



CIBC Personal Deposit Account Agreements and Disclosures

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Personal Account Agreement

This Agreement applies to the personal deposit accounts you open with us and should be read together with the Disclosure Documentation. Signing the Signature Card or opening or using your account means that you received, read, understood and agree to this Agreement.

Part I – Terms and Conditions for Your Personal Deposit Account

1. Overview:

This Agreement and the Disclosure Documentation describe the terms that apply to the personal deposit accounts you open with us.

2. Access to Your Accounts:

You can access your account in a variety of ways, including using:

- cheques;
- pre-authorized debits;
- online banking (the CIBC Electronic Access Agreement, as amended, supplemented or replaced from time to time, will apply to all transactions you perform using online banking);
- telephone banking; and
- account withdrawals (the CIBC Convenience Banking Service Agreement, as amended, supplemented or replaced from time to time, will apply to all transactions you perform using ABMs).

Access to your account and transactions may be subject to daily or other limits set by us from time to time.

3. Use of Your Accounts:

You will only use your account for personal, household or family purposes. You will not use your account:

- for any business that you own or in which you have any interest; or
- For any illegal, fraudulent or improper purposes.

You will not make any deposits into a wallet or night depository unless you have a separate wallet or night depository agreement with us.

4. Record-Keeping Options and Reviewing Transactions:

You may choose one of the following record-keeping options for your account:

- **Paperless.** You agree to use online banking, telephone banking and/or CIBC ABMs at least once every 30 days in order to examine all account entries and balances; or
- **Statement.** We will mail or otherwise send a statement to your address indicated in the branch of account's records. When you receive your statement, you agree to examine all account entries and balances in it. If a statement is returned to CIBC because it cannot be delivered, no further statements will be sent to you until such time as you provide CIBC with a current mailing address and you will be treated as if your record-keeping is paperless.

5. Notification of Errors:

If you believe that there is an error in your account entries or balances, you must tell us in writing as follows:

- **Paperless Record-keeping.** Within 60 days after the date on which the entry was, or should have been, posted to your account according to our records (that date may be different from the day indicated when you review account entries through online banking, telephone banking and/or CIBC ABMs); and
- **Statement.** Within 30 days after the date on which the statement was mailed or otherwise sent to you. Our records will be conclusive evidence of the date that we mailed or sent you your account statement.

6. Liability for Failure to Notify:

If you do not tell us in writing of errors within the time limits set out in section 5 above, then:

- we may regard:
 - all entries and balances as correct;
 - all cheques paid from the account as genuine, and authorized and signed by you; and
 - all amounts charged to your account as properly chargeable to you;
- you are not entitled to be credited with any amount that is not shown as posted in the statement, or through online banking, telephone banking and/or CIBC ABMs; and
- you release us from all claims, including claims for negligence, in connection with the account. 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:
 - the amount of the debit or charge to the account; or
 - the direct damages you suffer. We will not be liable for any indirect, special or consequential damages.

These provisions apply even if your statement is delayed or never received for any reason (e.g. because it is lost in the mail or in transmission) or, if you select paperless record-keeping, you do not use online banking, telephone banking and/or CIBC ABMs to review your account entries and balances at least once every 30 days.

We may, without notice to you, reverse or correct any debit or credit transactions which were posted in error to your account at any time.

7. Reporting Loss, Theft or Unauthorized Use and Related Liability:

You agree to keep your CIBC bank card and cheques safe at all times and to take reasonable steps to protect them. You must notify us immediately about any:

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

Subject to any other agreement you may have with us, we are not liable for any improper withdrawal from the account or other loss if you have not given us immediate notice as required by this section, or if your estate has not given us immediate notice of your death.

8. Liability for forgeries, etc.:

We will not under any circumstances be liable to you for any loss, even if you notified us within the time limits set out in section 5 above, arising from:

- a forged or unauthorized endorsement on, or any alteration of, a cheque drawn on your account (unless we negotiated the cheque); or
- a forged or unauthorized signature on a cheque, unless we conclude that you took all reasonable steps to prevent that signature and the resulting loss, and that despite those steps, the loss was unavoidable.

9. Instructions:

We may act upon any written instructions or other information relating to your account or dealings that is provided by mail or other delivery method we approve for use by you.

If you send instructions or notice to us through ordinary mail, it must be sent to the branch of account unless we agree otherwise. Instructions or other information received by mail or other delivery method will be considered to be received by us only when it is brought to the attention of the officer at the branch of account to whom it is addressed. Instructions or information not addressed to any particular person will be considered to be addressed to the manager of the branch of account.

10. Processing of Cheques and Similar Items:

A waiting period or "hold" as disclosed in our hold policy from time to time will be placed on the amount of cheques deposited or transferred to your account before you are able to withdraw the funds. We may, however, permit you to immediately access a portion of the deposited funds. We may change or cancel this privilege at any time and without notice to you.

All cheques deposited to the account are credited subject to final payment by the financial institution on which the cheque is drawn. This means that if a cheque is returned unpaid for any reason, we will charge the amount of the cheque to the account, plus fees. We may attempt to obtain payment for the cheque from the drawer of the cheque or the drawer's bank, but we will not be liable for doing so late or improperly.

Cheques deposited to your account may be returned unpaid, either during or after the expiry of the hold period, or after we release the hold.

We may charge to the account the amount of any cheque drawn on the account, as soon as it is negotiated or deposited at any CIBC branch or agency. We may pay the cheque even if it is not physically delivered to or presented at the address of the CIBC branch shown on the front of the cheque.

You waive presentment, protest and notice of dishonour on every cheque received by us in any way for discount, deposit, collection or acceptance on your account. You will be liable to us for any cheque received for your account as if it was presented, protested and given notice of dishonour in the usual way.

You will continue to be liable for cheques drawn on or deposited to the account which are outstanding and have not been cleared even after the account is closed.

11. Digital Images or Electronic Representations:

We may use digital images or electronic representations of cheques, or the relevant information from cheques, in the exchange and clearing of payments in Canada and elsewhere, in which case the original paper cheque may be destroyed and not returned to you. We are entitled to act upon a digital image or electronic representation or information for all purposes as if it were the original paper cheque. You acknowledge that CIBC and other financial institutions may reject any cheque that does not comply with all by-laws, regulations, rules and standards of the Canadian Payments Association.

12. Fees and Charges:

You must pay, and we may charge to your account, any fees and charges and any other amounts you may owe us under this Agreement or under any other agreement you have with us, including:

- the fees and charges set out in the Disclosure Documentation; and
- any expenses we incur in responding to any third party legal notice or document.

If you do not make a payment when due, or do not comply with any obligation in this Agreement, we may charge you to recover any costs, including legal costs 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 and our charges for any cheque that is dishonoured (NSF).

We may change our fees and charges at any time. We will provide you with notice of those changes, as required by law.

13. Interest Information:

Interest is paid on interest-bearing accounts at rates that vary from time to time. Interest is earned in the currency of the account.

From time to time, we may change interest rates and the method by which interest is calculated. If you have an interest-bearing account, we will advise you of the interest rate(s) and any changes to how interest is calculated by posting the new rate(s) and any interest calculation changes in all of CIBC's branches.

You may not receive interest on an interest-bearing account if your balance falls below a certain level we determine or if the interest rate payable on such account is zero percent.

14. Overdrafts:

We may allow an overdraft to arise in your account for any reason (including as a result of account withdrawals, paying cheques, charging service fees, or otherwise). If we allow your account to become overdrawn, then you must pay the overdrawn amount immediately plus service fee(s), interest and other amounts as specified in the Disclosure Documentation. Changes to the interest rate or how interest is calculated are effective when notice of the change is posted at CIBC branches or is mailed or sent to you or on any date set out in the notice.

If you do not repay the amounts owing as required, we may, without notice to you, convert your indebtedness to a demand loan. The conversion will take effect immediately. We will determine in our sole discretion the conditions of the loan. You acknowledge that we will, upon conversion of your indebtedness to a loan, report your default to credit bureaus as a fully delinquent loan. We may close your account, direct a third party to collect all indebtedness you owe us and/or assign your indebtedness to a third party for collection.

If you applied and were approved for the CIBC Overdraft Protection Service for your account, this section is subject to the CIBC Overdraft Protection Service Addendum.

15. Suspending, Freezing, Blocking or Terminating Use of your Account:

We may suspend, freeze, block or terminate your right to use your account, without notice even if you are not in default of this Agreement 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;
- if there is a dispute about, or it is uncertain to us, who is entitled to funds in the account;
- we have reasonable grounds to believe that you did or may commit fraud, used or will use the account for any unlawful purpose, or caused or will cause us a loss;
- you operate the account in an unsatisfactory manner or contrary to our policies;
- you violate the terms of any agreement applicable to the account or any related service; or
- we choose to.

16. Joint Accounts:

If more than one of you signs the Signature Card as account holder, then this is a joint account, and the following terms also apply:

- **Joint and Separate Liability.** Each of you is individually liable, and all of you are jointly liable (or in Quebec, solidarily liable), to pay us any amounts that any of you may owe in respect of the account and the Agreement.
- **Notices/Statements.** We need not send account notices or statements to all of you. Notices and statements will be effective and binding on all of you when they are provided to any one of you at the branch of account, or by electronic means (which may include posting a notice on online banking), or when they are sent to any one of you at his/her latest address in the branch of account's records. Any one of you may consent to receiving notices and statements by electronic means and such consent is binding on all of you.
- **Communications/Instructions.** We may communicate with any one of you about joint account matters. If you indicated on the Signature Card, or otherwise in writing, that any one of you can deal with us, then any one of you may instruct us regarding the operation of the joint account including transferring the joint account from the branch of account to another CIBC branch, changing the joint account address in the branch of account's records, or closing the joint account. All joint accountholders must consent to any changes in ownership of the account.
- **Sharing Information.** Each of you may be provided account information including transactions and account related information of the other joint accountholder(s). This includes information about the account prior to it becoming a joint account.
- **Debits.** If you indicated on the Signature Card, or otherwise in writing, that debits can be made by one of you, then we will debit the account for any cheque, receipt or other voucher which is signed by any one of you and any one of you may debit the account by any other means which we may permit from time to time (including electronically, orally, or by telephone). Each of you is responsible for any unauthorized debit which may occur by any of these means, to the extent provided in any agreement governing that method of debit.
- **Deposits.** We may deposit to the joint account all cheques which are payable to, or for the credit or account of, any one or more of you, even if they are not endorsed by any of you.
- **Joint Tenancy** (not applicable if any one of you is resident in Quebec at the time of his/her death). All money which is now or may later be credited to the account (including all interest) is the joint property of all of you with the "right of survivorship". That means that if one of you dies, all money in the joint account automatically becomes the property of the surviving accountholder(s). To make this legally effective, all of you assign such money to the other (or to the others jointly if there are more than two of you). After your death, we will only have obligations to the surviving accountholder(s), and anyone else making a claim against the joint account after your death must deal with the surviving accountholder(s). On the death of any accountholder, and upon notification with proof of death, we will remove the deceased accountholder's name from the account. The surviving accountholders undertake to ensure that any EFT payment that is credited to the account and to which the surviving accountholders are not entitled, or that is intended to be credited to the benefit of the deceased accountholder, is, as applicable:
 - a) returned to the payer or we are notified immediately to have the EFT payment returned; or

b) delivered to the estate of the deceased accountholder.

The surviving accountholders agree to be liable and indemnify us for all claims against us in connection with EFT payments to the deceased accountholder, preauthorized debits or other debits in the deceased accountholder's name, or cheques written by the deceased accountholder prior to their death.

We will not recognize any arrangement that requires us to pay the money in the account on death of an accountholder to anyone other than a surviving accountholder. We are not required to act in accordance with any trust intended or granted by you with respect to the account or any monies in it, even if we are aware of such trust, and this binds your estate and any beneficiary of such trust.

- **Joint account with a spouse or former spouse** (only applicable if the account is opened in Quebec). If you open or have a joint account with only one other person who is your spouse or former spouse (including a *de facto* spouse or former spouse), both of you may designate your respective share in the money in the account solely for the purpose that we remit that share to you in the event one of you dies, by jointly signing a written declaration to that effect. To do so, you and the other joint accountholder must visit a CIBC banking centre and complete our declaration form. You may jointly, at any time and in the same manner, change this declaration. It is your responsibility to inform us of any change to your respective share of the money in the account. If you do not make such a declaration, your respective share will be deemed to be half of the money in the account in the event one of you dies.
On the death of any accountholder, and upon notification with proof of death, you may request in writing your share or a part of your share of the money in the account. To do so, you must visit a CIBC banking centre and complete our request form. We will not recognize any arrangement in the account on death of an accountholder to anyone or in any proportion other than as indicated above. We are not required to act in accordance with any trust intended or granted by you with respect to the account or any monies in it, even if we are aware of such trust, and this binds your estate and any beneficiary of such trust.
- **Legal Representative.** All of you consent that the legal representative of a joint accountholder has the same right of access to the joint account as the joint accountholder. We may rely on a legal representative who is acting for any one of you.

17. Youth Account with a Signing Authority:

If the accountholder is a youth and the parent or custodial guardian or, in Quebec, tutor of the youth has signing authority on the account, the account is referred to as a youth account with signing authority. The following additional terms apply to the youth account:

- **Nature of the Account.** The youth account is held in the name of the youth alone. The person with signing authority on the account (the "signing authority") must provide us with appropriate proof of ID and, if a custodial guardian or court-appointed tutor, original or certified copy of the appropriate legal documentation proving the guardianship or tutorship, in accordance with legal requirements in your jurisdiction. The signing authority acknowledges that funds in the account belong to the youth accountholder and agrees to exercise their signing authority in accordance with the terms of this Agreement. The youth may access the account and other services by any channel permitted by CIBC from time to time including banking centres, ATMs, CIBC bank card, Telephone Banking and Online Banking. The youth may conduct any transactions including cheques, withdrawals, transfers, pre-authorized payments, bill payments, and debit purchases. CIBC may require that the youth consent to this Agreement and, if such consent is requested by CIBC and not provided by the youth, we may suspend, freeze, block or terminate your right to use the account.
- **Removal of the Signing Authority.** The youth may, upon reaching the age of thirteen, request removal of the signing authority from the account without consent of the signing authority on the account. Upon the youth reaching the age of thirteen, meeting all our requirements for signing authority, including providing adequate proof of ID of the youth, and requesting removal of the signing authority, the signing authority's authority to sign on the account will automatically terminate without notice and we may pay any funds in the account to the youth without the signing authority's consent.
- **Payment Into Court.** If there is a dispute about, or it is uncertain to us who has legal authority over the property of the youth, we are entitled to either apply to the courts for directions or pay all or part of the proceeds of the account into court or to the applicable government official. This includes if there are multiple signing authorities who cannot agree and from whom we cannot obtain joint instructions as necessary. We may recover any legal or other costs we incur in this regard from the account or from the signing authority as an expense referred to in the indemnity provision below.
- **Indemnity.** The signing authority agrees to reimburse us for any losses, costs, and expenses which we may incur (including our legal fees), and will hold us harmless from and defend us against any lawsuits or other claims and demands which may be made against us in connection with the account, including, but not limited to, third party demands against funds in the account, any claims based on trust by any person, any claims based on any person acting as legal or *de facto* guardian or administrator of property of another, the operation of the account by the signing authority, the youth's use or misuse of the account or other services, or, if the signing authority has requested that a CIBC bank card be issued to the youth, use or misuse of the CIBC bank card by the youth while the youth is under the age of thirteen. For example (but not to limit the signing authority's obligations under this indemnity), the signing authority will indemnify us and hold us harmless if the youth:
 - does not comply with the CIBC bank card agreement, as amended or replaced from time to time;
 - denies liabilities incurred by him/her;

- does not keep any secret code/PIN absolutely confidential, other than sharing with the signing authority;
- loses the CIBC bank card and neither the youth or the signing authority advise us;
- makes an improper or careless transaction (including cheques, debit purchases, withdrawals, and transfers)
- makes worthless or altered deposits;
- causes the account to become overdrawn; and
- allows a third party to access or use the account.

The signing authority authorizes us to set off any or all amounts they may owe us from time to time under this indemnity against any deposits they may have with us or any affiliate of ours no matter how long the amount has been owed to us. The signing authority will be released automatically from this indemnity if and when the youth reaches the age of majority in the province in which the youth lives and agrees to be bound by the applicable agreements governing the use of the account, channels and other services. The signing authority will not be released from this indemnity for any other reason, including if: agreements, channels and/or other services change from time to time; we and the youth make any arrangement between us with respect to the youth's liabilities; or we choose to waive any right we have against the youth or the signing authority. This indemnity survives the termination of the account.

