will be charged to your education line of credit if you do not pay them.

## Part III – Guarantee Terms

### 24. Guarantee

In consideration of CIBC extending or continuing to extend credit to the borrower, the guarantor agrees that he or she will immediately pay CIBC on demand all amounts owing under this Agreement, including outstanding principal, interest, insurance premiums and any other charges and fees. CIBC will be entitled to demand payment from the guarantor without CIBC first having to take any legal steps to recover payment from the borrower or any other person.

You agree that CIBC may collect information from credit bureaus so long as you remain liable as guarantor. CIBC may also disclose information to credit bureaus. The word “Information” means financial and financially related information about you, including information to identify you or qualify you for products and services, or information that CIBC needs for regulatory requirements.



## 25. Absolute Liability

The guarantor's liability is absolute and unconditional and will not be limited or reduced for any reason, such as:

- any increase in either the amount of the credit or the interest rate, or any other change in credit;
- any replacement or amendment of this Agreement, whether or not the guarantor has consented to such replacement or amendment;
- any security granted to CIBC ceasing to be enforceable, in whole or in part, or perfected;
- any conversion of the education line of credit to a loan;
- the guarantor's death or legal incapacity or the death or legal incapacity of the borrower; or
- any other event that would constitute a legal or equitable defence to or a discharge, limitation or reduction of the guarantor's liability.

CIBC may debit any account you have with CIBC for any amount that is owed to CIBC under this guarantee. If more than one person is a guarantor, the obligations of the guarantors are joint and several (in Quebec, solidarily).

While individual circumstances may vary, it may be possible for the borrower to remain in interest-only status for 15 years and convert to a conventional loan with a 20 year amortization, such that you could be liable, in such a case, for a period of up to 35 years.

## 26. Quebec Acknowledgement

If the guarantor's obligations are governed by the laws of Quebec, each guarantor acknowledges that the terms and conditions of the obligations of the borrower have been expressly brought to his or her attention, and each guarantor agrees that if his or her guarantee is attached to the performance of special duties, the guarantee will not terminate upon cessation of such duties. The borrower and guarantor renounce the benefit of division and discussion.

## 27. Continuing Guarantee

The guarantor's liability will continue in effect until such time as all amounts owed by the borrower under this Agreement or any renewal, amendment or extension thereof are repaid in full.

## Part IV – General Terms and Conditions

### 28. Certification

You certify that the information you have provided to us in the CIBC Personal Borrowing Application and all other documents related to your application for the education line of credit is true.

### 29. Changing your Address, other Information or Residency

You must immediately notify CIBC of any change to:

- Your address.
  - If you do not, your last known address will be your current address for any purpose under this Agreement. If we are unable to deliver any communication or any communication is returned, we may stop attempting to communicate with you until we receive accurate contact information.
- Other information you previously provided to us (including information about your personal financial situation and the value of any security you have given us).
  - You will also give us any information and supporting documentation that we request or as required by law.
- Your residency. If you are no longer a resident of Canada:
  - we may end this Agreement without your permission; and
  - whether or not we end this Agreement, you will immediately pay all amounts owing under your line of credit (whether or not such amounts are then due) free and clear of all foreign taxes and holdbacks. You must pay any withholding taxes.

### 30. Estates

We are authorized to take such steps or require such documentation (including but not limited to a certified copy of the death certificate, a letter or direction, and notarized copy of the letters probate or other court documentation) or restrict transactions related to this Agreement as we deem prudent or advisable.

If we have not received written notice that you have died, we may execute transactions and deal with this Agreement and the education line of credit as though the death had not occurred.

Your estate will remain liable, jointly and severally (in Quebec, solidarily) with the guarantor, if any, for any debit balance or other liabilities in connection with this Agreement.

If you die, on request of your estate representative, we will provide the estate representative with any documents and information relating to this Agreement that you would have been entitled to while alive, up to and including the date of death. This includes, among other things, forms, correspondence, transactions, statements, and balances.

### **31. Power of Attorney or Other Legal Representative during your Lifetime**

You may appoint someone else to deal with this Agreement and the education line of credit as your agent if you have a duly executed power of attorney, in a form acceptable to us. We may require proof or validation, satisfactory to us (including court documents), of such agent's authority, and we may refuse to deal with your agent. You release us from any claim or liability when acting upon the instructions of such agent.

