



Banking that fits your life.

## For more information

**talk** to a CIBC advisor  
**visit** your nearest Banking Centre  
**visit** [cibc.com](http://cibc.com)  
**call** 1 800 465-CIBC (2422)



### To Report a Lost, Stolen or Misused Debit Card:

In Canada and U.S.	<b>1 800 465-CIBC (2422)</b>
Elsewhere	<b>1 902 420-CIBC (2422)</b>

For CIBC Advantage Debit Card holders requiring emergency card assistance, you may also call **410 581-9994** when travelling outside Canada.



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## Debit Card

# Convenience and security for your everyday banking



Banking that fits your life.



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## Three key things you need to know

### 1) Activate your new debit card right away

Your existing debit card (if you have one) will soon be deactivated.

#### If you received your new card in branch:

Activate your card at a CIBC bank machine before you leave the branch.

- **New cards:** Insert card and select “PIN Options”, then “Select ABM PIN” and follow the prompts
- **Replacement cards:** Insert card and select “Other Services/ Change PIN”, then select “Change PIN Options” at the bottom left corner of the screen and follow the prompts. If you have a CIBC Advantage Debit Card, the contactless payment feature (*Interac Flash*®) will be activated when you do your first PIN transaction in person at a merchant (Point of Sale) terminal


#### If you received your card in the mail:

Activate your card by using it along with your PIN at any CIBC bank machine or retail location.

### 2) Changes to your purchase experience

As retailers make the transition to chip technology and contactless payments, the way you use your debit card to make purchases may vary. Insert, swipe or tap and hold your card as required by the merchant with whom you are making the transaction.

#### If you have a CIBC Advantage Debit Card:

- **When shopping at stores in Canada:**
  - Use your card at any retailer who accepts *Interac*® and insert your card and enter your PIN to authorize the transaction
  - If the merchant terminal has an *Interac Flash* logo and/or this symbol  you can tap and hold your card to complete the purchase
- **When shopping at stores outside Canada:**
  - Use your card at any retailer who accepts **Visa**® and sign and/ or enter your PIN to authorize the transaction

### 3) Protect your debit card and PIN

It is important to safeguard your card, your card details (such as your card number) and your PIN at all times. Never lend your card or disclose your PIN to anyone and monitor account activity. Treat your card as though it were cash and give your card details only when you initiate a purchase with a trusted retailer. The CIBC Advantage Debit Card can be used to make purchases either with or without a PIN or the card being present.

# CIBC Advantage Debit Card at a glance

With the **CIBC Advantage Debit Card**, you can enjoy 24/7 access to your account(s) for banking and worldwide shopping. Withdraw funds, transfer funds between accounts, pay bills, make debit purchases around the world and much more.

## Enjoy the benefits of your CIBC Advantage Debit Card



CIBC Advantage Debit Card

### Worldwide purchase acceptance:

In Canada:

- At stores that accept *Interac* Debit – tell the cashier that you are paying by **Interac Debit**
- At stores that accept *Interac* Flash – for smaller everyday purchases, tell the cashier you are paying by **Interac Flash**.
- At stores that accept mobile payments - add your debit card to eligible mobile wallets to make purchases wherever contactless payments are accepted

U.S. and Internationally:

- At stores that accept Visa cards

Online, by phone or by mail:

- At most U.S. and international retailers that accept Visa cards
- At participating Canadian retailers that accept Visa Debit
- Visa Checkout enabled



### Unlimited access:

- 24/7 CIBC Online Banking® and CIBC Mobile Banking®
- CIBC Telephone Banking
- CIBC bank machines
- Canadian and global access through the *Interac* and Plus\* networks
- CIBC Branches – many with extended evening and weekend hours



### Security and protection:

- Chip Security
- Fraud Protection
- Security and protection features for purchases made through the Visa network



For more details, see page 8.

## Worldwide purchase acceptance

You can use your CIBC Advantage Debit Card to pay for purchases directly from your account(s) anytime, anywhere.

### Worldwide

If you are a CIBC Advantage Debit Card holder, you can use your card to shop around the world:

- In Canada, at stores that accept *Interac* Debit and/or *Interac* Flash
- Internationally, at stores that accept Visa cards<sup>1</sup>
- Online, over the phone or by mail at:
  - most U.S. and international retailers that accept Visa cards<sup>1</sup>
  - participating Canadian retailers that accept Visa Debit

**Note:** The CIBC Advantage Debit Card has a Visa logo with the word Debit on it, but it is not a credit card. It is a debit card that allows you to make debit purchases directly from your account using *Interac* Debit and/or *Interac* Flash at stores in Canada and the global Visa network for shopping at stores outside Canada as well as online, by phone and by mail.

