



CIBC Global Money Transfer Cash Pickup

Terms and conditions

- 1. Recipient Information.** You are responsible for ensuring that all information relating to the intended recipient (the "Recipient") of the Global Money Transfer ("**GMT**") is correct. Neither CIBC nor any Intermediary is responsible to verify the accuracy of any information you provide, and CIBC and MoneyGram may rely solely on the Recipient identification details you provide to complete the GMT. "**Intermediary**" means any person receiving or handling funds for CIBC or the Recipient including but not limited to other financial institutions, MoneyGram, payment networks and their respective agents and service providers.
- 2. Pickup Process.** You will be provided with a MoneyGram reference number by CIBC after your GMT request is submitted. You are responsible for providing the reference number to the Recipient and pickup will not be permitted unless the Recipient provides the reference number and required personal identification. Pickup can be made at any MoneyGram location in the Recipient's country of residence.
- 3. Fees.** Our fee is non-refundable.
- 4. Timing of Receipt.** We make no representations or warranties on the timing of delivery of the GMT to the Recipient.
- 5. No Interest.** No interest will be paid on funds in transit.
- 6. Foreign Exchange.** If you request that the GMT be made in a currency other than that of your Account (the "**Requested Currency**"), we will convert the funds into the Requested Currency after withdrawal from your Account. The rate of exchange will be our rate, established at the time the funds are converted. We make no representations or warranties that the GMT will be received by the Recipient in the Requested Currency. You accept all risk of all fluctuation of exchange rates between the date we accept your GMT request and the date of payment to the Recipient or date of refund to you. If payment cannot be made for any reason in the Requested Currency, you authorize payment in the currency of the place of payment at CIBC's spot rate of exchange for its sale of currency of the place of payment in exchange for the Requested Currency (such exchange, a "**Local FX Conversion Transaction**"). **We derive income from the difference (the spread) between the prices we bid to buy and offer to sell foreign currency. Our spreads may differ from time to time across currencies and can widen (without prior notice) due to volatile market conditions for example. The spread is reflected in the price we quote for the Requested Currency of the GMT you request. The price of any Local FX Conversion Transaction will also include a spread charged by CIBC.**
- 7. Incomplete, Cancelled or Unclaimed GMTs.** If the GMT cannot be completed, or is declined or unclaimed by the Recipient within 15 days of your receipt of the MoneyGram reference number, we will cancel the GMT and refund the funds to you. If you request cancellation of the GMT before pickup we will attempt to cancel the GMT and refund the funds to you. In all cases, we will convert the funds into Canadian dollars at the same exchange rate that was applied to send the GMT. No cancellation or refund is possible after pickup. We shall not be liable to refund you any amount which was not refunded to us.
- 8. Intermediaries.** We may engage Intermediaries selected in our complete discretion to make the transfer. We shall not be liable to you for any such selection made by CIBC or another Intermediary.
- 9. Settlement Rules and Applicable Laws.** You agree that your request for the GMT and our ability to complete it will be subject to Settlement Rules and Applicable Laws and that CIBC and/or any Intermediaries may take any steps they consider necessary to comply with the Settlement Rules or Applicable Laws. "**Applicable Laws**" means laws, regulations, orders, guidelines or directives of foreign or domestic governmental authorities or regulatory bodies that apply to CIBC or the Intermediaries, whether or not these have the force of law. "**Settlement Rules**" means the rules, procedures, internal policies, standards or bylaws used by Intermediaries or CIBC, or to which Intermediaries or CIBC may be subject.

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10. **Consent to Collection, Use and/or Disclosure.** The collection, use and disclosure of personal information about you and the Recipient in connection with the GMT will be governed by CIBC's privacy policy available at www.cibc.com. Additionally, to comply with the Settlement Rules or Applicable Laws or to otherwise complete the GMT, CIBC or an Intermediary may disclose any information about you and the Recipient to an Intermediary or to a foreign or domestic government authority or regulatory body. Information disclosed to MoneyGram will be governed by MoneyGram's online privacy policy. On behalf of you and the Recipient, you i) consent to such collection, use and disclosure, and ii) acknowledge that the confidential information may be accessed by foreign or domestic authorities or regulatory bodies as a result. You confirm that you have the authority to make such consent and acknowledgements on behalf of the Recipient.
11. **Cancelling / Suspending the Service.** We may suspend or cancel your ability to use the GMT service (the "Service") or decline to complete the GMT for any reason without notifying you in advance.
12. **Changes / Termination.** We may change any of the terms of this Agreement, fees, and/or Service features or terminate this Agreement for any reason at any time with or without prior notice.
13. **CIBC's Liability.** You understand and agree that, except as otherwise provided in this Agreement, and in addition to those limitations on CIBC's liability set out elsewhere in this Agreement, we are liable to you only for direct damages resulting from our gross negligence, fraud or willful misconduct arising directly from our performance of our obligations under this Agreement; we will not be liable to you for any other direct damages. In addition, we 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, or any other foreseeable or unforeseeable loss resulting directly or indirectly out of this Agreement or the Service provided to you, even if we were advised of the possibility of damages or were 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.
14. **Governing Law.** This Agreement will be governed by and interpreted in accordance with Canadian law and the laws of the province or territory in which you live or, if you do not live in Canada, the applicable laws of the province of Ontario. You agree to submit to and be bound by these laws and the courts of that province or territory in the event of any disputes arising in connection with the Service or this Agreement.
15. **Waiver.** Our failure to exercise or delay in exercising any rights does not waive any default or prevent us from enforcing those rights later.
16. **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.*