- **Legal and Tax Advice.** We have not provided tax or legal advice regarding the account to either the youth or the signing authority and recommend professional legal and tax advice about establishing and operating the account with a signing authority be obtained.
- **Incapacity or Death of Signing Authority.** The signing authority cannot appoint a delegate or agent to operate the account under a power of attorney or otherwise. If there are multiple signing authorities, as provided below, and one of them dies or becomes unable to act, as determined by us based on information provided to our satisfaction, the remaining signing authority can continue to act alone. If the sole or remaining signing authority dies or becomes unable to act, as determined by us based on information provided to our satisfaction, we may permit a parent, custodial guardian or court-appointed tutor of the youth who was not the signing authority (the "successor signing authority"), to have signing authority over the account and to close the account and open another account for the youth with the successor signing authority as the signing authority. We may require proof satisfactory to us (which may include court documentation) of the status or capacity of the signing authority and the successor signing authority. If there is no successor signing authority and the youth is under the age of majority, we will close the account and pay the funds in the account to the youth or into court or to the applicable government official, as we in our discretion determine.
- **Multiple Signing Authorities.** There can be a maximum of two signing authorities, who are both the parents, custodial guardians or tutors of the youth. If more than one of you signs the Signature Card as signing authority, then the following terms also apply:
- **Reference to Signing Authority.** Any reference to signing authority means both signing authorities.
- **Joint and Separate Liability.** Each of you is individually liable, and all of you are jointly liable (or in Quebec, solidarily liable), under the "Indemnity" section above and to pay us any amounts that any of you may owe in respect of the account and the Agreement.
- **Notices/Statements.** We need not send account notices or statements to all of you. Notices and statements will be effective and binding on all of you when they are provided to any one of you at the branch of account, or by electronic means (which may include posting a notice on online banking), or when they are sent to any one of you at his/her latest address in the branch of account's records. Any one of you may consent to receiving notices and statements by electronic means and such consent is binding on all of you.
- **Instructions and Communications.** If you indicated on the Personal Deposit Account and CIBC Overdraft Protection Service Application, or otherwise in writing, that any one of you can deal with us, then any one of you can deal with us and any one of you may instruct us regarding the operation of the youth account including transferring the youth account from the branch of account to another CIBC branch, changing the youth account address in the branch of account's records, or closing the youth account. We may communicate with any one of you about youth account matters.
- **Sharing Information.** Each of you may be provided account information including transactions and account related information of the other signing authority.
- **Debits.** We will debit the account for any cheque, receipt or other voucher which is signed by any one of you and any one of you may debit the account by any other means which we may permit from time to time (including electronically, orally, or by telephone). Each of you is responsible for any unauthorized debit which may occur by any of these means, to the extent provided in any agreement governing that method of debit.
- **Death of Youth.** If the youth dies, the account will be dealt with as part of the youth's estate.

18. Joint Account with Youth (accounts no longer available to be opened):

If one joint accountholder is a youth the following additional terms apply to the joint account:

- **Payment Into Court.** If there is a dispute about, or it is uncertain to us who has legal authority over the property of the youth, we are entitled to either apply to the courts for directions or pay all or part of the proceeds of the account into court or to the applicable government official. We may recover any legal or other costs it incurs in this regard from the account or from any accountholder as an expense referred to in the indemnity provision below.

- **Indemnity.** The joint accountholder who is not a youth agrees to reimburse us for any losses, costs, and expenses which we may incur (including our legal fees), and will hold us harmless from and defend us against any lawsuits or other claims and demands which may be made against us in connection with the account, including, but not limited to, third party demands against funds in the account, any claims based on trust by any person or any claims based on any person acting as legal or de facto guardian or administrator of property of another or the operation of the account by an accountholder. This indemnity survives the termination of the account.
- **Legal and Tax Advice.** We have not provided tax or legal advice regarding the joint account with a youth and recommended you seek professional legal and tax advice about establishing and operating the joint account with a youth.

19. In Trust for Youth Accounts (accounts no longer available to be opened):

The following additional terms apply only to in trust for youth accounts:

- **Nature of the Account.** The account is held as a bare trust by the youth trustee for the youth. The youth trustee acknowledges that funds in the account do not belong personally to the youth trustee. All tax slips will be issued using the social insurance number of the youth provided. The youth may request signing authority upon reaching the age of majority in the province in which he/she lives without consent of the youth trustee. Upon the youth reaching the applicable age of majority and meeting all our requirements for signing authority, the signing authority of the youth trustee will automatically terminate without notice and we may pay any funds in the account to the youth without the youth trustee's consent.
- **Incapacity/Death of Youth Trustee.** The youth trustee cannot appoint a delegate or agent to operate the account under a power of attorney or otherwise. If the youth trustee dies or becomes unwilling or unable to act, we may permit a parent or custodial guardian of the youth who was not the youth trustee (the "successor youth trustee"), to have signing authority over the account and to close the account and open another in trust for youth account for the youth with the successor youth trustee as the youth trustee. We may require proof satisfactory to it (which may include court documentation) of the status or capacity of the youth trustee and the successor youth trustee.
- **Death of Youth.** If the youth dies, the account will be dealt with as part of the youth's estate.
- **Payment Into Court.** If there is a dispute about, or we are uncertain who has legal authority over the property of the youth or the status or capacity of the youth trustee or a successor trustee, we are entitled to either apply to the courts for directions or pay all or part of the proceeds of the account into court or to the applicable government official. We may recover any legal or other costs we incur in this regard from the account or from the youth trustee as an expense referred to in the indemnity provision below.
- **Indemnity by Youth Trustee.** The youth trustee agrees to reimburse us for any losses, costs, and expenses which we may incur (including our legal fees), and will hold us harmless from and defend us against any lawsuits or other claims and demands which may be made against us in connection with the account, including, but not limited to, third party demands against funds in the account, the youth trustee's failure to properly carry out his/her duties as a bare trustee and the operation of the account by the youth trustee. The youth trustee authorizes us to set-off any or all amounts he/she may owe us from time to time under this indemnity against any deposits he/she may have with us or any affiliate of ours no matter how long the amount has been owed to us. This indemnity survives the termination of the account.
- **Legal and Tax Advice.** We have not provided tax or legal advice to the youth trustee or the youth regarding the account and recommended the youth trustee seek professional legal and tax advice about establishing and operating the in trust for youth account.

20. Foreign Currency Transactions:

We may permit transactions in a currency different from that of your account. The foreign currency will be converted to the currency of your account at the exchange rate and on a date determined by us. This date may be different from the date you performed the transaction. We may earn money on the difference between the bid and ask prices of the cost of the currency, which is in addition to any fee you pay us on the foreign currency transaction or any fees you pay us for your account.

Foreign currency cheques deposited to your account and returned to us unpaid for any reason will be converted to the currency of the account based on a foreign currency exchange sell rate determined by us on a date determined by us and the converted amount will be charged back to your account. We are not responsible for any losses you suffer due to changes in foreign currency exchange rates or the unavailability of funds due to foreign currency restrictions.

Any claims we may have against you, and any service or other charges related to your account, can be deducted from your account in the same currency as your account.

21. Dealing with Other Branches:

You may be restricted in the type of transactions that you can do at a CIBC branch other than the branch of the account. We may charge to the account the amount of any cheque drawn on the account as soon as it is negotiated or deposited at any CIBC branch or agency. We may pay the cheque even if it is not physically presented at the address of the CIBC branch shown on the front of the cheque.

22. Existing CIBC Investor's Rate Accounts:

If you have a CIBC Investor's Rate Account[®], the account principal and interest are owed by CIBC Trust Corporation to you and are guaranteed by CIBC. CIBC is CIBC Trust Corporation's agent for administering the account.

23. Dormant Accounts:

Accounts become dormant if there have been no deposits, withdrawals or cheques written on the account for the time period set out in the Disclosure Documentation available in any CIBC Banking Centre or online at cibc.com. If your account becomes dormant, and your record-keeping is by monthly statement, your record-keeping will be automatically changed to quarterly statements.

Statements will not be sent to you if there are no entries posted to the account for transactions, interest or charges since either the date your account was opened or the date of the last statement sent to you.

You may request a change to your record-keeping by contacting us.

We may close dormant accounts that have a nil balance.

24. Additional Terms for Loyalty Programs:

- **Services and Benefits.** We may make special services or benefits available to you including insurance coverage, loyalty programs and memberships. Some of these services and benefits may be features of your account while others must be enrolled in or purchased separately by you. Account services and benefits are subject to additional terms and conditions which may change from time to time and these account services and benefits may be cancelled without notice to you. Certain services and benefits may be supplied by third parties; we are not liable for any services or benefits not directly supplied by us. You must deal directly with the provider of services or benefits if there is a dispute.
- **Loyalty Programs.** If your account allows you to earn loyalty rewards from a loyalty program operated by a loyalty program provider; you acknowledge the following:
 - if you already have a loyalty program account with the loyalty program provider, it is your responsibility to provide us with the correct loyalty program account number, or if the number provided does not match any existing account, the loyalty program provider will open a loyalty program account in your name, (or if your account is joint, in the name of one of you selected by the loyalty program provider in its sole discretion);
 - enrolment is not automatic if you have another CIBC product on which loyalty rewards may be earned;
 - loyalty rewards will only be awarded to the loyalty program account designed by or opened for you;
 - for joint accounts, loyalty rewards are credited only to one of you;
 - the loyalty program provider is not:
 - iii) our agent and we are not responsible for the loyalty program or its administration, including the ability or inability to redeem loyalty rewards; and
 - iv) not responsible for your account or its administration;
 - the arrangement we have with any third party loyalty program provider or the rules of the loyalty program may be changed or terminated without notice at any time; and
 - the eligibility requirements to earn loyalty rewards on your account may be changed without notice at any time.
- **Adjustment of Loyalty Rewards.** Loyalty rewards may not be awarded if your account is not open and in good standing. We are entitled to remove or direct the removal of loyalty rewards from your loyalty program account at any time and without notice which you did not earn or were awarded in error. Loyalty rewards have no cash value and will be adjusted for any purchase refunds and reversals.
- **New Accounts.** If your account is changed to another type of account, your ability to earn loyalty rewards will be subject to the terms and conditions of the loyalty program associated with that new type of account.
- **Sharing of Personal Information.** You agree that we may share personal information with loyalty program providers in order for them to open loyalty program accounts, award loyalty rewards and administer loyalty programs. For more information on how we may collect, use or share your personal information, refer to section 36 below.

25. Assumptions and Transfers:

You cannot transfer your account, or any other products you obtain under this Agreement, and no other person can assume them.

Part II – General Terms and Conditions

26. Estates:

Upon your death, we will deal with your estate representative.

If more than one of you signed the Signature Card and any one of you dies:

- the survivor(s) must immediately notify us in writing and we may take such steps or require such documentation (including 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 as we deem prudent or advisable;
- we may execute transactions and deal with this Agreement and the account as though the death had not occurred until we have received written notice of the death;
- the deceased's estate will remain liable, jointly and severally (in Quebec, solidarily) with the surviving accountholders, for any debit balance or other liabilities in connection with this Agreement; and
- on request of his or her estate representative, we will provide the estate representative with any documents and information relating to this Agreement that the deceased was entitled to while alive, up to and including the date of death (including forms, correspondence, transactions, statements, and balances).

27. Power of Attorney or Other Legal Representative During Your Lifetime:

You may appoint someone else to deal with this Agreement and the account 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 their authority, including to do any transaction, and we may refuse to deal with them. You release us from any claim or liability when acting upon their instructions.

If anyone is appointed as legal representative of your property (either by statute or by court order), we may require proof or validation, satisfactory to us (including court documents), of such their authority, including to do any transaction.

We do not need to inform any other accountholder of any appointment of an attorney or other legal representative or actions by them.

28. Payment into Court:

If there is a dispute or uncertainty about who is entitled to the proceeds of the account or to instruct on the account due to your alleged or actual incapacity or any marriage/common-law partnership breakdown, or who is legally entitled to apply for and accept payment on your death, we are entitled to either apply to the court for directions or pay any or all of the account proceeds into court and be fully discharged. In either case, we can recover any legal and other costs we incur in this regard from the account.

29. Set-Off by CIBC:

If you owe any obligation to us, we may, without notice to you, set the obligation off against, or compensate the obligation from, any amount we owe you under this Agreement, no matter how long either amount has been owed. We can do this even if we have not made any demand and even if the amount is not due and payable. We can also do this even if your account is a joint account or if other third parties have made demands to you.

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.

30. Third Party Demands:

We will comply with any lawful third party demands that we receive. We may, but do not have to, notify you that we have received a legal notice or document before we comply with it. If we incur any expenses when responding to a third party demand or legal notice relating to your account we may charge them to your account. We may be required by law to restrict your account.

Any legal notice or document issued by a third party 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 serve you with any legal notice or document by mailing it to you by ordinary mail, or in accordance with any other method permitted by applicable law or this Agreement.

Any payment we make to a third party claimant in good faith is a discharge of our obligations to the extent of the amount paid.

31. Indemnity:

You, your heirs, and your estate representatives indemnify and save harmless us and each of our 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, regulatory authority, or government authority, and that may in any way 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 your account. If there are not sufficient funds in your account, you agree to personally pay the amount of the claim and we may apply monies held for you in any other account with us or any affiliate, including joint accounts, other than a registered retirement savings plan or registered retirement income fund, to eliminate or reduce such claim.

32. 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 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 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 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 section 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.

33. Changing your Address, Residency or Tax Residency/United States Person Status:

- You must immediately notify us of any change to:
 - Your address.
 - i) 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.
 - Your residency.
 - i) 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 this Agreement free and clear of all foreign taxes and holdbacks and all withholding taxes.
- You must provide us with updated information within 30 days of any change to:
 - Your tax residency information and United States person status.
 - i) As required by Canadian law, you declare that the tax residency information and United States person status you provided to us (including any tax identification number) are, to the best of your knowledge and belief, correct and complete. Failure to provide satisfactory self-certification of tax residency or United States person status may result in your account information being reported to the relevant tax authority and you may be subject to a penalty under the Income Tax Act (Canada).

34. Communicating with You:

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

- placing a notice on your statement;
- sending you a notice (written or electronic);
- posting a notice in CIBC branches;
- displaying a notice at or near our ABMs; or

- posting 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 statement. Your statement will be considered to be delivered to you on the day it is available for you to pick up, whether or not you do so.

When we give notice (including statements) or communicate with one of you, we consider that we are giving notice and communicating with all of you. All communications, notices (including statements) and disclosures will be effective and binding on all of you when they are provided to one of you.

35. 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 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 may 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.

36. Changing 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 under this Agreement) 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 in accordance with the “Communicating with You” section of this Agreement. You may refuse the change by terminating this Agreement and closing your account without cost, penalty or cancellation indemnity by notifying us within 30 days of the effective date of the change. You can obtain a copy of the current Agreement at any CIBC branch, by calling telephone banking, or by visiting our website at cibc.com.

37. Personal Information:

You consent to the collection, use and sharing of your personal information as described in our privacy policy “Your Privacy is Protected”. This includes collecting, during the course of your relationship with us, information about you, and sharing it with, the CIBC group, credit bureaus, government institutions or registries, mutual fund companies and other issuers, regulators and self-regulatory organizations, other financial institutions, applicable program partners, any references you give us, and other such parties as may reasonably be required for the purposes of:

- identifying you;
- qualifying you (or someone you are providing a guarantee for) for products and services;
- verifying information you give us;
- protecting you and CIBC against error and criminal activity;
- facilitating tax and other reporting;
- complying with legal and regulatory obligations; or
- telling you about other products and services of the CIBC group or promoting any applicable CIBC partner program including marketing any services or products of program partners or other third parties.

We may communicate with you for any of these purposes by phone, fax, text, or other electronic means, and automatic dialing-announcing device, at the numbers you have provided us, or by ATM, Internet, mail, or any other methods. If you wish to withdraw your consent to the seventh point above you may contact us at [1 800 465-CIBC \(2422\)](tel:1800465-CIBC(2422)) at any time. You understand that you will not be refused credit or other services just because you withdraw your consent to the seventh point above.

Our privacy policy is available at any branch or cibc.com. This policy may be amended, replaced or supplemented from time to time. 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.

38 Credit Bureau:

We may have obtained a credit report on you in connection with your application from Equifax Canada or Trans Union of Canada Inc. If you wish to review your credit bureau file, contact Equifax Canada, Consumer Relations Department, P.O. Box 190, Station Jean Talon, Montreal, Quebec H1S 2Z2, [1 800 465-7166](tel:18004657166) and/or Trans Union of Canada Inc., Consumer Relations Centre, P.O. Box 338 LCD1, Hamilton, Ontario L8L 7W2, [1 877 713-3393](tel:18777133393) (Quebec) or [1 800 663-9980](tel:18006639980) (all other provinces).