As retailers make the transition to chip technology and contactless payments, the way you use your debit card to make purchases may vary. Follow these simple steps:

### *Interac* Flash

1. **Tap and hold:** For smaller everyday purchases, you can look for merchant terminals with the *Interac* Flash logo.

When you tap and hold your card in front of the reader:

- The purchase amount is automatically debited from your chequing account (or the account in the chequing position)
- If no account is present in the chequing position on the card, the transaction will be debited from the account in the savings position instead
- Once the transaction is complete, you can ask the merchant for a receipt
- If no account is present in either the chequing or savings position on the card, the transaction will be declined

Please see page 13 for more information on *Interac* Flash.

## *Interac* Debit and Visa Debit

1. **Insert or swipe:** Where the retailer's terminal is chip-enabled, insert your debit card into the terminal, chip end first, and leave it there for the duration of the transaction. Otherwise you will need to swipe your card.
2. **If prompted, select account type:** You may be asked to choose "chequing" or "savings".
3. **If prompted, PIN/sign:** In Canada, you will be asked to enter your PIN to authorize the transaction. Outside Canada, you may be asked either to enter your PIN or to provide your signature to authorize the transaction.

In some cases, you may be asked to choose either "Chequing" or "Savings". In other cases, the merchant terminal may automatically select the account in the chequing position or, if you do not have an account in the chequing position, the account in the savings position will be used. If you do not have an account in chequing or savings, the "Other" position may be used. You are 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 any transactions.

## Shopping online, by phone or by mail with your CIBC Advantage Debit Card

With the CIBC Advantage Debit Card, you can enjoy the convenience of shopping online, by phone or by mail with trusted participating retailers:

1. **Choose Visa** as the card type.
2. **Provide your card number and expiry date** located on the front of your CIBC Advantage Debit Card.
3. As an additional security measure, some online retailers may require the three-digit Security Code on the back of your card.

**Important:** The three-digit Security Code is NOT your PIN. Never disclose your PIN to anyone.

4. At times, you may be asked for the cardholder name as shown on the front of the card.



Three-digit Security Code

**Tip:** If your card does not have a name on the front, use your legal first and last names.

5. **Provide your billing address** and other information as required.

6. **Obtain payment confirmation.**

**Important:** 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. You are, in effect, making an advance payment for a service to be used in the future, so the funds may be debited from your account at the time you make the reservation.

In some cases, the merchant may process a separate pre-authorized transaction (which may exceed the amount of your original purchase) to ensure you have sufficient funds in your account. The total amount of the purchase is processed at the time of your order and refunds of the pre-authorized transaction amount will occur later when the item is delivered to/received by you.

## Unlimited access

The CIBC Advantage Debit Card provides you with convenient 24/7 access to your account(s).

You can access your account(s) through CIBC Online Banking, CIBC Mobile Banking, CIBC Telephone Banking or at more than 1,100 branches – many of which offer evening and weekend hours. You can also access your account(s) at any CIBC bank machine or thousands of other non-CIBC bank machines<sup>2,3</sup> globally through the *Interac* and Plus networks.

## CIBC Online Banking

To register:

- Call **1 888 872-CIBC (2422)** to obtain a temporary password
- Go to **cibc.com** and select “Register”
- Enter your card number and expiry date, and hit the “Continue” button
- Follow the easy registration steps

You can also view the CIBC Online Banking demo at [cibc.com/ca/how-to-bank/online-banking.html](http://cibc.com/ca/how-to-bank/online-banking.html)

## CIBC Mobile Banking

To use:

- Simply follow the above steps to register for CIBC Online Banking. This will give you automatic access to CIBC Mobile Banking

- Once you have registered, you can access CIBC Mobile Banking with your debit card number and online banking password on your smartphone or tablet when you download our FREE<sup>†</sup> award-winning banking app.

<sup>†</sup>Data charges from your mobile service provider may apply.