If anyone is appointed as guardian of your property (either by statute or by court order), we may require proof or validation, satisfactory to us (including court documents) of such guardian's authority.

### **32. Independent Legal Advice**

You will pay the cost of any independent legal advice that you obtain or that we require you to obtain. We may charge these costs to your education line of credit.

### **33. Set-Off by CIBC**

If we owe any obligation to you, we may, without notice to you, set the obligation off against, or compensate the obligation from, any amount you owe us under this Agreement, no matter how long either amount has been owed.

If we receive notice of your bankruptcy, insolvency or similar arrangement, we may immediately exercise this right of set-off or compensation.

This right is in addition to any rights we may have at law or in equity to set-off or to compensation.

You waive any right of set-off or deduction you may have. You must make all payments owing under this Agreement without cancelling, reducing, offsetting, compensating, abatement, counterclaiming or deducting, or holding back any amounts.

### **34. Events of Default**

You will be in default under this Agreement if any one or more of the following (each, an "Event of Default") occurs:

- you do not pay any amount when due, or do not perform any other obligation, or do not comply with any provisions under this Agreement or any security;
- you do not pay when due any amount that you borrowed from someone other than us;
- you have, in connection with this Agreement, made a statement to us or have provided any information about your financial position that was not true when it was made or provided;
- you become insolvent or any steps or proceedings are taken by or against you under any bankruptcy or insolvency legislation; and
- any receiver or custodian or similar person is appointed for you or any of your property.

### **35. Remedies upon Default**

Upon the occurrence of an Event of Default, in addition to those remedies that we may exercise to enforce the security, as specified in section 23 above, we may immediately terminate your right to borrow any further funds under your education line of credit and exercise whatever rights we have at law to recover what you owe to us under this Agreement.

### **36. How we Apply Payments if you are in Default**

If you are in default on education line of credit or otherwise in default of this Agreement, we may apply any funds we receive from you or from enforcing our rights under this Agreement in any way we see fit, subject to any applicable laws.

### **37. CIBC's ability to Convert an Education Line of Credit to a Personal Loan**

If you fail to make the minimum payment due on any payment due date, we may, without prior notice to you, convert all amounts owing on your education line of credit (including outstanding principal, interest, insurance premiums, and any other charges and fees) to a loan whereby blended payments of principal and interest will be payable by you. We may determine the conditions of the loan (such as the term, interest rate, when the loan is to be repaid in full, the payment amount and payment dates) unless we agree to other repayment arrangements with you. The conversion will take effect immediately and your education line of credit will be cancelled. The first scheduled payment will be payable on the next payment date as set out in the statement of disclosure we will send you.

Any creditor insurance you have in respect of your education line of credit will terminate upon conversion. You will need to re-qualify for creditor insurance on your loan.

### **38. Third Party Demands**

We will comply with any lawful third party demands that we receive in respect of this Agreement or the education line of credit without notice to you.

Any legal notice or document issued by a third party in respect of this Agreement or the education line of credit will be effectively served if served on us at a CIBC branch. We may accept service at any other location that we may designate from time to time.

We may be required by law to restrict your access to the education line of credit, or re-direct your payments. We will consider any such re-directed payments to be missed payments.

### 39. Indemnity

You, your heirs, and your estate representatives indemnify and save harmless us and each of our respective directors, officers, custodians, agents, and employees from and against all liabilities of any nature whatsoever (including all expenses reasonably incurred in the defense thereof) that may at any time be incurred by any of us, or be brought against us by any person, legal entity, regulatory authority, or government authority, and that may in any way whatsoever arise out of or be connected in any way with this Agreement. If we are entitled to and make any claim under this indemnity, we may pay the claim from any credit balance on your education line of credit. If there is no credit balance on your education line of credit, you agree to personally pay the amount of the claim and we may apply monies held for you in any other account with CIBC or any affiliate, including joint accounts, other than a registered retirement savings plan or registered retirement income fund, to eliminate or reduce such claim.

### 40. Limitation of CIBC's Liability

You understand and agree that, except as otherwise provided for in this Agreement, we will be liable to you only for direct damages resulting from our gross negligence, fraud or willful misconduct of CIBC arising directly from our performance of our obligations under this Agreement. We will not be liable to you for any other direct damages.