39. 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.

40. Entire Agreement:

The terms of this Agreement, the CIBC Convenience Banking Service Agreement, the CIBC Electronic Access Agreement, the Signature Card, and the Disclosure Documentation we provide to you, and any amendments to these documents, form the entire agreement between you and CIBC regarding your account (except where this Agreement states otherwise). There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties other than as expressly set out in this Agreement, the CIBC Convenience Banking Service Agreement, the CIBC Electronic Access Agreement, the Signature Card, and the Disclosure Documentation, and any amendments to these documents.

This Agreement replaces any prior agreements which governed your account.

41. 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, the provisions of this Agreement will prevail. However, it will not be considered a conflict or an inconsistency if the other agreement or document 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.

42. Signature:

You agree to adopt your CIBC bank card number and activated personal identification number ("PIN") or online banking password as your signature for the purpose of opening your account and to satisfy Canadian laws and regulations. We may also request that you provide a hand-written or electronic signature.

43. Binding Effect:

This Agreement is binding on us and our successors and assigns. It is also binding on you, your heirs 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 CIBC officer can waive a term of this Agreement, and the waiver must be in writing. If we fail to exercise, or if we delay exercising, any of our rights under this Agreement, 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, 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 the branch of account is located and the 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. Any judgment we obtain will not affect your obligations under this Agreement.

46. Extension of Limitations Period:

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

47. Ending this Agreement:

We may end this Agreement at any time and for any reason 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 us any amounts owing under this Agreement;
- neither we nor you have any obligations to the other under this Agreement; and
- we confirm to you that this Agreement is terminated.

48. Survival:

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

49. 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 this Agreement or any part of our rights and obligations and/or the indebtedness under this Agreement 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 and assignees.

Upon such a sale, transfer or assignment, the purchaser, transferee or assignee will be entitled to enforce all of our rights under this Agreement and/or the indebtedness and to re-sell, re-assign, pledge or re-transfer this Agreement and/or the indebtedness.

We will also be entitled at any time to repurchase this Agreement and/or the indebtedness, whether or not you are in default.

50. 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.

51. 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 III - Definitions

In this Agreement, these terms mean:

- **ABM** means an automated banking machine.
- **account** means any personal deposit account you have with us at this time and at any time in the future.
- **account withdrawal** means a debit to an account by any means we permit from time to time, including withdrawals in-branch or by ABM; transfers between accounts (e.g. in-branch, through telephone banking or online banking or by ABM); preauthorized debits/payments and cheques; debit payments; bill payments from an account (e.g. in-branch, through telephone banking or online banking or by ABM); and fees.
- **Agreement** means this Personal Account Agreement, as may be amended, replaced, supplemented, or renewed from time to time, the Disclosure Documentation and other agreements, notices or documents forming part of, or that relate to the account.
- **branch of account** means the CIBC branch which administers the account.
- **business day** means a day from Monday to Friday, on which CIBC branches are open for business in your province of residence.
- **cheque** means, among other things, a cheque or other bill of exchange, promissory note, draft, money order, order for payment, bill payment remittance, bankers' acceptance, coupon, electronic debit or credit, or other payment instrument, whether negotiable or non-negotiable.
- **CIBC, we, our and us** means Canadian Imperial Bank of Commerce and its subsidiaries and affiliates.
- **CIBC bank card** means the card we may issue you to enable you to perform transactions at ABMs and branches, directly debit (withdraw funds) for retail purchases from the account, and otherwise deal with the account.
- **Disclosure Documentation** means the disclosure documentation we provide to you, including:
 - the account fees disclosure documentation;

- the interest disclosure documentation, if the account pays you interest;
- the Signature Card; and
- any amended disclosure documentation for your account from time to time.
- **EFT payment** means an electronic transfer of funds to the account including a pension, dividend or investment payment.
- **estate representative** means the person who has demonstrated your death and that such person is the legal personal representative of your estate, with evidence satisfactory to us (which may include letters probate or other court documentation).
- **good standing** means you comply with this Agreement and/or any other agreement applicable to your account.
- **in trust for youth account** means an account that is opened and held by a parent or guardian in trust for a youth.
- **loyalty program provider** means a provider of a loyalty program, which may be CIBC or a third party.
- **mobile banking** means any web site or or mobile application through which you may sign on to online banking for use through an electronic device.
- **online banking** means the CIBC online banking services and includes access through mobile banking.
- **overdraft fee** means the fee charged to your account when you are not covered by the CIBC Overdraft Protection Service and we choose to process a debit which results in your account being overdrawn, as set out in section 14 above.
- **Signature Card** means the account signature card you signed when opening the account, or when requesting that you be added as a joint accountholder on the account, as applicable, or any electronic data that you have adopted as your signature.
- **signing authority** means the parent or custodial guardian or, in Quebec, tutor of a youth who has signing authority on a youth account with signing authority.
- **telephone banking** means the CIBC banking services available by telephone.
- **you** and **your** means the accountholder(s). If the legal representative or signing authority on a youth account signed Signature card, they do so on behalf of the accountholder(s), as well as on their own behalf, as applicable. For the purposes of sections 37 and 38 above, "You" and "Your" also means the legal representative or signing authority.
- **youth** means a person who was under the age of majority in the province in which they lived at the date the youth account with a signing authority was opened.
- **youth trustee** means a parent or guardian who opens and holds an account in trust for a youth.
- **web site** means any website operated by us through which you sign on to online banking.

Personal Account Service Fees

CIBC Personal Banking Solutions at Your Fingertips

Looking for **fast**, **convenient** and **straightforward** information on your CIBC personal accounts? Inside this guide, you'll find details on CIBC personal banking account fees, policies and agreements.

We hope you find this guide helpful. If you have any questions, please contact a CIBC advisor or call [1 800 465-CIBC \(2422\)](tel:18004652422).

Chequing Account Options

CIBC Smart™ Account

Automatically adjusts the monthly fee based on your banking activity, so you pay only for the everyday banking you do.

Overview^{a,b}:

- Up to 12 transactions^c for \$6.95 per month
- \$1.25 for each additional transaction over 12 to no more than \$16.95 for unlimited transactions^c
- Unlimited *Interac* e-Transfer[®] service included¹
- Entire monthly fee is rebated if you maintain a minimum end-of-day balance of \$4,000 each day during the month in this account
- The fee for 1 non-CIBC ATM withdrawal is rebated each month (\$2.00 for each additional withdrawal, in addition to a transaction fee, if applicable)
- Free online cheque viewing
- Personalized cheques available

Record-keeping:

- Free paperless² record-keeping
- Monthly statement - \$2.25/month
- Quarterly statement - \$0.75/month
- Monthly statement with cheques imaged³ - \$2.75/month
- Interim statement - \$4.50 each

CIBC Smart™ Start

For CIBC Smart Accounts opened, or other accounts converted to a CIBC Smart Account, on or after April 18, 2022, clients aged 24 years and under will automatically be enrolled in CIBC Smart Start and will receive the following benefits:

- A monthly fee rebate of up to \$16.95 for unlimited transactions^c, including unlimited *Interac* e-Transfer service¹
- The fee for 1 non-CIBC ATM withdrawal in Canada is rebated each month (\$2.00 for each additional withdrawal, in addition to a transaction fee, if applicable)
- Free online cheque viewing
- Free paperless², monthly statement, quarterly statement or monthly statement with cheques imaged³ record-keeping

Note:

Your Smart Start benefits will remain in effect until you turn age 25. Once you turn 25, Smart Start benefits will automatically expire and regular Smart Account fees will apply unless you are eligible for another type of benefit at that time.

^a This is a non-interest bearing account.

^b Additional fees may apply to the operation of your account(s) or if you switch account types; refer to pages 27-31 for details.

^c Refer to Additional Account Details on page 25 for the definition of "transaction" and other important information. Any free or unused transactions cannot be carried forward for use in subsequent months.

CIBC Smart™ for Students

With the CIBC Smart Account, students enrolled in a full-time post secondary program, college, university or CEGEP and graduating at age 25 or older, can qualify for the following benefits:

- A monthly fee rebate of up to \$16.95 for unlimited transactions^c, including unlimited *Interac* e-Transfer service¹
- The fee for 1 non-CIBC ATM withdrawal in Canada is rebated each month (\$2.00 for each additional withdrawal, in addition to a transaction fee, if applicable)
- Free online cheque viewing
- Free paperless², monthly statement, quarterly statement or monthly statement with cheques imaged³ record-keeping

Note:

To enjoy the benefits of CIBC Smart for Students, you are required to inform CIBC of your graduation date and we may ask you to provide proof of enrollment. Your Smart for Students benefits will remain in effect until your graduation date plus an additional six months, up to a maximum of 4.5 years in total.

After that, if you continue to be enrolled in an eligible program you can easily renew these benefits with proof of enrollment. Regular Smart Account fees will automatically apply when your benefits expire unless you are eligible for another type of benefit at that time.

CIBC Smart™ Account with RDSP monthly fee rebate

On the CIBC Smart Account, the monthly fee (from \$6.95/month for up to 12 transactions^c to a maximum of \$16.95/month for unlimited transactions) is rebated and online cheque viewing is free for eligible Registered Disability Savings Plan (RDSP) beneficiaries. Free record-keeping options are available including paperless², monthly statement or monthly statement with cheques imaged³. Free Braille or large print statement available upon request.

To take advantage of the RDSP monthly fee rebate on the CIBC Smart Account, accountholders must advise CIBC by visiting a Banking Centre and show proof of RDSP beneficiary status. Acceptable forms of proof of RDSP eligibility include:

- RDSP statement (from a Canadian financial institution) OR
- Notice of Determination Letter from CRA confirming your eligibility for the Disability Tax Credit

Note:

The accountholder name and RDSP beneficiary information on these documents must match.

Only one RDSP monthly fee rebate per beneficiary will be applied on the CIBC Smart Account. The rebate will take effect from the date we are provided proof of RDSP beneficiary status and will not be applied retroactively. All other standard account fees will apply.

^c Refer to Additional Account Details on page 25 for the definition of "transaction" and other important information. Any free or unused transactions cannot be carried forward for use in subsequent months.

CIBC Smart™ Plus Account

Takes care of your banking, investing and credit needs in a complete package for one monthly fee.

Overview^{a,b}:

- \$29.95 for unlimited transactions^c per month
- Entire monthly fee is rebated if you maintain a minimum balance at the end of each day during the month of \$6,000 in your account or \$100,000 in Savings and Investments. Refer to the CIBC Smart Plus Account Fee Rebate Terms and Conditions for more information including eligible Savings and Investments.
- Includes one eligible CIBC credit card account with an annual fee rebate for the primary card holder and up to three authorized users⁴. Refer to "Smart Plus Credit Card Annual Fee Rebate Terms and Conditions" below for details.
- Unlimited non-CIBC ATM withdrawals in Canada, the U.S. and internationally^{5,6}
- Unlimited *Interac* e-Transfer[®] service included¹
- Includes free online cheque viewing
- Includes money orders and bank drafts
- Includes stop payments (on cheques and pre-authorized payments⁷ only)
- No annual administration fee on CIBC Mutual Fund RRSPs^d
- Includes personalized cheques
- If you apply for and are approved for **CIBC Overdraft Protection Service⁴ (COPS)**, the COPS fee is not applicable, however you will pay interest on any overdraft amount on your account. Refer to page 25-26, CIBC Overdraft Protection Service (COPS), for more details on interest costs and over limit fees.

Record-keeping:

- Free paperless² record-keeping
- Monthly statement - \$2.25/month
- Quarterly statement - \$0.75/month
- Monthly statement with cheques imaged³ - \$2.75/month
- Interim statement - \$4.50 each

CIBC Smart Plus Account Fee Rebate Terms and Conditions

Below explains how you can earn an ongoing monthly fee rebate.

Eligibility

To benefit from the CIBC Smart Plus Account fee rebate, the following conditions must be met each month:

- Your CIBC Smart Plus Account must be open at the time the fee rebate is applied; and
- Maintain a minimum balance of:
 - \$6,000 at the end of each day during the month in your CIBC Smart Plus Account to earn a rebate for the monthly fee on that account; or
 - \$100,000^e of Savings and Investments (refer to the definition and calculation below) at the end of each day during the month to earn a rebate for the monthly fee on one CIBC Smart Plus Account. If you have more than one CIBC Smart Plus Account, CIBC will determine which account will receive the Savings and Investments fee rebate.

If you are a client with personal assets at CIBC Wood Gundy, CIBC Private Investment Counsel or CIBC Private Banking you automatically qualify to receive the monthly fee rebate on one Smart Plus Account. If you have more than one Smart Plus Account, CIBC will determine which one will receive the monthly fee rebate. Any additional Smart Plus Account(s) you have is eligible for a monthly fee rebate by maintaining the \$6,000 minimum balance in the account(s).

The above rebate will replace any other fee discount or promotion on that account.

^a This is a non-interest bearing account.

^b Additional fees may apply to the operation of your account(s) or if you switch account types; refer to pages 27-31 for details.

^c Refer to Additional Account Details on page 25 for the definition of "transaction" and other important information. Any free or unused transactions cannot be carried forward for use in subsequent months.

^d CIBC Mutual Funds are offered by CIBC Securities Inc., a subsidiary of CIBC. These investments are not insured by the Canada Deposit Insurance Corporation or any other government insurer nor guaranteed by CIBC. CIBC Money Market yields will fluctuate and a fixed net asset value cannot be assured. The unit value and return of other funds will fluctuate. Additional important information is contained in the Fund's Simplified Prospectus. To obtain a copy, call CIBC Securities Inc. at [1800 465-3863](tel:18004653863) or ask your mutual fund representative at any banking centre where CIBC Mutual Funds are sold. Read the Prospectus carefully before you invest.

^e For the purpose of calculating the balance of Savings and Investments, balances in foreign currency will be considered to be stated in Canadian dollars and no foreign exchange conversion will apply.

Savings and Investments

Savings and Investments are the following registered and non-registered products held in your name or jointly with other people:

- CIBC chequing accounts
- CIBC savings accounts
- Guaranteed Investment Certificates (GIC) issued by CIBC, CIBC Trust Corporation and CIBC Mortgages Inc.
- CIBC Investment Account
- CIBC Mutual Funds
- personal deposit and investment products held in CIBC Smart Investment Solutions, CIBC Managed Portfolio Services® (CIBC Securities Inc.), CIBC Personal Portfolio Services®, CIBC Passive Portfolios, CIBC Investor's Edge and CIBC Imperial Investor Services

The following are examples of products that are not Savings and Investments:

- non-personal or business CIBC products
- CIBC Smart Prepaid Visa and CIBC Smart Prepaid Travel Visa cards
- CIBC lending products
- Simplii Financial products
- CIBC Bank USA products
- deposit or investment products held at CIBC Mellon or with other investment dealers

Calculation of Savings and Investments Balances

a) Timing:

The calculation of daily Savings and Investments balances for each month will start on the day that is the first common business day of the month in all provinces and territories. Deposits and other credits may not be posted to your Savings and Investments on non-business days where these are held and will not be included in the daily balance calculation until posted.

Any daily Savings and Investments balances already calculated in the month in which a subsequent CIBC Smart Plus Account is opened or converted will be used to determine if the minimum balance of Savings and Investments is met for the month.

b) Joint Accounts:

The daily balance of Savings and Investments is calculated separately for each accountholder and includes both the balance of Savings and Investments held solely by the accountholder and held jointly with any other person. At least one of you must meet the balance condition above **on a separate basis** to benefit from the CIBC Smart Plus Account fee rebate. For example, if you have a minimum balance of \$40,000 of Savings and Investments at the end of each business day during the month (including the balance held jointly with any other person) and the other accountholder has a minimum balance of \$80,000 of Savings and Investments at the end of each business day during the month (including the balance held jointly with any other person), neither of you has met the balance condition and the monthly fee will not be rebated.

Important Privacy Information about Joint CIBC Smart Plus Accounts

If you have a joint CIBC Smart Plus Account and the account is receiving a fee rebate because you meet the balance condition for Savings and Investments you hold individually or with another person, the other joint accountholder may infer that you hold at least \$100,000 in Savings and Investments and/or that you have other products with CIBC.

If you do not want the Savings and Investments held by you and your joint accountholder(s) to be used to qualify for a monthly fee rebate, please speak to your advisor at a CIBC banking centre to have the \$100,000 Savings and Investments balance condition removed from your CIBC Smart Plus Account.

General Terms and Conditions

The monthly account fee is subject to change at any time. The rebate will be applied to your monthly fee only and does not apply to additional services or any other account fees.