## CIBC Telephone Banking

To use:

- Call **1 800 465-CIBC (2422)**
- Enter your CIBC Debit Card number
- Select a password with the help of a Financial Service Representative

## Bank machines

As a CIBC client, you have access to one of Canada's largest networks. In Canada, you can use any machine displaying the *Interac* logo. When travelling abroad, look for the Plus logo<sup>3</sup>.

## CIBC Branch

Visit your nearest CIBC branch during business hours and we can help you take care of your banking needs in person.

## Security and protection

Your CIBC Advantage Debit Card provides you with advanced security and protection features.



**Chip Security:** Chip technology enhances an already secure magnetic stripe payment system and is recognized around the world as a standard of safety and security.

**Fraud Protection:** You will not be held responsible for fraudulent purchases as long as you meet your obligations. To protect yourself, always safeguard your debit card, your card details (such as your card number) and your PIN from misuse, damage or destruction. Never lend your card to anyone. Keep your PIN confidential and always monitor your account activity.

Should you notice suspicious activity on your account, discover your card to be lost, stolen or misused, or suspect that someone knows your PIN or card details, contact us immediately at **1 800 465-CIBC (2422)**. For more information, refer to your *CIBC Cardholder Banking Service Agreement* on page 14 of this brochure.

**CIBC Active Fraud Monitoring** can help protect your money by detecting possible fraudulent transactions. You can also use your CIBC Advantage Debit Card to make purchases in person, online, by phone or by mail with or without a PIN or the card being present. Regardless of how you make a purchase, you will benefit from

the same fraud liability protection you receive when your card is present, provided you comply with your obligations in your *CIBC Cardholder Banking Service Agreement* on page 14 of this brochure. You must always safeguard your card and your card details (such as your card number) and keep your PIN confidential.

## Security and protection features with the CIBC Advantage Debit Card

The following features apply to CIBC Advantage Debit Card transactions made through the Visa network:

- **Visa's Zero Liability Policy:** Should someone steal your card, your card number or other card details, you will not be held responsible for fraudulent purchases, subject to the terms of the *CIBC Cardholder Banking Service Agreement*<sup>4</sup>
- **Verified by Visa:** This free global authentication service makes shopping online at participating retailers more secure by providing an additional layer of protection

Plus, if you have used your CIBC Advantage Debit Card to make purchases through the Visa network and have an unresolved dispute with a retailer, for example non-receipt of goods or services, CIBC may be able to work with Visa to request a refund for you<sup>5</sup>.

### To report a lost, stolen or misused debit card:

In Canada and U.S.	<b>1 800 465-CIBC (2422)</b>
Elsewhere	<b>1 902 420-CIBC (2422)</b>

For CIBC Advantage Debit Card holders requiring emergency card assistance, you may also call **410 581-9994** when travelling outside Canada.

## CIBC Convenience Card (no longer offered)

The CIBC Convenience Card is a debit card for clients who do not want the added benefit of worldwide purchase acceptance (including online, by phone, by mail) and the contactless debit feature *Interac Flash*, which the CIBC Advantage Debit Card offers. The CIBC Convenience Card still offers 24/7 access to your account(s)<sup>2</sup> for all your banking needs, provides the ability to shop at stores in Canada with *Interac Debit*, and offers the security of chip technology, fraud protection and active fraud monitoring.

Replacement CIBC Advantage Debit Cards will be issued on expiry to existing CIBC Convenience Card holders.

## Purchase acceptance

In Canada, make purchases at stores that accept *Interac Debit*.

1. **Insert:** Where the retailer's terminal is chip-enabled, insert your debit card into the terminal, chip end first, and leave it there for the duration of the transaction.
2. **If prompted, select account type:** You may be asked to choose "Chequing" or "Savings".
3. **PIN:** Enter your PIN to authorize the transaction.

## Banking access

The CIBC Convenience Card provides you with the convenience of 24/7 Online, Mobile and Telephone Banking, plus extended evening and weekend hours and over 1,100 branches to choose from. You can also access your account(s) at any CIBC bank machine or other non-CIBC bank machines<sup>2,3</sup> globally through the *Interac* and *Plus* networks.

## Security

**Chip Security:** Chip technology enhances an already secure magnetic stripe payment system and is recognized around the world as a standard of safety and security.

**Fraud Protection:** You will not be held responsible for fraudulent purchases as long as you meet your obligations. To protect yourself, always safeguard your debit card, your card details (such as your card number) and your PIN from misuse, damage or destruction. Never lend your card to anyone. Keep your PIN confidential and always monitor your account activity.