We will not under any circumstances be liable to you for any other damages, including, without limitation, indirect, incidental, special, general, punitive or consequential 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:

- a marked and flagrant departure from the conduct ordinarily expected of a reasonable and prudent person in the position of CIBC, or
- so wanton and reckless as to constitute an utter disregard for harmful, foreseeable and avoidable consequences.

### 41. Severability

If any part of this Agreement is determined by any court of competent jurisdiction to be illegal, unenforceable or invalid, that part will be severed from this Agreement and the remaining parts of the Agreement will continue in full force and effect.

### 42. Conflict

If there is a conflict or inconsistency between the terms of this Agreement and the terms of any other agreement or document we have with you related to this Agreement including our mortgage/charge, the provisions of this Agreement will prevail. However, it will not be considered a conflict or an inconsistency if our mortgage/charge contains additional terms, conditions or provisions (including any rights, remedies, covenants, representations or warranties) that are not included in this Agreement. Any such terms, conditions or provisions will remain in effect.

### 43. Binding Effect

This Agreement is binding on us and our successors and assigns. It is also binding on you, your heirs, your estate and your personal and legal representatives, including your executors, administrators and successors and any person to whom it is assigned with our consent.

### 44. Waiver of Terms

Only an authorized officer of CIBC can waive a term of this Agreement or our mortgage/charge, and the waiver must be in writing. If we fail to exercise, or if we delay exercising, any of our rights under this Agreement or our mortgage/charge, this will not be a waiver of our rights and will not prevent us from exercising these rights again in the future. If we waive a breach of any term of this Agreement or our mortgage/charge, it does not mean we are waiving the term itself.

### 45. Governing Law

This Agreement is governed by and interpreted in accordance with the laws of the province or territory where you reside and the applicable laws of Canada. You agree to submit to and be bound by those laws and the courts of that province/territory in the event of any dispute relating to this Agreement or our mortgage/charge. Any judgment we obtain will not affect your obligations under this Agreement or our mortgage/charge.

### 46. Extension of Limitations Period

Where permitted by provincial or territorial law, the limitation period for this Agreement is extended to six years.

### 47. 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 [www.cibc.com](http://www.cibc.com) or at any branch. This policy may be amended, replaced or supplemented from time to time. You acknowledge and agree that we may offer you an education line of credit as nominee and/or agent on behalf of, and that we may assign your education line of credit to, another entity (the "beneficial owner"), whether or not such beneficial owner is named in any documents relating to this Agreement, and that we may share your personal information with any such beneficial owner or its assignee.

#### 48. Communicating with You

We will notify you of changes to the terms of your education line of credit and this Agreement by any method allowed by applicable law including (method may depend on the type of change being made):

- a message on your education line of credit statement;
- in paper form or electronically; or
- posting a notice on our web site.

We will send any written notice to the most recent mailing address shown in our records and consider that you have received the communication as follows:

Mode of Delivery	Deemed Delivery Date
Ordinary First Class Mail	Five business days after post-mark
Delivered by Hand	When Delivered
Electronic Communications	Once the electronic communication enters the information system designated by you for receiving notices

If mail service is disrupted, we will tell you where to pick up your education line of credit monthly statement. Your education line of credit monthly statement will be considered to have been delivered to you on the day it is available for you to pick up, whether or not you do so.

#### 49. Communicating with you Electronically

If your consent is required by applicable law and you provide us with your consent, we may, at our option, provide any information, communication or disclosure relating to this Agreement, including your line of credit statement, the Statement of Disclosure, and any other document relating to your line of credit, to you electronically, including over the internet, through online or mobile banking or to an e-mail address you provide us for this purpose. For legal purposes, documents sent to you electronically will be considered to be "in writing" and to have been signed and/or delivered by us. We may rely upon and treat as duly authorized and binding on you any electronically authenticated document that we receive from you or which appears to have been sent by you. If you wish to communicate with us by electronic means, you will be required to comply with certain security protocols established by us from time to time and take all reasonable steps to prevent unauthorized access to any other documents exchanged between us electronically.