CIBC may at any time, without prior notice to you:

- change or cancel the CIBC Smart Plus Account
- change or cancel the Savings and Investments
- change the amount of the rebate
- cancel the rebate
- change these Terms and Conditions

Except as modified, the terms and conditions relating to the CIBC Smart Plus Accounts and Savings and Investments you hold remain in full force and effect.

Smart Plus – Credit Card Annual Fee Rebate Terms and Conditions

1. We will provide an annual fee rebate on one eligible credit card account for each CIBC Smart Plus account every year if, at the time your annual fee is charged, you hold a Smart Plus account and a CIBC credit card account and both accounts are open and in good standing.
2. Eligible credit cards are any CIBC personal credit cards with a primary cardholder annual fee of \$99 or more. The rebate is equal to 100% of the annual fee for the primary cardholder and up to 3 authorized users, to a maximum of the highest current annual fees that CIBC charges for Visa Infinite* credit cards.
3. If there is more than one eligible credit card account held by the Smart Plus accountholders, we will apply the rebate to the credit card account that would receive the highest rebate, then to the earliest credit card account opened. Once the rebate has been assigned to a credit card account, it will remain associated with that account as long as the account is for an eligible credit card. If you want the rebate to apply to a specific credit card account, please contact us.
4. If you qualify for the rebate, you will notice a charge for your annual fee, along with the rebate, on your next statement after you qualify. If you already paid your annual fee for the year when you receive the rebate, we will also refund a proportionate amount of the annual fee that you already paid.
5. If your Smart Plus account is closed, you will be charged the regular applicable annual fees for your credit card on your next monthly statement. We will also provide you with a refund of the unused portion of the net annual fee that you already paid (if applicable).
6. This offer is not transferable and cannot be combined with any other offer. It may be withdrawn or changed without notice at any time. CIBC may, in its sole discretion, revoke this offer if you are believed to be manipulating or abusing it, or engaging in any suspicious or fraudulent activity.

Note on closing the account:

For clients who choose to close their CIBC Smart Plus Account, regular annual fees will apply on their select CIBC Credit Card and the additional card. The current regular annual fee for these Credit Cards can be found online at cibc.com, by calling CIBC Telephone Banking at [1800 465-CIBC \(2422\)](tel:1800465-CIBC) or you can inquire at any CIBC banking centre. These fees will be charged automatically to your Credit Card account on the first or second statement after you close your CIBC Smart Plus Account.

Also, the regular annual administration fee for CIBC Mutual Fund RRSPs which is available in the Fund's Simplified Prospectus^d will apply for clients who choose to close their CIBC Smart Plus Account. Once your CIBC Smart Plus Account is closed the annual administration fee will be reinstated on your registered CIBC Mutual Fund account.

^d CIBC Mutual Funds are offered by CIBC Securities Inc., a subsidiary of CIBC. These investments are not insured by the Canada Deposit Insurance Corporation or any other government insurer nor guaranteed by CIBC. CIBC Money Market yields will fluctuate and a fixed net asset value cannot be assured. The unit value and return of other funds will fluctuate. Additional important information is contained in the Fund's Simplified Prospectus. To obtain a copy, call CIBC Securities Inc. at [1800 465-3863](tel:1800465-3863) or ask your mutual fund representative at any banking centre where CIBC Mutual Funds are sold. Read the Prospectus carefully before you invest.

CIBC Everyday[®] Chequing Account

A basic account.

Overview^{a,b}:

- Up to 12 transactions^c for \$4.00 per month; \$1.25 for each additional transaction over 12
- Free online cheque viewing
- Personalized cheques available

Record-keeping:

- Free paperless², monthly statement, quarterly statement or monthly statement with cheques imaged³ record-keeping
- Interim statement - \$4.50 each

Savings Account Options

CIBC eAdvantage[®] Savings Account

Overview^b:

- Manage your account activity online
- \$5.00 per transaction^c
- Free transfers to your other CIBC personal bank accounts and Personal Line(s) of Credit (excluding *Interac* e-Transfer service)
- Free transfers to your CIBC Credit Card account(s)
- Personalized cheques available

Record-keeping:

- Paperless² record-keeping is free and is the only record-keeping option available for this account

CIBC US\$ Personal Account

Ideal if you receive U.S. funds or travel to the U.S. and wish to save in U.S. dollars.

Overview^b:

- \$0.75 U.S./transaction^c (all fees for this account are levied in U.S. funds)
- Deposit U.S. funds directly at any CIBC bank machine in Canada
- Transfer funds between CIBC US\$ Personal Accounts through CIBC Online Banking[®], CIBC Mobile Banking[®] and at any CIBC bank machine in Canada
- Withdraw U.S. funds from any CIBC U.S. currency bank machine in Canada
- Personalized cheques available

Record-keeping:

- Free paperless² record-keeping
- Monthly statement - \$2.25 U.S./month
- Quarterly statement - \$0.75 U.S./month
- Interim statement - \$5.00 U.S. each

Note on cheques:

Cheques can be written on CIBC US\$ Personal Accounts. The transaction fee shown is for cheques written in U.S. currency only. For U.S. dollar cheques ordered prior to December 2011, if the payee of the cheque negotiates the cheque at a financial institution outside Canada, that institution may not accept the cheque or may deduct a large fee from the cheque's face value.

Note on Canadian dollar deposits:

If Canadian dollars are deposited into the account, the exchange rate used will be the rate prevailing at the time the transaction is processed.

^a This is a non-interest bearing account.

^b Additional fees may apply to the operation of your account(s) or if you switch account types; refer to pages 27-31 for details.

^c Refer to Additional Account Details on page 25 for the definition of "transaction" and other important information. Any free or unused transactions cannot be carried forward for use in subsequent months.

CIBC Smart™ for Seniors Options

Clients aged 65 and older will automatically be enrolled in CIBC Smart for Seniors so you get benefits that apply to your existing or new eligible account:

- Monthly or transaction fee discount on select bank accounts
- Free bank drafts and money orders^f
- \$5.00 off the annual rental of a safety deposit box (any size)

CIBC Smart Account

Key benefits	Record-keeping
<ul style="list-style-type: none">• \$6.95 monthly fee discount this means:<ul style="list-style-type: none">• No monthly fee for up to 12 transactions, \$1.25 for each transaction over 12 to no more than \$10.00 for unlimited transactions^c• Entire monthly fee is rebated if you maintain a minimum end-of-day balance of \$4,000 each day during the month in this account• Includes unlimited <i>Interac</i> e-Transfer service¹ and online cheque viewing• The fee for 1 non-CIBC ATM withdrawal is rebated each month (\$2.00 for each additional withdrawal, in addition to a transaction fee, if applicable)	<ul style="list-style-type: none">• Free paperless² option• Regular fees apply for other record-keeping options

CIBC Smart Plus Account

Key benefits	Record-keeping
<ul style="list-style-type: none">• \$6.95 monthly fee discount, this means:<ul style="list-style-type: none">• \$23.00 for unlimited transactions^c• Entire monthly fee is rebated if you maintain a minimum balance at the end of each day during the month of \$6,000 in your account or \$100,000 in Savings and Investments. See the CIBC Smart Plus Account Fee Rebate Terms and Conditions for more information.• Includes unlimited <i>Interac</i> e-Transfer service¹ and online cheque viewing	<ul style="list-style-type: none">• Free paperless² option• Regular fees apply for other record-keeping options

CIBC Everyday Chequing Account

Key benefits	Record-keeping
<ul style="list-style-type: none">• \$4.00 monthly fee discount, this means:<ul style="list-style-type: none">• No monthly fee for up to 12 transactions, \$1.25 for each transaction^c over 12• No \$1.50 <i>Interac</i> e-Transfer fee^f• Free online cheque viewing	<ul style="list-style-type: none">• Free paperless², monthly statement, quarterly statement or monthly statement with cheques imaged³• Interim statement - \$4.50 each

CIBC US\$ Personal Account

Key benefits	Record-keeping
<ul style="list-style-type: none">• 2 free transactions^c/month	<ul style="list-style-type: none">• Free paperless² and other record-keeping options

^c Refer to Additional Account Details on page 25 for the definition of "transaction" and other important information. Any free or unused transactions cannot be carried forward for use in subsequent months.

^f A transaction fee may apply.

Additional Account Details

Transactions:

A transaction includes cheques, withdrawals, transfers, pre-authorized payments, payments (including CIBC-branded⁸ loans), bill payments (including CIBC Credit Cards and CIBC Personal Lines of Credit) and debit purchases. Pre-authorized payments and transfers to CIBC-branded⁸ loans (excluding CIBC Personal Lines of Credit), mortgages and investments (registered and non-registered) are free. Payments to CIBC-branded⁸ mortgages are also free.

For CIBC eAdvantage Savings Accounts, a transaction does not include transfers to your other CIBC personal bank account(s), your CIBC Personal Line(s) of Credit (except *Interac* e-Transfer service which will be treated as a transaction) and to your CIBC Credit Card account(s).

Other fees (in addition to any transaction fee if applicable) include:

- Non-CIBC ATM withdrawals: For CIBC Smart Plus Accounts, the fee for all non-CIBC ATM withdrawals in Canada, the U.S. and internationally is rebated each month. For CIBC Smart Accounts and for clients enrolled in CIBC Smart Start or CIBC Smart for Students, the fee for 1 non-CIBC ATM withdrawal made in Canada is rebated each month.^{5,6}
- *Interac* e-Transfer service (refer to page 28): The *Interac* e-Transfer fee is waived on CIBC Smart Accounts, CIBC Smart Plus Accounts and for clients who are enrolled in CIBC Smart Start, CIBC Premium Growth Account with Advantage for Youth, CIBC Smart for Students, CIBC 60 Plus Advantage[®] and CIBC Advantage for Students (on the CIBC Everyday Chequing Account). Clients 65 years of age and older do not pay the *Interac* e-Transfer fee on any CIBC chequing account.
- Foreign currency transactions (including cheques written in currencies other than the account currency); refer to page 29.

Statements:

Free Braille or Large Print statement available upon request.

Details on Using Your Accounts

CIBC Cardholder Banking Service

With the CIBC Cardholder Banking Service (previously known as the CIBC Convenience Banking Service), you can take care of your day-to-day banking needs 24/7 through CIBC bank machines in Canada, CIBC Online Banking, CIBC Mobile and CIBC Telephone Banking.

You can call [1 800 465-CIBC \(2422\)](tel:18004652422) any time to speak to a CIBC Financial Service Representative.

CIBC Debit Cards:

When you open your account, you'll get a CIBC Debit Card which you can use to access your account. Your CIBC Debit Card includes the security of chip technology and active fraud monitoring.

For more information on CIBC Debit Cards, including card features and how to protect your debit card, please refer to the *Start banking with ease and peace of mind* brochure available at cibc.com/legal, any CIBC banking centre or by calling CIBC Telephone Banking at [1 800 465-CIBC \(2422\)](tel:18004652422).

CIBC Overdraft Protection Service (COPS)

Protect yourself from an unexpected temporary shortfall of funds with CIBC Overdraft Protection Service. This service is available, subject to credit approval, on most Canadian dollar personal accounts and is one way to ensure you're covered in case of an overdraft.

There are two overdraft fee options available for COPS. These overdraft fee options do not apply to CIBC Smart Plus Accounts.

Pay Per Use Fee:

A \$5.00 fee will be applied to your account for any business day (based on end-of-day balances) in which an overdraft is created or increased. You also pay interest on the outstanding overdraft amount. There is no charge unless the overdraft is used. This fee option is not available to Quebec residents.

Monthly Fixed Fee:

A fixed monthly fee of \$5.00 is applied to your account at the end of every month regardless of whether the overdraft is created or increased or how many times the overdraft is used in the month. If the overdraft is used, you also pay interest on the outstanding overdraft amount.

Interest:

CIBC's overdraft interest rate is currently 21% per year and may vary from time to time. Interest will be calculated and debited monthly to your account, based on the final daily indebtedness in the account throughout the calendar month. Interest at the rate set by CIBC will apply both before and after the indebtedness becomes payable, before and after the CIBC Overdraft Protection Service Addendum is terminated, and before and after judgment is obtained against you.

Over Limit Fee:

If you have COPS and you are at (or over) your Overdraft Limit, and CIBC chooses to process a debit which overdraws your account, or which exceeds (or further exceeds) your Overdraft Limit, you will pay CIBC a \$5.00 charge (based on end-of-day balances), plus interest, at CIBC's then current overdraft interest rate, on the indebtedness, in addition to the overdraft fee option that applies to your account. If CIBC chooses to allow one or more such debits, it has no obligation to do so again at any time in the future. The Over Limit Fee does not apply to Quebec residents.

Casual Overdrafts:

If you are not covered by CIBC Overdraft Protection Service, and CIBC chooses to process a debit which overdraws your account (based on end-of-day balances), you will pay CIBC a \$5.00 charge, plus interest, at CIBC's then current overdraft interest rate, on the indebtedness. If CIBC chooses to allow one or more such debits, it has no obligation to do so again at any time in the future.

Managing Your Day-to-Day Banking

Once you have your CIBC Debit Card, it's easy for you to access your money to do whatever you want – pay bills, make purchases, transfer money and more.

Direct Deposits:

- Regular deposits, such as your pay, government cheques, investment income payments, etc., can be deposited directly into your account
- You can access your money right away with no holds applied; refer to page 35-36 for our Hold Policy on Cheque Deposits.

Bill Payments:

- Register your bills once and pay your bills easily, quickly and conveniently
- Pay online, by phone or through a CIBC bank machine in Canada
- For your records, you'll get a confirmation number with every payment

Pre-Authorized Payments:

Ensure your bills are automatically paid on time. All you have to do is:

- Contact the company (utility, cable, insurance, etc.)
- Tell them you want to set up pre-authorized payments
- Fill out their pre-authorized payments form
- Have your basic account information or, if you have a CIBC Advantage Debit Card®, your debit card information handy (or you may need to provide a void cheque)

Interac e-Transfer

Send Money:

Send money to anyone with a personal Canadian dollar bank account using CIBC Online Banking and CIBC Mobile Banking.

Autodeposit:

When you register you'll get money sent via *Interac* e-Transfer automatically deposited directly into your bank account without having to answer a security question.

Request Money:

This feature allows you to request money from another person using *Interac* e-Transfer.

- Quick, easy and secure
- All you need is the person's e-mail address or Canadian mobile phone number
- Visit cibc.com to find out more

Personal Banking Services and Fees

The following fees and services may not be included in your monthly account or transaction fees, may be in addition to applicable transaction fees, and may count toward any monthly transaction limit applicable to your account.

Refer to your account features for details. All of these fees apply to personal accounts and, unless otherwise indicated, are applied in Canadian dollars except for U.S. dollar accounts where fees are charged in U.S. dollars.

Service	Fee Per Item
Withdrawals Made at CIBC Bank USA ATMs	▪ No ATM transaction fee ^g ; additional 2.5% administration ⁵
Withdrawals Made at Non-CIBC Bank Machines	-
▪ In Canada (<i>Interac</i> network)	▪ \$2.00 each ^g
▪ In U.S. (Plus* and Visa* networks)	▪ \$3.00 each ^g plus a 2.5% administration fee ⁵
▪ Outside of Canada and U.S. (Plus and Visa networks or other networks we make available)	▪ \$5.00 each ^g plus a 2.5% administration fee ⁵
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 ⁵
Bank Drafts and Money Orders	-
▪ Canadian currency	▪ \$9.95 ^g
▪ U.S. currency	▪ \$9.95 CDN ^g
▪ Foreign currency	▪ \$9.95 CDN ^g
Request for Replacement of Bank Draft or Money Order	-
Note: Some conditions apply. Please ask a CIBC advisor for details.	
▪ Drawn in Canadian currency	▪ No fee
▪ Drawn in U.S. currency or other foreign currency	▪ \$25.00
Counter Cheques	-
When you write a cheque that is not MICR-encoded for your account:	
▪ Canadian currency	▪ \$5.00 ^g
▪ U.S. currency	▪ 0.05% of face value (\$5.00 U.S. min – \$100.00 U.S. max) ^g

^g In addition to transaction fee (if applicable).