Should you notice suspicious activity on your account, discover your card to be lost, stolen or misused, or suspect that someone knows your PIN or card details, contact us immediately at **1 800 465-CIBC (2422)**. For more information, refer to your *CIBC Cardholder Banking Service Agreement* on page 14 of this brochure.

**CIBC Active Fraud Monitoring** can help protect your money by detecting possible fraudulent transactions.

## Frequently asked questions

### 1. How can I protect myself against fraudulent transactions?

To protect yourself, you must monitor your account(s) for unauthorized use and comply with your obligations in your *CIBC Cardholder Banking Service Agreement*. It is important to safeguard your card, your card details (such as your card number), and your PIN at all times from misuse, damage or destruction. Never lend your card or disclose your PIN to anyone.

The CIBC Advantage Debit Card can be used to make purchases either with or without a PIN or the card being present, so treat your card as though it were cash and only give your card details when you initiate a purchase with a trusted retailer.

Should you notice suspicious activity on your account, discover your card to be lost, stolen or misused, or suspect that someone knows your PIN or card details, contact us immediately at **1 800 465-CIBC (2422)**.

#### **2. My debit card has an expiry date. What happens when my card expires?**

Before your CIBC Debit Card expires, a replacement card will be sent to you provided you activated your card at least 3 months prior to the expiry date and your account(s) is (are) open and in good standing. If you have a CIBC Advantage Debit Card and have used it to set up any pre-authorized payments, it will be important to contact those companies with whom you have pre-authorized transaction arrangements to notify them of the change to your card details.

If you have not activated your card prior to the expiry date, a replacement card will not be sent to you. Expired debit cards cannot be used to conduct POS or ATM transactions. To request a replacement card with a new expiry date, visit any CIBC Banking Centre or call CIBC Telephone Banking.

#### **3. The CIBC Advantage Debit Card has a Visa logo on it. Does this mean it is a Visa Credit Card?**

No. The CIBC Advantage Debit Card is a debit card, not a credit card. This debit card has a Visa logo and the word Debit on the front because the card provides you with extended access to your account(s) to shop outside Canada, online, by phone or by mail through the Visa network. At stores, in Canada, you can continue to shop through the *Interac* network. Whether you are shopping worldwide or in Canada, funds will be withdrawn directly from your account.

#### **4. What is the benefit of having access to the Visa network?**

Access to the Visa network gives you the ability to make debit purchases online, by phone, by mail and at retail locations in the U.S. and internationally. The purchase amounts will automatically be withdrawn from your account at the time of the purchase.

#### **5. What if a retailer doesn't accept my card because it doesn't have my name embossed on it?**

If a retailer doesn't accept your CIBC Advantage Debit Card because your name is not embossed on the front of the card, please call CIBC Telephone Banking at **1 800 465-CIBC (2422)** or visit your nearest branch to request a card with your name on it.

### **6. How will my shopping experience change with the CIBC Advantage Debit Card?**

#### **Shopping at retail locations in Canada**

##### **Shopping with *Interac* Debit**

Your shopping experience remains the same.

##### **Shopping with *Interac* Flash**

If your CIBC Advantage Debit Card is enabled with *Interac* Flash, you have the ability to pay for smaller everyday purchases, quickly and securely. You can look for the *Interac* Flash logo and tap and hold your card in front of the reader. You have an *Interac* Flash spending limit of \$100 per transaction. This limit is subject to change at any time. If you have exceeded your *Interac* Flash spending limit, or if you have made more than \$200 in consecutive *Interac* Flash purchases, the merchant terminal will prompt you to insert the card and enter a PIN.

#### **Shopping online, by phone or by mail**

You can use your CIBC Advantage Debit Card without your PIN to shop online, by phone or by mail. When selecting the method of payment, choose Visa as the card type. In addition to your card number and expiry date, you may be required to provide the three-digit Security Code on the back of your card to complete your purchase. As well, you may be asked for the cardholder name as shown on the front of your card.

#### **7. What if my card doesn't have my name on it?**

If you have a CIBC Advantage Debit Card and you make purchases online, by phone or by mail, you may be asked for the cardholder name. If your card does not have your name on the front, then use your legal first and last names. If you frequently make purchases this way and would prefer to have a card with your name on it, please call CIBC Telephone Banking at **1 800 465-CIBC (2422)** or visit your nearest branch to request a card with your name on it.