#### 50. Changing this Agreement

We may permanently or temporarily change any term of your education line of credit (including changes to your credit limit, your interest rate or the service fees and other charges), or this Agreement, from time to time with or without notice or consent unless prior notice or consent is required by law.

If we provide you with notice or if we are required by law to provide you with prior notice, we will do so in accordance with the "Communicating with You" section of this Agreement.

You will be considered to accept any changes made to this Agreement or the terms of your education line of credit, if you continue to use the education line of credit, or if there are any outstanding unpaid amounts under the education line of credit after the effective date of the change.

Changes to any terms of your education line of credit will apply to all amounts owing on or arising under your education line of credit. Amendments to your education line of credit may result in changes to your education line of credit insurance coverage, if you have purchased such insurance. You should refer to your Certificate of Insurance for further details or call the Creditor Insurance Helpline at 1 800 465-6020.

#### 51. Suspending, Freezing, Blocking or Terminating Use of your Education Line of Credit

CIBC may suspend, freeze, block or terminate your right to use your education line of credit, without notice even if you are not in default of this Agreement, your payments are up-to-date, or we have never done so in the past, if:

- you are a victim of fraud or identity theft in order to prevent future losses;
- required by law;
- we have reasonable grounds to believe that you did or may commit fraud, use the education line of credit for any unlawful purpose, or cause a loss to CIBC;
- you operate the education line of credit in a manner unsatisfactory to us or contrary to our policies;
- you violate the terms of any agreement applicable to the education line of credit or any related service; or
- we choose to.

If we suspend, freeze, block or terminate your right to use your education line of credit, we may do any or all of the following:

- refuse to honour or permit any withdrawal even if it was signed or authorized before the education line of credit was suspended, frozen, blocked or terminated;
- refuse any withdrawals from your education line of credit, even if we have agreed to such withdrawals in the past;

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- exercise all our rights, including our rights under any security.

If you have not activated your education line of credit account within 90 days after we have informed you that your application has been approved, we may, without prior notice to you, cancel your education line of credit unless you have made prior arrangements with us.

If your financial circumstances or credit information changes prior to the date on which we make your education line of credit available to you, we may, without prior notice to you, cancel your education line of credit.

## **52. Ending This Agreement**

We may end this Agreement by telling you in writing.

If you wish to end this Agreement, the Agreement will only end when all of the following have occurred:

- you pay off all debt (whether or not such amounts are due);
- neither we nor you have any obligations to the other under this Agreement; and
- we confirm to you that this Agreement is terminated.

## **53. Survival**

Any provision of this Agreement relating to your responsibilities and liabilities or our rights and liabilities will survive the termination of this Agreement.

## **54. Assignment**

You may not transfer or assign this Agreement to any other person without our prior written consent.

We may, without notice to you and without your consent, sell, transfer, pledge or assign all or any part of this Agreement, our security, our rights and obligations under this Agreement, or your debt (including, without limitation, separately assigning your education line of credit) or any interest in any of the foregoing, to an affiliate or a subsidiary of CIBC or to any third party. We may disclose your personal information to such affiliate or subsidiary of CIBC or third party, and to their agents, representatives and assignees, and you consent to such disclosure as provided in CIBC's privacy policy.

Upon such a sale, transfer or assignment, the purchaser, transferee or assignee will be entitled to enforce all of CIBC's rights in respect of this Agreement, our security, and/or all or the relevant part of your debt and any debts, accounts, claims or other amounts owing under the debt or under the education line of credit and to re-sell, re-assign, pledge or re-transfer this Agreement, our security and all or part of the debt.

We may subcontract any of our obligations under this Agreement to an affiliate or a subsidiary of CIBC or to any third party at any time, without notice to you and without your consent, but we will remain liable for the obligation, except to the extent this Agreement provides otherwise.

We will also be entitled at any time to repurchase this Agreement, our security and all or any part of the debt, whether or not you are in default.

## **55. Contacting CIBC**

If you need to reach us for any reason, we want to hear from you, contact us toll free at 1 800 465-CIBC (2422) in Canada.

## **56. Our Process for Resolving Your Complaints**

As a CIBC client, you should expect nothing less than the best possible service every time you deal with us. If you have a concern, we encourage you to follow the complaint procedure outline below.