Service	Fee Per Item
Online Cheque Viewing <ul style="list-style-type: none"> View images of items online 	- <ul style="list-style-type: none"> \$1.50 per item viewed (free on CIBC Everyday Chequing Accounts, CIBC Smart Accounts, CIBC Smart Plus Accounts, CIBC Premium Growth Accounts and with the paperless record-keeping option²)
Personalized Cheques	<ul style="list-style-type: none"> Fees vary depending on style and quantity⁸
Interac e-Transfer <ul style="list-style-type: none"> Sending an <i>Interac</i> e-Transfer Sending a Request for Money (fee charged per request only upon receipt of requested money) Receiving an <i>Interac</i> e-Transfer/Fulfilling a Request for Money 	- <ul style="list-style-type: none"> \$1.50⁸. The <i>Interac</i> e-Transfer fee is waived on CIBC Smart Accounts, CIBC Smart Plus Accounts and for clients who are enrolled in CIBC Smart Start, CIBC Advantage for Youth, CIBC Smart for Students, CIBC 60 Plus Advantage[®] and CIBC Advantage for Students (on the CIBC Everyday Chequing Account). Clients 65 years of age and older do not pay the <i>Interac</i> e-Transfer fee on any CIBC chequing account.¹ Free⁹
Payment Items (including Cheques, Pre-Authorized Payments and Other Instruments) Rejected or Returned Due to Insufficient Funds in the Account (NSF)	<ul style="list-style-type: none"> \$45.00 every time the payment is presented or represented for payment^{8,h}
Search and Copy of Cheque or Other Item via Telephone Banking or Banking Centre Note: Debit memos are not returned.	<ul style="list-style-type: none"> \$5.00 per item
Stop Payments <ul style="list-style-type: none"> Cheques/Pre-Authorized Payments⁷ - Full Details Provided Cheques/Pre-Authorized Payments⁷ - Full Details Not Provided On <i>Interac</i> e-Transfer 	- <ul style="list-style-type: none"> \$12.50 per request \$20.00 per request \$3.50 per request
Wire Payments	Note: Outgoing wire fees will be charged in Canadian currency. For wires from foreign currency accounts (including U.S. accounts), the equivalent fee will be charged in the same currency as the account using an exchange rate set by CIBC on a date determined by CIBC.
Outgoing Wire Payments <ul style="list-style-type: none"> \$10,000 or less 	<ul style="list-style-type: none"> \$30.00 per payment¹⁰
Outgoing Wire Payments <ul style="list-style-type: none"> \$10,000.01 - \$50,000 	<ul style="list-style-type: none"> \$50.00 per payment¹⁰
Outgoing Wire Payments <ul style="list-style-type: none"> Greater than \$50,000 	<ul style="list-style-type: none"> \$80.00 per payment¹⁰
Incoming Wire Payments <ul style="list-style-type: none"> Canadian and U.S. currency 	<ul style="list-style-type: none"> \$15.00 per payment¹⁰ (charged in the same currency as the incoming payment and deducted from the incoming payment amount)
Incoming Wire Payments <ul style="list-style-type: none"> Other currencies 	<ul style="list-style-type: none"> \$15.00 CDN per payment¹⁰ (converted to the same currency as the incoming payment using an exchange rate set by CIBC on a date determined by CIBC and deducted from the incoming payment amount)

⁸ In addition to transaction fee (if applicable).

^h Merchants and other payees may present a rejected/returned item multiple times and a fee will be charged each time.

Service	Fee Per Item
Wire Return Fee	<ul style="list-style-type: none"> • \$35.00 per payment¹⁰ <p>Wire return fee is deducted from incoming payment before funds are deposited into account.</p>
Wire Payment Investigation	-
<ul style="list-style-type: none"> • Recall • Trace • Amendⁱ 	<ul style="list-style-type: none"> • \$35.00 per investigation¹⁰ • \$35.00 per investigation¹⁰ • \$35.00 per investigation¹⁰
Inter-Branch Payments (between CIBC banking centres in Canada)	Note: Additional out-of-pocket expenses may apply
<ul style="list-style-type: none"> • \$10,000 or less • \$10,000.01 - \$25,000 • \$25,000.01 - \$100,000 • Greater than \$100,000 	<ul style="list-style-type: none"> • \$15.00 per payment • \$30.00 per payment • \$60.00 per payment • \$100.00 per payment
Account Transfer to Other Financial Institution	-
<ul style="list-style-type: none"> • Transfer bank account (by means of a Balance of Account form) • Transfer from CIBC RRSP/RRIF/ LIF Daily Interest Savings Account/GIC • Transfer from CIBC TFSA Tax Advantage Savings Account[®]/ GIC 	<ul style="list-style-type: none"> • \$19.50 per account • \$100.00 per transfer • \$100.00 per transfer
Search for Accounts	-
<ul style="list-style-type: none"> • Search for accounts of deceased or incapacitated persons • Letter to confirm account balance, interest, etc., if required 	<ul style="list-style-type: none"> • \$6.50 per name per banking centre (minimum \$22.00 plus applicable taxes) • Free
Collection Items Incoming Collections	CIBC will charge a fee to other financial institutions requesting collection of items drawn on CIBC accounts and will deduct the fee from the amount paid to the other financial institution.
Cheques Written in Currencies Other than the Account Currency	<ul style="list-style-type: none"> • \$20.00[§] per cheque
Copy of Statement	<ul style="list-style-type: none"> • \$5.00 per statement

[§] In addition to transaction fee (if applicable).

ⁱ Wire amendment fees may apply to both incoming and outgoing wire payments.

Safety Deposit Boxes

Safety deposit boxes are available in a variety of sizes and prices; some common examples with approximate dimensions are shown in the chart below. Rent is always paid in advance.

The following fees are applied in Canadian dollars except where otherwise noted.

Box Size	Price/Year ^j
1 1/2" x 5" x 24"	\$60.00
2 1/2" x 5" x 24"	\$85.00
3 1/4" x 5" x 24"	\$90.00
5" x 5" x 24"	\$150.00
2 1/2" x 10 3/8" x 24"	\$175.00
5" x 10 3/8" x 24"	\$350.00
10" x 10 3/8" x 24"	\$400.00

Note: Please contact your banking centre or CIBC advisor for details on fees for other safety deposit box sizes.

Safety Deposit Box Closing

If your box is closed within one year after it is opened, CIBC will refund the rent based on the months remaining, up to a maximum of 6 months.

If your box is closed after the first full year, CIBC will refund your rent pro-rated on the remaining months in the term.

The following fees are applied in Canadian dollars except where otherwise noted.

Replacement Services ^k	Fees
Replacement of lost keys	\$15.00 per key
Drilling of box and replacement of lost keys	\$100.00

Dormant (Inactive) Accounts

A CIBC Account is considered dormant if you have not initiated any transactions for a 24-month period. Dormant accounts that receive a monthly statement will automatically be switched to quarterly statements.

The following fees are applied in Canadian dollars except where otherwise noted.

Status	Fees/Year ^{l,m}
Dormant for 2, 3 or 4 years	\$20.00
Dormant for 5, 6, 7 or 8 years	\$30.00
Dormant for 9 years	\$40.00

Note:

Fees for U.S. dollar accounts are charged in U.S. dollars. After 10 years, if your account remains dormant, your Canadian dollar balance is transferred to the Bank of Canada.

To activate a dormant account, you can:

- Make a deposit, withdrawal, transfer or bill payment at any CIBC banking centre or CIBC bank machine in Canada^f
- Deposit a cheque with your mobile device using CIBC eDeposit[®]
- Make a withdrawal at any other bank machine displaying the *Interac*, Visa or Plus logo^f
- Make a debit purchase^f
- Call CIBC Telephone Banking at [1 800 465-CIBC \(2422\)](tel:1800465-CIBC)

^f A transaction fee may apply.

^j Plus applicable taxes.

^k Fees will be charged in Canadian currency. Plus applicable taxes.

^l Or the account balance, whichever is less.

^m Not applicable to accounts where all accountholders are 18 years of age or younger.

Services to Non-CIBC Bank Account Clients

- Non-CIBC clients who make withdrawals at CIBC ATM machines will be charged up to \$5.00 per item
- If a banking centre chooses to negotiate a CIBC cheque from a non-CIBC bank account client – \$5.00 each

Note:

Fees do not apply to payment of Government of Canada remittances or cashing of Government of Canada cheques. Refer to page 35 for information on how to cash Government of Canada cheques.

Account Conversion

The following applies if you change your account type prior to the end of the final business day of the month.

For account types with a different fee structure, all transactions during that month (including those made before the change) will be subject to the fees under the fee structure that applies to your new account type at the end of the month. However, any fees which have already been paid or deducted from your account during the month (e.g., for money orders) will not be refunded upon conversion.

For account types with different interest rate terms, interest will be calculated up to and including the day prior to account conversion and paid based on the old account terms, and will be calculated from and including the day conversion takes effect and paid based on the new account terms.

Accounts No Longer Offered

Fees for the following accounts:

- CIBC Personal Chequing Account^a
- CIBC EverydayPlus[®] Account^a
- CIBC Waive Account[®]
- CIBC Chequing Savings Account¹¹

Feature ^b	CIBC Personal Chequing Account	CIBC EverydayPlus Account	CIBC Waive Account	CIBC Chequing Savings Account
Transactions ^c	<ul style="list-style-type: none"> • \$1.25 eachⁿ <p>Note: If you maintain a minimum end-of-day balance of \$1,500 each day during the month in this account, we will rebate your transaction fees^e on the account.</p>	<ul style="list-style-type: none"> • \$11.95/month for 0–25 transactions • \$1.25 for transactions above 25 	<ul style="list-style-type: none"> • \$3.90/month for 0–10 transactionsⁿ • \$1.25 for transactions above 10ⁿ <p>Note: If you maintain a minimum end-of-day balance of \$1,500 each day during the month in this account, we will rebate your transaction fees^e and your monthly fee on the account.</p>	<ul style="list-style-type: none"> • \$1.25 eachⁿ <p>Note: If you maintain a minimum end-of-day balance of \$1,500 each day during the month in this account, we will rebate your transaction fees^e on the account.</p>
<i>Interac</i> e-Transfer service	Clients 65 years of age and older do not pay the <i>Interac</i> e-Transfer fee on any CIBC chequing account. ^f	Clients 65 years of age and older do not pay the <i>Interac</i> e-Transfer fee on any CIBC chequing account. ^f	Clients 65 years of age and older do not pay the <i>Interac</i> e-Transfer fee on any CIBC chequing account. ^f	Clients 65 years of age and older do not pay the <i>Interac</i> e-Transfer fee on any CIBC chequing account. ^f
CIBC Smart for Seniors monthly fee discount	Clients 65 years of age or over will automatically be enrolled in CIBC Smart for Seniors and receive up to a \$4.00 monthly fee discount.	Clients 65 years of age or over will automatically be enrolled in CIBC Smart for Seniors and receive a \$6.00 monthly fee discount.	Clients 65 years of age or over will automatically be enrolled in CIBC Smart for Seniors and receive a \$3.90 monthly fee discount.	N/A

^a This is a non-interest bearing account.

^b Additional fees may apply to the operation of your account(s) or if you switch account types; refer to pages 27-31 for details.

^c Refer to Additional Account Details on page 25 for the definition of “transaction” and other important information. Any free or unused transactions cannot be carried forward for use in subsequent months.

^f A transaction fee may apply.

ⁿ The fees eligible for this waiver are indicated with an “n” in this chart.

Record-Keeping:	CIBC Personal Chequing Account	CIBC EverydayPlus Account	CIBC Waive Account	CIBC Chequing Savings Account
Paperless option ²	Free	Free	Free	Free
Monthly statement	\$2.25/month ⁿ	\$2.25/month	\$2.25/month ⁿ	\$2.25/month ⁿ
Quarterly statement	\$0.75/month ⁿ	\$0.75/month	\$0.75/month ⁿ	\$0.75/month ⁿ
Monthly statement with cheques imaged ³	\$2.75/month	\$2.75/month	\$2.75/month	N/A
Interim statement	\$4.50 each	\$4.50 each	\$4.50 each	\$4.50 each

Fees for the following accounts:

- CIBC Investor's Rate Account[®]
- CIBC Daily Interest Savings Account
- CIBC Regular Savings Account

If you maintain a minimum end-of-day balance of \$5,000 each day during the month in these accounts, we will rebate your transaction fees⁶ on the account.

Feature^b	CIBC Investor's Rate Account[®]	CIBC Daily Interest Savings Account	CIBC Regular Savings Account
Transactions ^c	\$1.25 each ⁿ	\$1.25 each ⁿ	\$1.25 each ⁿ

Record-Keeping^b	CIBC Investor's Rate Account[®]	CIBC Daily Interest Savings Account	CIBC Regular Savings Account
Paperless option ²	Free	Free	Free
Monthly statement	\$2.25/month ⁿ	\$2.25/month ⁿ	\$2.25/month ⁿ
Quarterly statement	\$0.75/month ⁿ	\$0.75/month ⁿ	\$0.75/month ⁿ
Monthly statement with cheques imaged ³	\$2.75/month	N/A	N/A
Interim statement	\$4.50 each	\$4.50 each	\$4.50 each

Clients 65 years of age or over receive free transactions and free monthly statements, quarterly statements and monthly statements with cheques imaged³.

Fees for the following accounts:

- CIBC Premium Growth Account
- CIBC Bonus Savings Account

Feature^b	CIBC Bonus Savings Account	CIBC Premium Growth Account
Transactions ^c	1 free/month and \$5.00 for each additional transaction	\$1.50 each
Online cheque viewing	N/A	Free

Record-Keeping	CIBC Bonus Savings Account	CIBC Premium Growth Account
Paperless option ²	Free	Free
Monthly statement	\$2.25/month	\$2.25/month
Quarterly statement	\$0.75/month	\$0.75/month
Monthly statement with cheques imaged ³	\$2.75/month	\$2.75/month
Interim Statement	\$4.50 each	\$4.50 each
CIBC Smart for Seniors	N/A	Clients 65 years of age or over receive 2 free transaction/month, and free monthly statements, quarterly statements and monthly statements with cheques imaged ³ .

^b Additional fees may apply to the operation of your account(s) or if you switch account types; refer to pages 27-31 for details.

^c Refer to Additional Account Details on page 25 for the definition of "transaction" and other important information. Any free or unused transactions cannot be carried forward for use in subsequent months.

ⁿ The fees eligible for this rebate are indicated with an "n" in this chart

Benefits No Longer Offered

CIBC Advantage® for Youth

Clients who enrolled in CIBC Advantage for Youth on the CIBC Premium Growth Account prior to April 18, 2022 continue to qualify for the following benefits:

- Free transactions^c
- Unlimited *Interac* e-Transfer service included¹
- Free online cheque viewing
- Free paperless², monthly statement, quarterly statement or monthly statement with cheques imaged³ record-keeping
- Interim statement - \$4.50 each.

Once you turn 19, your account is no longer eligible to earn higher than regular interest for Youth and standard fees will automatically apply. This means your CIBC Premium Growth Account will be charged fees for each transaction^c and record-keeping options other than paperless, as outlined on page 32.

CIBC 60 Plus Advantage®

Clients who enrolled in CIBC 60 Plus Advantage prior to September 1, 2017 continue to qualify for the following benefits¹²:

- On the CIBC Smart Account, free transactions^c, unlimited *Interac* e-Transfer service, no monthly fee, the fee for 1 non-CIBC ATM withdrawal made in Canada is rebated each month, free online cheque viewing and free record-keeping including paperless², monthly statement, quarterly statement or monthly statement with cheques imaged³.
- On the CIBC Everyday Chequing Account, free transactions^c, no monthly fee, free online cheque viewing and free record-keeping including paperless², monthly statement, quarterly statement or monthly statement with cheques imaged³
- On the CIBC Premium Growth Account, 2 free transactions^c per month and free online cheque viewing
- On the CIBC Personal Chequing Account, CIBC Waive Account, CIBC Investor's Rate Account, CIBC Daily Interest Savings Account and CIBC Regular Savings Account, free transactions^c, no monthly fee and free record-keeping including paperless² option. Benefits are not available on the CIBC Chequing Savings Account or the CIBC EverydayPlus Account. (Note: these accounts are no longer for sale.)
- No \$1.50 *Interac* e-Transfer fee on any CIBC chequing account.^f
- For all accounts: interim statement is \$4.50 each
- Free bank drafts and money orders^f
- \$5.00 off the annual rental of a safety deposit box (any size)

CIBC Everyday Chequing Account with RDSP monthly fee rebate

Clients who enrolled in the CIBC Everyday Chequing Account with RDSP monthly fee rebate prior to April 18, 2022 continue to qualify for the following benefits:

- Up to 12 transactions^c per month with the \$4.00 monthly fee rebated
- \$1.25 for each additional transaction over 12 transactions
- Free online cheque viewing
- Free record-keeping options are available including paperless², monthly statement, quarterly statement or monthly statement with cheques imaged³
- Interim statement - \$4.50 each

CIBC Advantage® for Students

Full-time college, university or CEGEP students who enrolled in CIBC Advantage for Students prior to September 1, 2017 continue to qualify for the following benefits:

- On the CIBC Everyday Chequing Account, free transactions^c, no monthly fee, free online cheque viewing, free *Interac* e-Transfer service and free record-keeping including paperless², monthly statement or monthly statement with cheques imaged³.
- On the CIBC Personal Chequing Account, CIBC Chequing Savings Account, CIBC Waive Account, CIBC Investor's Rate Account, CIBC Daily Interest Savings Account and CIBC Regular Savings Account, free transactions^c, no monthly fee, and free record-keeping including paperless², monthly statement or quarterly statement. Monthly statement with cheques imaged³ is \$2.75/month. (Note: these accounts are no longer for sale.)
- For all accounts: interim statement \$4.50 each.