#### **8. What if I try to use my CIBC Advantage Debit Card to make a purchase online, by phone or by mail and the retailer does not accept the card?**

The CIBC Advantage Debit Card is accepted online, by phone or by mail at:

- Most U.S. and international retailers that accept Visa cards
- Participating Canadian retailers that accept Visa Debit. If the transaction is declined, it may be because the retailer is not yet accepting Visa Debit.



9. How will my CIBC Advantage Debit Card work outside Canada?

The CIBC Advantage Debit Card is a debit card that you can use around the world to make purchases directly from your account(s). Even though your card is a "debit" card, some payment terminals require merchants to press "credit" or "Visa" to process Visa Debit transactions through the global Visa payment network. In such cases, either you or the merchant may need to select (press) the "credit" or "Visa" button on the terminal pad. Note, the transaction will still be processed like a regular debit transaction and the payment will be debited from your account.

10. Can I use my CIBC Advantage Debit Card to make a reservation for things like a hotel stay or a car rental?

Yes, you may use your CIBC Advantage Debit Card to reserve things like hotels, cars or cruises, although some merchants may advise you to use a credit card to make the reservation instead. This is because the amount you pay to book the reservation upfront or at check-in (i.e., a deposit) may be different from the final purchase amount at the end of your hotel stay or when you return a car. So, you may wish to make the reservation with a credit card until you know what the final payment amount will be, at which time you may use your CIBC Advantage Debit Card to pay for the transaction directly from your account. If you do choose to book the reservation in advance with your CIBC Advantage Debit Card (or provide your card at check-in), please note that the funds will be debited from your bank account at that time and that a transaction fee applicable to your account may apply. If the amount you were charged when making the reservation was more than the final payment due, the merchant should refund the difference. If however, the amount you were charged when making the reservation was less than the final payment due, you will be required to pay the difference.

11. Are there any fees associated with using my card?

There are no annual fees for CIBC Debit Cards. Depending on your account type, transaction fees may apply. Account fees apply when you use your CIBC Debit Card for transactions such as withdrawals at non-CIBC bank machines. Also, for CIBC Advantage Debit Card transactions, account fees apply for purchases outside Canada. An administration fee will apply to transactions made in U.S. or other foreign currency. For details of debit card usage fees, see "Account fees applicable to using your debit card" on page 13.

12. Can I put a stop payment on a pre-authorized debit/recurring payment set up with my CIBC Advantage Debit Card details?

No, you need to contact the merchant/biller/payee directly to instruct them to discontinue applying charges to your account(s) through your CIBC Advantage Debit Card. If you are unsuccessful in resolving the issue, CIBC may be able to work with Visa to request a refund for you.

13. I just received my CIBC Advantage Debit Card – how do I activate Interac Flash on my card?

Interac Flash will be available for use after you activate the feature by performing a PIN transaction in person at a merchant terminal. When the Interac Flash feature is enabled, any replacement CIBC Advantage Debit Card will also have the Interac Flash feature enabled, including the replacement card mailed to you when your current card expires. If you ask to have Interac Flash disabled, any replacement CIBC Advantage Debit Card issued will also have the Interac Flash feature disabled, including the replacement card mailed to you when your current card expires.

14. Can I remove the Interac Flash feature from my CIBC Advantage Debit Card?

The Interac Flash functionality is turned 'ON' by default once you perform a PIN transaction at a merchant terminal with your new card. If you want the functionality turned 'OFF', please call CIBC Telephone Banking at 1 800 465-CIBC (2422) or visit your nearest branch.

Account fees applicable to using your debit card

When you use your CIBC Debit Card for withdrawals and debit purchases, the following fees will apply in addition to the transaction fee (if any) for your type of account:

Withdrawals made at non-CIBC bank machines	
• In Canada (Interac network)	\$1.50 each <sup>6</sup>
• In U.S. (Plus and Visa networks <sup>6</sup> )	\$3.00 each <sup>6</sup> plus 2.5% administration fee <sup>7</sup>
• Outside of Canada and U.S. (Plus and Visa networks <sup>6</sup> )	\$5.00 each <sup>6</sup> plus 2.5% administration fee <sup>7</sup>
Debit purchases (and returns/credits) made with merchants, and withdrawals made at financial institutions outside Canada with a CIBC Advantage Debit Card	
• In U.S. or other foreign currency	Additional 2.5% administration fee <sup>7</sup>
An additional surcharge may be applied at some non-CIBC bank machines and will be added directly to the amount of your withdrawal.	