You can speak with us at any branch or by calling CIBC Telephone Banking at 1 800 465-CIBC (2422). If the problem is not resolved to your satisfaction you can contact the CIBC Client Care Centre at 1 800 465-2255 or [client.care@cibc.com](mailto:client.care@cibc.com). If you remain unsatisfied, you can contact the CIBC Ombudsman at 1 800 308-6859 or [ombudsman@cibc.com](mailto:ombudsman@cibc.com). You may also contact us in writing. The CIBC complaint handling process is described in full at [www.cibc.com](http://www.cibc.com) and in the "Our Service Commitment to You" brochure available at any CIBC branch.

In addition there are external agencies that monitor Canada's financial industry. You can contact the Ombudsman for Banking Services and Investments whose purpose is to review your complaint if you do not accept the decision of the CIBC Ombudsman. If you have a regulatory complaint or a complaint concerning a voluntary code of conduct or public commitment, you can contact the Financial Consumer Agency of Canada at: 427 Laurier Avenue West, 6th Floor, Ottawa, Ontario K1R 1B9; [www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca); or 1 866 461-3222.

## **57. Interpretation**

This Agreement should be read with all changes of number and gender that the context requires. When used in this Agreement, the term "including" means "including, but not limited to." Headings and sections are for convenience only and do not affect the interpretation of the rest of the Agreement.

## **58. Language (For Quebec Only)**

You have expressly requested that this Agreement and any related documents, including notices, be drawn up in English. Vous avez expressément exigé que cette Entente et tout document, y compris tout avis, qui s'y rattache, soient rédigés en anglais.

## Part V – Definitions

In this Agreement:

- “ABM” means an automated banking machine.
- “Account” means the account specified by you in your CIBC Personal Line of Credit Borrowing Application.
- “Agreement” means this CIBC Education Line of Credit/Professional Edge Student Personal Line of Credit: Terms and Conditions, as may be amended, replaced, supplemented, or renewed from time to time, the provisions of the CIBC Personal Line of Credit Borrowing Application, the Statement of Disclosure, the CIBC Professional Edge Student Line of Credit – Additional Terms, if applicable, and other agreements, notices or documents forming part of, or that relate to the education line of credit.
- “Borrower” means the borrower to whom the education line of credit is granted.
- “CIBC”, “We”, “Our” and “Us” means Canadian Imperial Bank of Commerce and its subsidiaries.
- “Collateral” has the meaning given to that term in section 18.
- “Current Due Amount” means the minimum payment for your line of credit as set out in the CIBC Personal Line of Credit Borrowing Application that you will make each month, on or before the payment due date.
- “Debt” means the total amount that you owe us under this Agreement including:
  - all principal, interest, fees, insurance premiums, charges, and other amounts owing on your education line of credit under this Agreement; and
  - all other amounts, fees and charges owing under this Agreement.
- “Dispute” means any unresolved disagreement you have with CIBC arising out of or connected to this Agreement, CIBC advertising or Promotions, any transaction, your debit card or credit card, your use of CIBC’s premises and any means you may use to access your debit card or credit card. A dispute includes any disagreement over the meaning or enforceability of any provision in this Agreement, contract or tort claims, and any statutory, common law or equitable claims. A dispute does not include any claim or action by CIBC to obtain payment from you of any amount owed to CIBC or any counterclaim or action taken by you in that proceeding.
- “Education Line of Credit” means the education line of credit you have been approved for and granted and includes the CIBC Professional Edge Student Line of Credit.
- “Estate Representative” means the person or persons who has or have demonstrated your death and that such person or persons is or are the legal personal representative of your estate, with evidence satisfactory to us (which may include letters probate or other court documentation).
- “Guarantor” means each person who agrees to guarantee the obligations of the borrower under this Agreement, who signed the CIBC Personal Borrowing Application as guarantor, or who has subsequently signed a guarantee incorporating this Agreement.
- insurance premiums includes all applicable taxes.
- “Minimum Payment Due” means the total of your current due amount on your line of credit.
- “Our Mortgage/Charge” means the mortgage/charge that you grant to us to secure the debt and all other existing and future amounts you owe us from time to time under this Agreement or any other existing or future agreements. The mortgage/charge may be registered or unregistered, and includes a mortgage, charge, pledge or security interest, and includes the concept of a hypothec as used in the Province of Quebec. If our mortgage/charge is over real property, depending on the province or territory where the charged property is located, our mortgage/charge may include Standard Charge Terms or Standard Mortgage Terms, which you will receive before you sign our mortgage/charge.
- “Overlimit Due Amount” means the amount by which your credit limit is exceeded.
- “Past Due Amount” means any previous current due amount remaining unpaid on your education line of credit.
- “Payment Due Date” means the date each month designated on your monthly statement as the date upon which a payment is due.
- “Prime Rate” or “Prime” means the variable annual interest rate that CIBC declares from time to time as its prime rate for Canadian dollar loans made by CIBC in Canada.
- “Proceeds” means any money or property derived from dealing with the collateral including proceeds of sale and insurance proceeds.
- “Statement Date” means the date on which the monthly statement for your education line of credit. is produced.
- “Statement of Disclosure” means the education line of credit. Statement of Disclosure we provide to you, as amended from time to time.
- “You”, “Your” and “Yours” means the borrower to whom the education line of credit is granted and includes the guarantors.
- “Web Site” means any website operated by CIBC or a CIBC affiliate through which you sign on to online banking.