^c Refer to Additional Account Details on page 25 for the definition of "transaction" and other important information. Any free or unused transactions cannot be carried forward for use in subsequent months.

^f A transaction fee may apply.

Other Important Information

Opening a Personal Bank Account

To complete a personal bank account application, you will need to provide your name, date of birth, occupation, if any, and address, if any. In addition, you will need to provide one piece of valid, original and not substantially defaced government-issued photo identification from the Acceptable Identification List below.

Acceptable Identification List^o:

- A driver's licence issued in Canada, as permitted to be used for identification purposes under provincial law. In Quebec, this can only be used if you volunteer it when asked for identification. In British Columbia, a BC Services Card may indicate it is a Services Card and a driver's licence; either a standalone BC Services Card or a combined BC Driver's Licence and Services Card can be accepted
- A Canadian passport
- A Certificate of Canadian Citizenship or a Certification of Naturalization, in the form of a card but not a commemorative issue
- A Canadian Permanent Resident card
- A Certificate of Indian Status issued by the Government of Canada
- A provincial or territorial health insurance card, as permitted to be used for identification purposes under provincial law. This identification is not valid for Ontario, Manitoba, Nova Scotia or Prince Edward Island. In Quebec, this can only be used if you volunteer it when asked for identification. In British Columbia, a BC Services Card may indicate it is a Services Card and a driver's licence; either a standalone BC Services Card or a combined BC Driver's Licence and Services Card can be accepted
- A document or card, bearing your photograph and signature, issued by any of the following authorities or their successors: Insurance Corporation of British Columbia; Alberta Registries; Saskatchewan Government Insurance; Department of Service Nova Scotia and Municipal Relations; Department of Transportation and Public Works of the Province of Prince Edward Island; Service New Brunswick; Department of Government Services and Lands of the Province of Newfoundland and Labrador; Department of Transportation of the Northwest Territories; Department of Community Government and Transportation of the Territory of Nunavut

Note:

If you cannot provide at least one piece of identification from the Acceptable Identification List above, you may provide two identification documents from a reliable source, including from the Identification Documents List below, one must show your name and date of birth, and the other must show your name and address.

Your account may be set up with limited Access to Deposited Funds Limits (refer to definition on page 36), and CIBC Overdraft Protection Service will not be available to you.

Identification Documents List

- A Certificate of Canadian Citizenship or a Certification of Naturalization, in the form of a paper document but not a commemorative issue
- Citizenship and Immigration Canada Form IMM 1000, IMM 1442, IMM 5292 or IMM 5688
- A health card (without photo) issued by a province or territory (excluding Ontario, Prince Edward Island, Manitoba and Yukon)
- A birth certificate issued in Canada
- Recent notices of tax assessments issued by the Government of Canada or the government of a province, territory or municipality
- Recent statements of benefits from the Government of Canada or the government of a province or territory
- Recent Canadian public utility bills
- Recent bank account or credit card statements
- An eligible foreign passport

Alternatively, you may present one piece of identification from the Identification Documents List above that shows your name and date of birth, if your identity can be confirmed by a client in good standing with CIBC, or an individual in good standing^p in the community in which the banking centre is located.

^o Note that other forms of identification may be acceptable, please contact your nearest banking centre or visit [cibc.com/identification](https://www.cibc.com/identification) for details.

^p The individual in good standing in the community may be required to present identification in accordance with the first paragraph of the Opening a Personal Bank Account section (page 34-35)

CIBC reserves the right to refuse to open an account if one or more of the following circumstances is applicable to the individual requesting the opening of the account:

- CIBC has reasonable grounds to believe that the account will be used for illegal or fraudulent purposes
- The individual has a history of illegal or fraudulent activity in relation to providers of financial services within the seven-year period preceding the account application date
- CIBC has reasonable grounds to believe that the individual, for purposes of opening the account, knowingly made a material misrepresentation in the information provided to CIBC
- CIBC has reasonable grounds to believe that it is necessary to refuse to open the account in order to protect the clients or employees of CIBC from physical harm, harassment or other abuse
- The individual refuses CIBC's request for consent to:
 - Verify the validity of the pieces of identification presented by the individual to CIBC, and/or
 - Verify whether any of the above circumstances are applicable to the individual

If you have concerns, refer to page 37 - 38 for CIBC's complaint resolution process or page 38 for how to contact the Financial Consumer Agency of Canada (FCAC).

Cashing Government of Canada Cheques

CIBC will cash Government of Canada Cheques for up to \$1,750, without charge. The minimum identification requirements to cash a Government of Canada cheque are different from the requirements for opening a personal account. In order to cash a government cheque, you will need:

- One valid, original piece of identification issued by the Government of Canada, or the government of a province or territory, from the Acceptable Identification list above (refer to page 34), if the piece of identification presented has both your photograph and signature; or
- Two valid, original pieces of identification from the Identification Documents List (refer to page 34) - one must show your name and date of birth, and the other must show our name and address; or
- One valid, original piece of identification from the Identification Documents List above (refer to page 34) that shows your name and date of birth, if your identity is also confirmed by a client in good standing with CIBC or by an individual in good standing^p in the community.

If you have concerns, refer to pages 37 - 38 for CIBC's complaint resolution process or page 38 for how to contact the FCAC.

CIBC will also cash certain provincial or municipal government cheques if they are drawn on CIBC or guaranteed by the government. We recommend you open a CIBC Personal Bank Account and set up Direct Deposit so the government (or companies) can deposit your funds directly into your bank account. Authorizing a Direct Deposit will ensure timely receipt in the event of postal delays.

Our Hold Policy on Cheque Deposits to any Personal Deposit Account

For purposes of this policy:

- "Cheque" also includes certified cheques, bank drafts, money orders and other instruments
- Saturday, Sunday and holidays are not business days

Understanding hold periods

When you deposit a cheque in your Personal Bank Account, a hold period may apply to allow time for the cheque to clear. The funds will appear in your account at the time of deposit, but you may not be able to access them until the hold period expires. The day of deposit and hold period expiry are based on the location of the banking centre of your account (not local time where the deposit was made).

Even after the hold period expires, there is no guarantee that a cheque will not be returned to us unpaid. If a cheque is returned unpaid for any reason at any time, either during or after the expiry of the hold period, we have the right to charge the amount of the cheque to your account.

^p The individual in good standing in the community may be required to present identification in accordance with the first paragraph of the Opening a Personal Bank Account section (page 34-35)

How long are funds held?

The length of the hold period for cheques depends on the currency, amount of the cheque and other factors:

- For a CDN\$ cheque drawn on a financial institution's banking centre located in Canada, the normal length of time we will hold funds is four business days after the day of deposit. The maximum hold periods are as follows:

CDN\$ Cheque Amount	Way You Deposit	Maximum Hold Period
\$1,500 or less	In banking centre	4 business days after day of deposit
\$1,500 or less	By CIBC bank machine in Canada or any other way	5 business days after day of deposit
Greater than \$1,500	In banking centre	7 business days after day of deposit
Greater than \$1,500	By CIBC bank machine in Canada or any other way	8 business days after day of deposit

- For a non-CDN\$ cheque drawn on a financial institution's banking centre located in Canada, the normal length of time we will hold funds is 10 business days. The maximum hold period is 20 business days
- For a non-CDN\$ cheque drawn on a financial institution's banking centre located outside of Canada, the normal length of time we will hold funds is 15 business days. The maximum hold period is estimated to be 30 business days

Reasons we may hold the funds beyond the maximum period

We may extend the maximum hold periods in some circumstances, including (but not limited to) where:

- CIBC has reasonable grounds to believe that the deposit is being made for illegal or fraudulent purposes in relation to an account
- An account has been open for less than 90 days
- The cheque:
 - Is not encoded with magnetic ink character recognition or is not readable by operational systems (for example, if damaged or mutilated)
 - Has been endorsed more than once
 - Is deposited six months or more after the date of the cheque

The hold period under these circumstances is estimated to be 30 business days and could be longer for non-CDN\$ cheques drawn on a financial institution's banking centre located outside of Canada.

Access to Deposited Funds Limits

Access to Deposited Funds Limits may apply to cheque deposits you make in a banking centre, at a CIBC bank machine in Canada or any other way. These limits are the dollar amount you will have access to until the hold period expires on your deposit. To ask about your Access to Deposited Funds Limits, call CIBC Telephone Banking 24/7 at [1 800 465-CIBC \(2422\)](tel:18004652422) or visit your nearest banking centre.

CIBC's Hold Policy and Access to Deposited Funds Limits are subject to the Personal Account Agreement, which governs your account.

Balance Alerts

If you provide the necessary contact information to CIBC (email address, Canadian mobile number or registration for CIBC Online Banking or CIBC Mobile Banking) and haven't opted out, for each personal deposit account you open, CIBC will send you an electronic alert when the Available Balance on the account falls below \$100 or an amount set by you. You may opt out of these alerts by following the instructions in the alert message or through CIBC Online Banking or CIBC Mobile Banking. You may change alert preferences through CIBC Online Banking or CIBC Mobile Banking or by contacting CIBC Telephone Banking. Due to their nature, alerts may be intercepted, reviewed or altered by others with access to your account or device(s). CIBC will not be liable for any losses arising out of your use of or inability to use the alerts, or if alerts are delayed or not delivered due to factors beyond CIBC's reasonable control except as may be required by applicable law.

Your Available Balance means the amount of funds in your account less Funds on Hold. This is the amount of money in your account that is available for immediate use, but does not include any overdraft limit (if applicable).

Funds on Hold means cheques deposited to your account which are subject to a waiting period or 'hold' before you are able to withdraw the funds. For more information about holds and CIBC's Hold Policy, refer to pages 35 and 36.

Notice of Fee Changes

If we propose to change a fee or introduce a new fee applicable to your account, we will give you notice in accordance with the “Communicating with You” and “Changing this Agreement” sections of the Personal Account Agreement.

Our commitment to you

At CIBC, we’re committed to giving you the best possible service whenever and however you bank with us. As we build an enduring relationship with you to help make your ambitions reality, our Service Commitment explains what you can expect from us. We feel privileged to serve you and we strive to show it every day.

How we will resolve your complaint

Our team members have the power to resolve your complaint and make things right. And we will do it as quickly as possible. Here’s how to engage our team:

Step 1: Voice your complaint

Our team is here to help. As a first step in the complaint process, please:

- speak with your advisor, relationship manager or other CIBC team member who you are dealing with;
- visit your local banking centre; or
- call CIBC Telephone Banking at [1 800 465-CIBC \(2422\)](tel:18004652422)

Step 2: Escalate your complaint

You may choose to escalate your complaint to one of our Care teams. You have two ways to escalate your concern:

- Ask the person you spoke with in Step 1 to escalate your complaint for you, or
- You can contact the Care team directly at the number given below

If your complaint isn’t resolved by the team member you spoke with in Step 1 within 14 days from the day you voiced it to us, we automatically escalate your complaint to one of our Care teams. We assign your complaint to a Care team member who will review your complaint and respond to you directly.

Personal and Business Banking including Private Banking Clients:

Contact the Client Care Centre by:

Telephone: [1 800 465-2255](tel:18004652255)

Online: www.cibc.com/escalate

Mail: CIBC Client Care
P.O. Box 15, Station A
Toronto ON M5W 1A2

Step 3: Appeal the decision

If you don’t accept the response you get from the team member in Step 2, you can appeal the decision. You can ask to have your complaint escalated to the CIBC Client Complaint Appeals Office (CCAO). You may also contact the CCAO directly.

The CCAO is part of CIBC. Its mandate is to review your complaint and provide a response that’s objective and unbiased to resolve matters with you. The CCAO is not an independent dispute resolution service. However, in an effort to be impartial, they do not report directly to any business area at CIBC. It can take the CCAO 3 to 5 weeks to complete an investigation depending on the nature and complexity of your complaint. Any statutory limitation periods that apply to your case will continue to run while the CCAO reviews your complaint, which may impact your ability to begin a civil action.

You can contact the CCAO by:

Telephone: [1 888 947-5207](tel:18889475207)
Online: www.cibc.com/appeal
E-mail: clientcomplaintappeals@cibc.com
Mail: CIBC Client Complaint Appeals Office
P.O. Box 342, Commerce Court Toronto
ON M5L 1G2

If you do not accept the decision of the CCAO, or when 56 days have elapsed after CIBC received your complaint, you can contact the Ombudsman for Banking Services and Investments (OBSI) whose purpose is to review your complaint.

Independent Consumer Support Agencies

In addition to CIBC's service commitment to you, there are a number of external agencies that monitor Canada's financial industry to ensure compliance and reliable access to financial services. You can raise your complaint to these agencies.

Ombudsman for Banking Services and Investments (OBSI)

OBSI is independent from CIBC. You have the right to ask OBSI to review your complaint about banking products and services or investments. After the CCAO investigation, you have up to six months after the date of CIBC's response to you to contact OBSI. OBSI reserves the right to decline requests for investigations after six months have passed since CIBC responded to your complaint.

Where appropriate, OBSI may ask the CCAO to help them find the earliest possible resolution of your complaint.

You can reach the OBSI by:

Telephone: [1 888 451-4519](tel:18884514519)
Fax: 1 888 422-2865
E-mail: ombudsman@obsi.ca
Online: www.obsi.ca
Mail: Ombudsman for Banking Services and Investments
20 Queen Street West, Suite 2400
P.O. Box 8
Toronto ON M5H 3R3

The Financial Consumer Agency of Canada (FCAC)

The FCAC supervises federally regulated financial institutions, including CIBC. The FCAC ensures compliance with federal financial consumer protection measures. For example, financial institutions must give consumers information about their fees, interest rates and complaint handling procedures. The FCAC also helps educate consumers and monitors voluntary codes of conduct and public commitments designed to protect consumers' interests. If you have a regulatory complaint or a complaint concerning a voluntary code of conduct or public commitment, you can reach the FCAC by:

Telephone: [1 866 461-3222](tel:18664613222) (English) or [1 866 461-2232](tel:18664612232) (French)
Online: www.canada.ca/en/financial-consumer-agency.html
Mail: Financial Consumer Agency of Canada
427 Laurier Ave. West, 6th Floor
Ottawa ON K1R 1B9

The FCAC will find out whether the financial institution is in compliance with regulations, voluntary codes of conduct or public commitments. However, the FCAC will not resolve individual consumer complaints.

Office of the Privacy Commissioner of Canada

If your complaint involves a privacy issue you may contact the Office of the Privacy Commissioner of Canada:

Telephone: [1 800 282-1376](tel:18002821376)

Online: www.priv.gc.ca

Mail: 30 Victoria Street
Gatineau QC K1A 1H3

Voluntary Codes of Conduct and Public Commitments

As part of our Service Commitment to you, CIBC has adopted a number of voluntary codes of conduct and public commitments. You can expect that we will observe these codes and commitments when you do business with CIBC.

For more information on these voluntary codes and commitments, please visit cibc.com or any CIBC banking centre to obtain a copy of *Our Service Commitment to You* brochure.

General Terms and Conditions

Your Personal Account Agreement contains important terms and conditions governing your account. Please be sure to read it.

CIBC may change the terms or features of any account, or replace any account with another type of account from time to time with or without notice or consent unless notice or consent is required by law.

Personal accounts are for personal use only. Businesses (including sole proprietorships) must obtain a CIBC business account.

In most cases, transactions done at a banking centre, a bank machine inside, or outside of Canada, and *Interac* Debit purchases or Visa Debit purchases after 6:00 p.m. local time, will have a transaction date of the next business day. Transactions done through CIBC Telephone Banking, CIBC Online Banking and CIBC Mobile Banking after 6:00 p.m. (Eastern Time) will have a transaction date of the next business day.

Please note that Saturday, Sunday and holidays are not considered business days. Any fees or interest, if applicable, will be calculated from the transaction date, unless specified otherwise for certain accounts.

Fees are calculated for the calendar month up to and including the final business day of the month. Such fees are dated the final calendar day of the month but are not posted until the first business day in the following month.