Other fees apply to the operation of your account(s) and are described in the Personal Account Service Fees brochure (available at any CIBC branch, by calling 1 800 465-CIBC (2422), or by visiting [cibc.com](http://cibc.com)).

<sup>6</sup> May include other networks we make available for use outside Canada.



# CIBC Cardholder Banking Service Agreement

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

## 1. Application

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

## 2. Your responsibilities

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

You must change your PIN(s) immediately if you suspect someone else may know your PIN(s).

- (f) **Personal Account Agreement:** Your Personal Account Agreement explains your obligation to check your Account activity and tell CIBC about any errors or disputes within the timeframes described.

## 3. Liability for losses

- (a) **Liability:** You are responsible for all losses resulting from:
  - i) Transactions that you authorize;
  - ii) entry errors you make when using a Cardholder Banking Service;
  - iii) fraudulent or worthless deposits to your Account;
  - iv) unauthorized use of your Debit Card or Debit Card Details if you contributed to that unauthorized use and/or do not cooperate with us in any investigation; and
  - v) failing to remove your Debit Card or Credit Card from a Bank Machine during a deposit Transaction. The Transaction may be canceled and any deposits (including cash) may be ejected by the Bank Machine without credit to your Account.
- (b) **Contributing to Unauthorized Use:** Contributing to unauthorized use includes your failure to comply with any of your Responsibilities set out in paragraph 2 of this Agreement or if you fail to remove your Debit Card, Credit Card or money from a Bank Machine or Point of Sale Transaction terminal. We will not hold you liable for amounts withdrawn from your Account in excess of the daily Transaction limits.
- (c) **Circumstances Beyond Your Control:** You are not responsible for Losses due to circumstances beyond your control if there was nothing that you reasonably could have done to have prevented the Losses. Here are examples of circumstances beyond your control:
  - i) errors caused by CIBC or technical malfunctions;
  - ii) you are the victim of fraud or theft, or are coerced by trickery, force or intimidation and you report the incident promptly and paragraph 3(a)(iv) does not apply;
  - iii) Transactions occur after you contact CIBC to report a lost/stolen or compromised Debit Card, Credit Card or Debit Card Details or your Debit Card or Credit Card has expired or is canceled by CIBC.
- (d) **Extent of Losses:** Losses under paragraph 3(a) are not limited to your Account balance if your Account has overdraft or similar protection or by your credit limit if it is a line of credit Account and Losses will include the amount of any fraudulent or worthless deposits.
- (e) **Additional Forms:** You may be required to sign or provide additional forms before we can confirm that a Transaction is unauthorized. If we later determine that you authorized a Transaction, we may reverse any provisional credit provided to you and you will be liable for the Transaction and any Losses.

## 4. Account access

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

## 5. Replacement and use of your Debit Card

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

## 6. Transactions with merchants

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

## 7. Provisions for CIBC Advantage Debit Card only

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

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

## 8. Dispute resolution with CIBC

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

## 9. Termination of service or this Agreement

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

## 10. Additional Debit Card services

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

## 11. Instructions and records

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

## 12. Foreign currency transactions

- (a) If you withdraw foreign currency from or deposit foreign currency into your Canadian dollar Account through a CIBC Bank Machine, CIBC will debit or credit your Account in Canadian funds at the exchange rate set by CIBC. If you deposit non U.S. currency into a U.S. dollar Account, CIBC will credit your Account in U.S. funds at the exchange rate set by CIBC. Exchange rates will be set by CIBC on a date determined by CIBC, which may be different from the date you made the withdrawal or deposit.