## Privacy Disclosure

Doing business with a financial institution involves providing information about yourself. How CIBC collects, uses and shares your personal information is explained in our privacy policy "Your Privacy is Protected". By providing us with your personal information you are consenting to this privacy policy which is available at any branch or office of CIBC, or on our Web site: [www.cibc.com](http://www.cibc.com).

Our privacy policy is in addition to our Online Privacy Statement (available at [www.cibc.com](http://www.cibc.com)) and the terms of your agreements with us. For your convenience, the following are some highlights of our privacy policy.

### What is personal information?

- Personal information means any information about an identifiable individual.
- It can be in any form including paper, electronic, video or voice recording.

### What personal information does CIBC collect?

- We usually collect the following types of information: contact, identity, financial, transactional, and other information that helps us to understand more about you.
- Much of the information comes from you but we may also collect information from third parties such as credit bureaus, public records, or government agencies and registries.
- We may monitor or record our conversations with you (e.g. telephone calls) and use surveillance, including videotaping, around our branches and ABMs.

### How does CIBC use and share personal information?

- We use and share your personal information to provide you with our products or services, to communicate with you, to offer you additional products or services including targeted promotions, and to manage our business including our credit and other risks.
- Specifically, we may also use and share information within the CIBC Group\* and with other parties in order to protect you and us from error, to prevent and detect criminal activity, and to meet our legal and regulatory obligations.
- Depending on your products or services with us, we may share information with our program partners or with your joint account holders.

### How does CIBC protect personal information?

- We take appropriate steps to protect your personal information from unauthorized use, loss, or theft and we audit our security procedures and assess that they remain effective and appropriate.
- Employees who have access to your information are made aware of the importance of keeping it confidential.

### What are my privacy choices?

- You may request that we do not use your SIN for credit bureau matching purposes.
- You may withdraw your consent to receive marketing offers for products and services.
- Upon request and subject to certain exceptions, we will provide you with access to your personal information so you can ensure it is accurate and complete.

### Questions?

Please follow this procedure:

- First – call 1 800 465-CIBC (2422).
- Problem not resolved? Call the CIBC Client Care Centre toll-free at 1 800 465-CALL (2255). Fax: 1 877 861-7801.
  - If further discussion is required, contact CIBC's Ombudsman at 1 800 308-6859.
  - In the Toronto area, call 416 861-3313. Fax number is 1 800 308-6861 or in the Toronto area 416 980-3754.
- Should you not be able to accept the conclusion of CIBC's Ombudsman, you can ask how your complaint can be further escalated.

These highlights are for informational purposes only. For full details about how the CIBC Group collects, uses or shares personal information, see our privacy policy, *Your Privacy is Protected*, which is available at any CIBC branch or office of CIBC, or at [www.cibc.com](http://www.cibc.com).

<sup>®</sup>Professional Edge is a registered trademark of CIBC.

\* The CIBC Group includes CIBC and its Canadian affiliates that offer deposits, loans, mutual funds, securities trading, portfolio management, investment counseling, mortgages, credit cards, trust services, insurance and other products and services.