Interest is credited to your account as of the last business day in the interest period. However, the interest cannot be withdrawn, and will not be printed at banking centre terminals or at CIBC bank machines in Canada, nor made available through CIBC Telephone Banking, CIBC Online Banking or CIBC Mobile Banking until two business days after the end of the interest period. Interest rates quoted are annual and are subject to change without prior notice and are displayed on interest rate sheets in banking centres.

If your account pays interest based on the minimum monthly or minimum semi-annual balance, a deposit made on the first business day of the period is credited as if it were actually made on the first calendar day (if earlier).

Seven days' prior notice may be required for withdrawals by cheque or otherwise.

U.S. currency coins deposited into any CIBC account (Canadian or U.S. dollar) will be treated as if they were Canadian currency coins.

Digital or electronic representations of cheques and other instruments, or the relevant information from the cheque or instrument, may be made or captured and used by financial institutions involved in the exchange and clearing of payments in Canada and elsewhere, in which case the original paper item may be destroyed and not returned to you. CIBC is entitled to act upon such a representation or information for all purposes as if it were the original paper item. CIBC and other financial institutions may reject any cheque or other instrument that does not comply in all respects with all applicable by-laws, regulations, rules and standards of CIBC and the Canadian Payments Association.

CIBC may act upon any instructions or other information relating to your account or dealings that are provided by mail, non-secure methods of electronic communication¹³, or other delivery method CIBC approves for use by you from time to time. If we choose to, CIBC will be authorized to rely and act upon any such instructions or other information that we receive from you or in your name. CIBC reserves the right, but not the obligation, to first obtain verbal or written confirmation before executing any such instructions. CIBC does not have to act upon any such instructions or other information if we are unsure whether they are accurate or are really from you, or if we do not understand them. If you send instructions or notice to us through ordinary mail, it must be sent to the branch of account unless we agree otherwise. Instructions or other information received by mail, non-secure methods of electronic communication¹³, or other delivery method will be considered to be received by CIBC only during the usual business hours of, and when it is brought to the attention of the officer at, the branch of account to whom it is addressed. Instructions or information not addressed to any particular person will be considered to be addressed to the manager of the branch of account. If you need to send instructions or other information to more than one CIBC office, you will send separate communications to each of them. For example, if you hold accounts at multiple CIBC branches, you must send separate notices to each CIBC branch or office.

You understand that non-secure methods of electronic communication¹³ are not secure means of communication and that CIBC does not use encryption or digital signatures for incoming or outgoing e-mail. You also understand that CIBC does not recommend that customers use non-secure methods of electronic communication¹³ for any confidential purposes or share their Internet access with others. If you nonetheless choose to do so, you assume full responsibility for the risks of doing so. These risks include, without limitation, the possibility that:

- someone other than the intended recipient could receive, intercept, read, retransmit or alter your messages;
- messages could be lost, delivered late, or not received;
- someone could send unauthorized messages under your name or your identity;
- computer viruses could be spread by e-mail causing damage to computers, software or data. We therefore recommends that all customers use up-to-date virus-checking software.

For more information

talk to a CIBC advisor

visit your nearest banking centre

visit cibc.com

call [1 800 465-CIBC \(2422\)](tel:18004652422)

CIBC Cardholder Banking Service Agreement

(applies to CIBC Debit Cards which are Interac Flash® enabled or issued on or after November 17, 2014)

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

1. Application

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

2. Your Responsibilities

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

3. Liability for Losses

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

4. Account Access

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

5. Replacement and Use of Your Debit Card

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

6. Transactions with Merchants

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

7. Provisions for CIBC Advantage Debit Card Only

- a) Transactions:
 - i) In Canada: Where INTERAC Debit is accepted, Transactions are processed through the INTERAC network.
 - ii) Outside of Canada: Where Visa cards are accepted, Transactions are processed through the Visa network (or any other network Visa makes available for use).
 - iii) Card Not Present Transactions: Where Visa Debit is accepted, Transactions are processed through the Visa network.
- b) Purchases, Refunds and Adjustments: Debits and credits for Transaction(s) may not appear in your Account on or effective the same day as the purchase or return/adjustment.
- c) Disputes with Merchants For Visa Network Transactions: Despite paragraph 6(a), if you have a dispute with a merchant about a purchase processed through the Visa network and you have been unsuccessful in first resolving the dispute with the merchant, you may contact CIBC. In this case, you must tell us of the dispute within 60 days of the later of the date of purchase and the expected date of delivery. In some circumstances, such as where the merchant has not provided you with the goods or services you purchased or the goods or services are not as described, we may be able to assist you (but not in the case of disputes about quality or suitability, nor can we assist you with PIN-authorized Transactions). If the Transaction is reversed you assign us all the rights you have against the merchant concerning the Transaction.
- d) Advance Payment Transactions: When you conduct Advance Payment Transactions, including reserving goods and/or services such as hotel reservations or car rentals, the funds will be debited immediately from your Account by the Merchant and the amount may be different from the final purchase amount.
- e) Authorizing Transactions: For Card Not Present Transactions, some merchants may process an authorizing Transaction (which may exceed the amount of your purchase). This authorizing Transaction will remove the funds from your Account and it will later be reversed. The reversal may occur after the purchase Transaction is processed.
- f) INTERAC Flash: If a CIBC Advantage Debit Card is enabled with INTERAC Flash, CIBC will select and link an Account to your Debit Card. INTERAC Flash Transactions will default to the pre-selected Account. INTERAC Flash functionality will be activated by conducting a successful PIN Transaction at a Debit Card reading terminal. You can have INTERAC Flash disabled or re-enabled by calling CIBC Telephone Banking or by visiting any CIBC branch.
- g) Restricted Transactions: Your CIBC Advantage Debit Card cannot be used to receive credits for online gambling transactions, wire transfers, money transfers or gains/dividends from investment instruments.

8. Dispute Resolution with CIBC

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

9. Termination of Service or this Agreement

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

10. Additional Debit Card Services

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

11. Instructions and Records

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

12. Foreign Currency Transactions

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

13. Service Fees

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

19. Contacting CIBC

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

- [1 800 465-CIBC \(2422\)](tel:18004652422) (Canada and U.S.) or [1 902 420-CIBC \(2422\)](tel:19024202422) (international)

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

- [1 800 663-4575](tel:18006634575) (Canada and U.S.) or [514 861-9898](tel:5148619898) (international)

20. General Definitions

In this Agreement, these capitalized terms have this meaning:

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

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

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

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

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

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

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

"Credit Card" means a CIBC credit card.

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

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

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

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

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

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

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

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

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

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

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

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

April 2023



Protecting your deposits

Canada Deposit Insurance Corporation (CDIC) is a federal Crown corporation that insures more than \$1 trillion in deposits held in member institutions. CDIC is fully funded by our members and coverage is free and automatic – you don't have to sign up.

CDIC protects eligible deposits in Canadian and foreign currency for up to \$100,000 (Canadian dollars) in each of CDIC's insurance categories.

What's covered?

- Deposits in Canadian or foreign currency (including via payroll, Interac e-transfer, or cheque)
- Guaranteed Investment Certificates (GICs)
- Other term deposits

What's not covered?

- Mutual funds
- Stocks and bonds
- Exchange Traded Funds (ETFs)
- Cryptocurrencies

Example: Jane Doe has placed the following funds at a CDIC member institution. Here's what does ✓ and does not ✗ qualify for CDIC coverage:

\$ 40,000 in a GIC ✓
 \$ 25,000 in a savings account ✓
 \$ 25,000 in a chequing account ✓
 \$ 130,000 in mutual funds ✗

.....
 \$220,000 = Total Portfolio
 \$ 90,000 = Total Eligible Deposits
 \$ 90,000 = Total Deposits Protected by CDIC

Jane's GIC, savings and chequing accounts are in her name only and all qualify for CDIC coverage within the same coverage category (deposits held in one name). As a result, total amounts in these accounts are combined and are insured for up to a total of \$100,000 in the event of a member institution's failure.

A word about financial service providers, products and deposit protection

CDIC deposit insurance may be available for eligible financial products offered by a CDIC member, another financial institution, a broker, a third-party financial service provider (for example, a financial technology company), or other providers. To find out if your deposits are protected by CDIC, speak to your financial service provider.

What happens if a CDIC member fails?

In the unlikely event of failure of a CDIC member institution, CDIC provides access to insured funds (including interest) within days. It's automatic – we will contact you.

What you can do

- Know what is covered and what is not
- Keep your address, phone number and email up-to-date at your financial institution
- Ask your broker or financial advisor about CDIC's rules for deposits held in trust including keeping up-to-date beneficiary information

Want to know more?

Visit our website

[cdic.ca](https://www.cdic.ca)

Call us

1-800-461-2342

Follow us



This document contains general information and is not intended as legal or financial advice.

Consent to Electronic Delivery of Documents (Bank Accounts)

Consent to Receive Documents Electronically: You consent to receive the following account documents and information (“documents”) electronically from CIBC:

- account statements
- disclosure documents including terms and conditions, interest rates, premiums and fees
- notifications and communications including confirmations and notices of changes to your Personal Account Agreement, CIBC Cardholder Banking Service Agreement, interest rates, and fees, and
- any other documents we are required by law to provide in writing.

When Consent Takes Effect: Your consent for electronic delivery of documents takes effect immediately, but you may continue to receive paper documents by mail for some time. Your consent to electronic delivery will replace all your current settings, preferences and alerts for your account

Paper Documents: We may provide you with documents by mail if we consider it appropriate or if we are unable to provide them electronically (including where documents are not currently in digital form).

Availability: Your statements are available in CIBC Online Banking® and the CIBC Mobile Banking® App. You can access them from cibc.com and are accessible for seven years after they are posted. Notifications may appear on the statements themselves.

Other documents may be delivered to you as follows and you are responsible for retaining a copy of these electronic documents:

- made available in your Message Centre in CIBC Online Banking or as links in Message Centre notifications. Message Centre notifications are accessible for 13 calendar months after they’re posted, unless you delete them.
- presented to you when you sign into CIBC Online Banking or as part of a banking transaction or selection. These documents may only be available at the time they are presented.
- made available in your Digital Vault in CIBC Online Banking. These documents are accessible for at least 90 days. We will usually send a notification to your Message Centre that the document is available in your Digital Vault.
- sent by email or text message, if you have provided us with your personal email address or mobile phone number.

Jointly Held Accounts: If you have a jointly held account and have agreed that documents in respect of that account may be provided to only one of the joint account holders on behalf of all other joint account holders, you confirm by consenting that you have the approval of your joint account holder(s) to give this consent on their behalf. You also agree to inform them of this consent, the ability to revoke this consent, and any documents that are delivered to you electronically.

Contact Information: You are responsible for keeping your contact information, including your Mobile phone number and email address up to date to ensure you receive your documents electronically and/or in paper.

Revoking Your Consent: If you would like to revoke your consent for electronic delivery, you can change your preferences by visiting CIBC Online Banking or a CIBC Banking Centre, or calling Telephone Banking at [1-800-465-2422](tel:1-800-465-2422). You may still receive electronic delivery of documents issued by us before your revocation takes effect.

Changes to this Consent: We may change any terms and conditions of this consent from time to time and a notice of the change will be: i) sent to your Message Centre; (ii) posted on CIBC’s website; (iii) provided in your statement; (iv) sent to the last email address you provided in our records; or (v) mailed to you at your last address in our records. If you access CIBC Online Banking after the effective date of the change, it will mean that you have agreed to the change. If you do not agree to a change, you must immediately revoke your consent as provided under “Revoking Your Consent” above.

\$600 Offer for New CIBC Chequing Account and eAdvantage[®] Savings Account

Terms and conditions

Offer

Starting June 25, 2024 at 12:01 a.m. (ET) you can earn: (i) a \$400 cash reward (“\$400 Cash Reward”) when you open and use your first CIBC Smart™ Account or first CIBC Smart Plus Account (each a “Chequing Account”), plus (ii) an additional \$200 cash reward (“\$200 Cash Reward”) when you open and use your first CIBC eAdvantage Savings Account (“eSA”).

1. Chequing Account Offer: Get a \$400 Cash Reward

Eligibility

The \$400 Chequing Account offer is open to residents of Canada who: (i) are age 25 and older (if opening a CIBC Smart Account) or have reached the age of majority (if opening a CIBC Smart Plus Account), (ii) from January 1, 2021 to the time of opening the Chequing Account, were not a holder of any CIBC chequing account as determined by CIBC on the basis of its official records, and (iii) are not CIBC employees or retired CIBC employees. For joint Chequing Accounts, all joint accountholders must be eligible at the time of opening the account to qualify. Unless otherwise indicated, this offer cannot be combined with any other chequing account offer, rebate, reward, or the CIBC Smart Start or CIBC Smart for Students benefit on the CIBC Smart Account.

To qualify for the Chequing Account offer, you must:

1. Open your first Chequing Account; **and**
2. Provide a valid email address for any one of the accountholders at the time of opening the Chequing Account if one has not already been provided. The email address must remain on file and be valid for at least one (1) year; **and**
3. Within two (2) months after the month you open the Chequing Account, set up and execute the following transactions within the Chequing Account (each a “Qualifying Action”):
 - i) one (1) or more **recurring direct deposit(s)** in a minimum aggregate amount of \$500 per month from your employer, the government or your pension into the Account (see Appendix “A” for examples). The direct deposit(s) must recur either weekly, biweekly, monthly or twice per month, and remain in place for at least one (1) year after the month that the Chequing Account was opened; **and**
 - ii) one (1) of the following three (3) Qualifying Actions from the Chequing Account:
 - a) two (2) separate **recurring pre-authorized debits** to be withdrawn within the same calendar month. The pre-authorized debits must recur either weekly, biweekly, monthly or twice per month, and remain in place for at least one (1) year after the month that the Chequing Account was opened. Examples include: a pre-authorized bill payment to a service provider (i.e. utility bill, gym membership) or pre-authorized payment to a CIBC mortgage or loan; or
 - b) five (5) eligible **Visa* Debit purchases** within the same calendar month (see Eligible Visa Debit Purchases below for eligibility details); or
 - c) two (2) **online bill payments** to a service provider through CIBC Online Banking or the CIBC Mobile Banking App (of at least \$50 each) within the same calendar month. A payment from your Chequing Account to a CIBC credit card or personal line of credit does not qualify as a bill payment.

“Eligible Visa Debit Purchases” are purchases made with your CIBC Advantage Debit Card[®] from your Account online, in-app, by phone or by mail order at participating retailers that accept Visa* Debit, as well as in-store in the U.S. and internationally where Visa is accepted. Point of sale purchases made in Canada and “Cash Like Transactions” are not considered to be an Eligible Visa Debit purchase; a “Cash-Like Transaction” refers to a transaction involving the purchase of items directly convertible into cash, such as casino gambling chips. Purchase date will be the date the transaction is posted to your Chequing Account.

We reserve the right to determine if a transaction is considered a Qualifying Action. See **Offer fulfillment and conditions** for consequences if recurring Qualifying Actions are cancelled.

2. Additional Savings Account (eSA) Offer: Get a \$200 Cash Reward

Eligibility

The \$200 eSA offer is open to residents of Canada: (i) who have reached the age of majority in their province or territory of residence, (ii) from January 1, 2021 to the time of opening their eSA, were not a holder of an eSA as determined by CIBC on the basis of its official records, and (iii) are not CIBC employees or retired CIBC employees. For joint eSAs, at least one joint account holder must be eligible at the time of opening the eSA. Unless otherwise indicated, this offer can be combined with other eSA offers.

To qualify for the additional \$200 eSA offer, you must:

1. Complete all steps required to receive the \$400 Chequing Account offer; and
2. Open your first eSA within the same calendar month as your Chequing Account; and
3. At the end of the second calendar month after the month you opened your eSA, establish a minimum closing balance of \$10,000 in your eSA; and
4. Maintain a daily closing balance of at least \$10,000 for three additional (3) consecutive calendar months. If your daily closing balance falls below \$10,000 at any point during the three (3) month period, you will not qualify for the additional \$200 reward.