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

### 13. Service fees

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

### 14. Changes to this Agreement

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

### 15. Limitation of CIBC's liability

You understand and agree that, except as expressly provided in paragraph 3(c) above, and in addition to those limitations of liability set out elsewhere in this Agreement, CIBC will be liable to you only for direct damages resulting from gross negligence, fraud or willful misconduct of CIBC arising directly from the performance by CIBC of its obligations under this Agreement and CIBC will not be liable to you for any other direct damages. CIBC will not under any circumstances be liable to you for any other damages, including, without limitation, indirect, incidental, special, punitive or consequential losses or damages, loss of profits, loss of revenue, loss of business opportunities, inconvenience, or any other foreseeable or unforeseeable loss resulting directly or indirectly out of this Agreement or the services provided to you, including inability to access any Cardholder Banking Service, even if CIBC was advised of the possibility of damages or was negligent. These limitations apply to any act or omission of CIBC, its affiliates, agents or suppliers, whether or not the act or omission would otherwise give rise to a cause of action in contract, tort, statute or any other doctrine of law. Gross negligence in this paragraph means conduct (whether through action or inaction, or through words or silence) which is (i) a marked and flagrant departure from the conduct ordinarily expected of a reasonable and prudent person in the position of CIBC, or (ii) so wanton and reckless as to constitute an utter disregard for harmful, foreseeable and avoidable consequences. This paragraph will survive any termination of this Agreement.

### 16. Miscellaneous

- (a) **Governing Law:** This Agreement is subject to the laws of the province or territory where the Account is located and the laws of Canada.
- (b) **Severability:** If any provision of this Agreement is determined by any court of competent jurisdiction to be invalid, illegal or unenforceable, that provision will be severed from this Agreement and the remaining provisions will continue in full force and effect.
- (c) **Survival:** Any provision of this Agreement relating to your responsibilities and liabilities or our rights and liabilities will survive termination of the Agreement.
- (d) **Language:** You have expressly requested that this Agreement and any related documents be drawn up in English. Vous avez expressément exigé que cette Entente et tout document qui s'y rattache, soient rédigés en anglais.

### 17. Your privacy

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

### 18. Voluntary codes

CIBC has adopted a number of "Voluntary Codes of Conduct and Public Commitments", including the Canadian Code of Practice for Consumer Debit Card Services, which are available on [cibc.com](http://cibc.com).

### 19. Contacting CIBC

If you need to reach us for any reason, you can contact CIBC Telephone Banking 24/7 at: **1 800 465-CIBC (2422)** (Canada and U.S.) or **1 902 420-CIBC (2422)** (international). To report a lost, stolen or misused Credit Card, you can reach CIBC Credit Card Services at: **1 800 663-4575** (Canada and U.S.) or **514 861-9898** (international).

### 20. General definitions

In this Agreement, these terms have this meaning:

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

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

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

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

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

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

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

**Credit Card** means a CIBC Credit Card.

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

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

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

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

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

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

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

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

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

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

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

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

## Notes

- <sup>1</sup> If you use your CIBC Advantage Debit Card to purchase goods and/or services 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, plus an administration fee of 2.5% of the converted amount. This is in addition to any transaction fees applicable to the debit purchase. The conversion rate applied to purchase refunds and other credits may be different from the conversion rate applied to the original purchase. The administration fee will also apply to purchase refunds and credits.
- <sup>2</sup> Daily limits apply to bank machine withdrawals, Point of Sale (POS) purchases and *Interac* Flash transactions.
- <sup>3</sup> Transaction fees may apply. Additional fees apply to withdrawals at non-CIBC bank machines. If you withdraw foreign currency from non-CIBC bank machines or bank machines outside of Canada, a foreign currency conversion administration fee of 2.5% of the converted amount will also apply.
- <sup>4</sup> The Visa Zero Liability Policy does not apply to bank machine transactions.
- <sup>5</sup> Refund rights are limited to certain circumstances; prescribed requirements must be satisfied. For example, refunds may be available in cases such as non-receipt of goods, but are not available for PIN-authorized transactions or issues related to quality; 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 the goods or services.
- <sup>6</sup> In addition to transaction fee, if applicable, to the account.
- <sup>7</sup> The amount of your withdrawal, purchase, return or credit, including any surcharge imposed by a third party for using the bank machine, network or other service, is converted to Canadian dollars at the same foreign exchange conversion rate CIBC is required to pay. You are charged an administration fee of 2.5% on the converted amount in addition to any transaction fees applicable to a withdrawal and any fee noted. Conversion to Canadian dollars may occur on a date other than the date of your withdrawal, purchase, return or credit. Therefore the conversion rate may be different from the rate in effect at the time of your withdrawal, purchase, return or credit.

You can obtain a copy of this brochure at [cibc.com](http://cibc.com) or any CIBC Banking Centre.

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