Example timeline of how the offer works

	If you plan to open your new accounts in the month of June	You will need to complete the following Qualifying Actions	The Cash Reward will be paid out no later than
To qualify for the \$400 Cash Reward	Open your first CIBC Smart Account or CIBC Smart Plus Account by June 30	Complete Qualifying Actions by August 31 (two months after the month of opening the Chequing Account)	January 31, 2025
To qualify for the \$200 Cash Reward	Ensure you have taken all steps above to qualify for the CIBC Smart Account or CIBC Smart Plus Account Offer; open your first CIBC eAdvantage Savings Account by June 30	Establish a minimum closing balance of \$10,000 by August 31 (two months after month of opening the eSA), and maintain a daily closing balance of at least \$10,000 for an additional 3 consecutive calendar months starting September 1 until November 30.	January 31, 2025
	If you plan to open your new accounts in the month of July	You will need to complete the following Qualifying Actions	The Cash Reward will be paid out no later than
To qualify for the \$400 Cash Reward	Open your first CIBC Smart Account or CIBC Smart Plus Account by July 31	Complete Qualifying Actions by September 30 (two months after the month of opening the Chequing Account)	February 28, 2025
To qualify for the \$200 Cash Reward	Ensure you have taken all steps above to qualify for the CIBC Smart Account or CIBC Smart Plus Account Offer; open your first CIBC eAdvantage Savings Account by July 31	Establish a minimum closing balance of \$10,000 by September 30 (two months after month of opening the eSA), and maintain daily closing balance of at least \$10,000 for an additional 3 consecutive calendar months starting October 1 until December 31.	February 28, 2025

Offer limits

Limit of one (1) \$400 Cash Reward and one (1) \$200 Cash Reward per eligible client. For joint accounts, only one (1) \$400 Cash Reward is available per Chequing Account and only one (1) \$200 Cash Reward is available per eSA.

Offer fulfillment and conditions

If you qualify to receive both the \$400 Cash Reward and the \$200 Cash Reward (collectively, the "Cash Rewards"), \$400 will be credited directly to the Chequing Account and \$200 will be credited directly to the eSA. Payment of the Cash Rewards will be made within seven (7) months after the month that you have opened the accounts.

If multiple Chequing Accounts and/or eSAs are opened on the same day, CIBC reserves the right to credit the \$400 Cash Reward to any qualifying Chequing Account and credit the \$200 Cash Reward to any qualifying eSA, respectively. If a Chequing Account or eSA is opened on the same day as another CIBC chequing or savings account, CIBC reserves the right to choose which offer to provide and to which accounts if the offers cannot otherwise be combined. The Cash Rewards must be accepted as provided and is not transferable or assignable. No Cash Rewards substitutions will be permitted.

If you do not receive the Cash Rewards, you have until nine (9) months after the month that the accounts were opened to tell us that the Cash Rewards were not received. If you do not tell us by this time, you will be deemed to have forfeited your right to the Cash Rewards and to have not qualified for the offer.

If you downgrade, convert or close your Chequing Account or eSA, or cancel any recurring Qualifying Actions at any time before one (1) year after the month that the accounts were opened, we reserve the right to disqualify you from receiving the Cash Rewards or if any of the Cash Rewards have been paid, we reserve the right to withdraw from your Chequing Account and eSA, or any of your accounts with CIBC, the value of the Cash Rewards even if this places you into overdraft. If you do not have a CIBC bank account with us at that time, we may send you an invoice for the value of the Cash Reward(s), which you agree to pay within 30 days of its postmark date.

General terms and conditions

This offer is subject to all applicable federal, provincial and municipal laws. The decisions we make with respect to all aspects of this offer are final and binding on all clients without right of appeal, including, without limitation, any decisions regarding the eligibility of any person. By participating in this offer, you are agreeing to be bound by these terms.

We reserve the right, in our sole and absolute discretion, to end, cancel, change or suspend this offer, or to change these terms, at any time, for any reason without notice. We reserve the right, in our sole and absolute discretion, to disqualify any person we find or believe (using any evidence or other information made available to or otherwise discovered by us) to be manipulating or otherwise abusing the process, fairness, integrity or operation of the offer. Please monitor cibc.com for information regarding any updates to these Terms. Except as modified, the terms and conditions relating to existing products/services will remain in full force and effect.

By participating in this offer you agree to CIBC collecting, using, disclosing and sharing your personal information to administer this offer. CIBC may share this information with third parties who may be outside of your province or Canada. For more information, please review the [CIBC Canada Client Privacy Policy](#). Our Privacy Policy tells you more about your privacy rights and choices. Participants, including eligible clients, who do not wish to provide their email address will not be eligible for the offer, but will still be able to open a CIBC Smart Account, Smart Plus Account or eSA. Eligible clients who have received the offer may unsubscribe from receiving marketing related email by clicking on the "Unsubscribe" button within the email.

In the event of any discrepancy or inconsistency between these terms and conditions and disclosures or other statements contained in any offer-related materials, including, but not limited to point of sale, television, print or online advertising, these terms and conditions shall prevail, govern and control to the fullest extent permitted by law. In the event of any discrepancy or inconsistency between the English and French version of these terms, the terms and conditions of the English version shall prevail, govern and control to the fullest extent permitted by law.

Appendix A: Direct deposit types for this Offer

A recurring direct deposit is when money is automatically deposited directly into your bank account at regular intervals. You will need to provide the person paying you (such as your employer) with your bank account information in order for them to deposit the funds directly into your account. Payment using the *Interac* e-Transfer® service is not considered a direct deposit. The below are common examples of direct deposit types that qualify for the Offer.

- Payroll
- Pension (Federal, Provincial, Private)
- Canadian Pension Plan
- Old Age Security
- Worker's Compensation
- Disability Payment
- Employee Insurance

We reserve the right to determine if a direct deposit type qualifies for the offer. Please visit your local banking centre if you have any questions about what types of direct deposits qualify for this offer.

\$100 Offer for CIBC Smart™ Start and CIBC Smart for Students

Terms and conditions

This offer is governed by Canadian law.

For the purposes of this Offer:

“you” and “your” mean any Eligible Client(s);

“we”, “our” and “us” mean Canadian Imperial Bank of Commerce; and

“Terms” means these terms and conditions that govern this Offer.

1. Offer

The \$100 Offer for CIBC Smart Start and CIBC Smart for Students (the “Offer”) begins on October 17, 2023, at 12:01 a.m. (ET). The Offer consists of a \$100 Cash Reward (the “Cash Reward”) for opening and using a new CIBC Smart Account with Smart Start or Smart for Students benefits (the “Account”). The Offer is offered by Canadian Imperial Bank of Commerce (“CIBC”).

2. Eligibility

This Offer is only open to residents of Canada and international students who meet the eligibility requirements for the Account, and from 2021 to the time of opening the Account, do not hold or have held a CIBC chequing account as a single or joint account holder, as determined by CIBC in its sole discretion. CIBC employees and retired employees are not eligible for the Offer. Individuals who meet the foregoing eligibility requirements and otherwise comply with these Terms, as determined by CIBC at its sole discretion, may be referred to as “Eligible Client(s)”. For joint accounts, all accountholders must be Eligible Clients at the time of opening the Account. This Offer can be combined with the CIBC Student Refer-a-Friend Program. Unless otherwise indicated, this Offer cannot be combined with any other chequing account offer, reward or rebate.

3. Offer requirements

To qualify to receive a \$100 Cash Reward, you must complete the following:

Step 1: Open an Account.

For Accounts opened remotely and if required, you must finish opening your Account at a CIBC banking centre.

Step 2: Within two (2) months after the month that you open the Account, complete five (5) **Eligible Visa* Debit purchases** in any one calendar month:

For example, if you open your account any time within the calendar month of November 2023, you will have until January 31, 2024 to complete this step. In this example, you are required to perform at least five (5) **Eligible Visa Debit purchases** in any one of the following calendar months: November 2023, December 2023 or January 2024.

We reserve the right to determine if a transaction is considered an **Eligible Visa Debit purchases**. Your **Eligible Visa Debit purchases** must be posted to your Account that is linked to your CIBC Advantage Debit Card within the same calendar month. Delays by the merchant, such as shipping, could extend the date that your purchases post to your account.

Eligible Visa Debit purchases: Eligible Visa Debit purchases include purchases made with your CIBC Advantage Debit Card® from your Account online, in-app, by phone or by mail order at participating retailers that accept Visa Debit as well as in-store in the U.S. and internationally where Visa is accepted. An example of a Visa Debit purchase includes the online purchase of streaming services using a debit card as the payment method. Point of sale purchases made in Canada and “Cash-Like Transactions” are not considered to be an Eligible Visa Debit purchase; a “Cash-Like Transaction” refers to a transaction involving the purchase of items directly convertible into cash. Examples include casino gambling chips or credits, money orders, wire transfers, and travellers' cheques. We reserve the right to determine if a Visa debit purchase is an Eligible Visa Debit Purchase. Purchase date will be based on the date the transaction is posted to your Account. For more information, consult with a CIBC banking representative to determine whether any given Visa Debit transaction is eligible for the Offer.

4. Offer limits

Limit of one (1) Cash Reward of \$100 per Account per Eligible Client. If we discover that any person has attempted to use multiple names, identities and / or any other information to exceed these limits, then those individual(s) may be disqualified from the Offer (as determined by us at our sole discretion).

5. Offer fulfillment and conditions

If you qualify to receive the Cash Reward, it will be credited directly to the Account within seven (7) months after the month that you have opened your Account.

If multiple Accounts are opened on the same day, CIBC reserves the right in its sole and absolute discretion to credit the Cash Reward to any Account. No Cash Reward substitutions will be permitted.

If you do not receive the Cash Reward, you have until nine (9) months from the time the Account was opened to tell us that the Cash Reward was not received. If you do not tell us by this time, you will be deemed to have forfeited your right to the Cash Reward and to have not qualified for the Offer.

The Account must remain open, active, unconverted and in good standing for at least one (1) year after the month that the Account was opened. If you violate any of these conditions, we reserve the right to disqualify you from receiving the Cash Reward or if the Cash Reward has been paid, we reserve the right to withdraw from your Account or any of your accounts with CIBC the value of the Cash Reward even if this places you into overdraft.

6. General terms and conditions

This Offer is subject to all applicable federal, provincial and municipal laws. The decisions we make with respect to all aspects of this Offer are final and binding on all clients without right of appeal, including, without limitation, any decisions regarding the eligibility of any person. By participating in this Offer, you are agreeing to be legally bound by these Terms.

We reserve the right, in our sole and absolute discretion, to end, cancel, change or suspend this Offer, or to change these Terms, at any time, for any reason, without notice. We reserve the right, in our sole and absolute discretion, to disqualify any person we find or believe (using any evidence or other information made available to or otherwise discovered by us) to be manipulating or otherwise abusing the process, fairness, integrity or operation of the Offer. Please monitor cibc.com for information regarding any updates to these Terms. Except as modified, the terms and conditions relating to existing products/services will remain in full force and effect.

By participating in this Offer, each participant, including Eligible Clients, expressly consents to us, our agents and/or representatives, storing, sharing, using and disclosing the personal information submitted while participating in this Offer for the purpose of administering this Offer and in accordance with the terms of CIBC's Personal Account Agreement and CIBC's privacy policy (available at: cibc.com/privacy). Clients may unsubscribe from receiving marketing related email by clicking on the "Unsubscribe" button within the email.

In the event of any discrepancy or inconsistency between the terms and conditions as provided in these Terms and disclosures or other statements contained in any Offer-related materials, including, but not limited to point of sale, television, print or online advertising, the terms and conditions of these Terms shall prevail, govern and control to the fullest extent permitted by law. In the event of any discrepancy or inconsistency between the English and French version of these Terms, the terms and conditions of the English version of these Terms shall prevail, govern and control to the fullest extent permitted by law.

CIBC eAdvantage® Savings New Account Special Interest Rate Offer

Terms and conditions

The following **terms and conditions** explain in detail how you can earn a special annual interest rate (“**Special Interest Rate**”) on your first CIBC eAdvantage Savings Account (“**eSA**”).

1. General

- a) If you open an eSA for the first time, you may be eligible to earn a Special Interest Rate on your eSA for 120 days from the date the eSA is opened¹⁴ (“**Special Rate Period**”).
- b) If the eSA is opened on a non-business day, the Special Rate Period will begin on the first business day after the eSA is opened. “**Business day**” means a day from Monday to Friday on which CIBC banking centres are open for business in the province where the eSA is opened.

2. Eligible eSAs and offer acceptance

- a) To be eligible for this eSA offer, you must be opening your first eSA. For joint eSAs, you are eligible if at least one account holder is opening an eSA for the first time.
- b) If you open more than one eSA on the same day with the same account holder name(s), CIBC will determine which of the eSAs (if any) is eligible.
- c) To accept this offer, you must make a deposit to your eligible eSA during the Special Rate Period.

3. How interest is calculated and paid

The Special Interest Rate is a combination of the regular interest rate ordinarily applicable to the eSA (“**Regular Interest Rate**”) plus an additional bonus interest rate (“**Bonus Interest Rate**”). Any change to the Regular Interest Rate will result in a corresponding change to the Bonus Interest Rate, so that the overall Special Interest Rate will remain the same during the Special Rate Period.

Interest on an eligible eSA is calculated as follows:

- a) Regular interest is calculated daily at the current Regular Interest Rate on each day’s full closing balance and is paid monthly to your eSA as “**INTEREST**”. The Regular Interest Rate is based on the tier your daily closing balance falls within.
- b) Bonus interest is calculated daily at the current Bonus Interest Rate on each day’s full closing balance up to a balance limit of \$1,000,000 during the Special Rate Period and is paid monthly to your eSA as “**BONUS INTEREST**”. The Bonus Interest Rate is based on the tier your daily closing balance falls within.

At the end of the Special Rate Period, all balances will earn interest only at the Regular Interest Rate. For current rates, visit [cibc.com/savingsinterest](https://www.cibc.com/savingsinterest).

4. Restrictions

There can only be one eSA offer on each eSA. This eSA offer cannot be combined with any other offer on your eSA. For clarity, this eSA offer does not impact your ability to earn Smart Interest on an eligible eSA if you meet the requirements set out for that feature. CIBC, in its sole discretion, may change these terms and conditions or withdraw this eSA offer at any time without notice. CIBC reserves the right, in its sole discretion, to disqualify, limit or revoke this eSA offer in respect of any CIBC client who it determines or believes is abusing or manipulating this eSA offer. This eSA offer is not transferable and will only apply to the client to whom it was directed.

¹ Each *Interac* e-Transfer you send counts as a transaction for calculating your monthly fee. The *Interac* e-Transfer fee is waived on CIBC Smart Accounts, CIBC Smart Plus Accounts and for clients who are enrolled in CIBC Smart Start, CIBC Advantage for Youth, CIBC Smart for Students, CIBC 60 Plus Advantage and CIBC Advantage for Students (on the CIBC Everyday Chequing Account). Clients 65 years of age and older do not pay the *Interac* e-Transfer fee on any CIBC chequing account. *Interac* e-Transfer service has maximum dollar limits that you can send. Refer to cibc.com for details.

² "Paperless" record-keeping is a paper-free alternative to printed statements. This option enables clients to track account activity online or by phone or a CIBC bank machine in Canada. Please note, no printed statements will be sent to clients selecting this option. Clients must review their account transactions through CIBC Online Banking, CIBC Mobile Banking, CIBC Telephone Banking or CIBC bank machines in Canada at least once every 30 days and examine all entries and balances at that time. If there are any errors, omissions or irregularities, clients must notify CIBC in writing within 60 days after the date on which the entry was, or should have been, posted to the account.

³ Only the front of cheques will be imaged.

⁴ CIBC's standard credit criteria apply.

⁵ 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.

⁶ The additional fees for withdrawals from non-CIBC bank machines are not waived. Fees apply for all other services listed in this brochure as indicated. ATM withdrawal amounts may be limited to a maximum dollar withdrawal amount.

⁷ Excludes stop payments on pre-authorized debits/recurring payments set up using CIBC Advantage Debit Card details. To stop payment on these, 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.

⁸ "CIBC-branded" means any brand that has CIBC in its name and is offered by CIBC or its Canadian affiliates (and does not include CIBC Bank USA).

⁹ CIBC levies no fee to receive an *Interac* e-Transfer into a CIBC Canadian dollar personal account; however, if the account is not at CIBC, the recipient may be levied a fee by his/her own financial institution or by the provider of the *Interac* e-Transfer service.

¹⁰ Correspondent bank may levy additional charges.

¹¹ The CIBC Chequing Savings Account includes 2 free transactions per month (unused transactions cannot be carried forward to subsequent months). Monthly statement with cheques imaged record-keeping option (front only) is not available.

¹² Clients who were 60 years of age or older on or before June 24, 1991, and held a CIBC Key Account™ prior to this date, as well as when the account was converted into the CIBC Unlimited Chequing Account and subsequently converted into the CIBC Smart Account, may have the monthly fee rebated on their CIBC Smart Account.

¹³ "non-secure methods of electronic communication" include but are not limited to fax, e-mail, telephone and cellular phones.

¹⁴ If an eSA is opened through telephone banking, the eSA offer will be applied to your account within five days from the date it is opened and will continue for 120 days from the date the eSA offer is applied.

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