



Digital Wallet Terms of Service for Customers of Simplii Financial™

June 20, 2022

Simplii Financial products and services are provided by Canadian Imperial Bank of Commerce.

1. Introduction

These Terms of Service are a legal agreement between you and Simplii Financial that governs your access to and use of any eligible Simplii Financial card ("Card") when you add, use or remove a Card in any digital Wallet ("Wallet") through a respective Compatible Device ("Device"). It is important that you read and understand these Terms of Service because you will indicate your acceptance of these Terms of Service when enrolling in a Digital Wallet or provisioning one or more Cards for use through any and all services offered by the Wallet.

2. Other Documents and Agreements

Cardholder Agreement

Use of a Card with a Wallet is governed by your Cardholder Agreement for Simplii Financial credit cards, your Simplii Financial Products and Services Agreement for Simplii Financial debit cards or your Simplii Financial Prepaid Card Agreement for prepaid cards (collectively "**Card Agreement**"). You understand and agree that all of the terms and conditions of your Card Agreement, as applicable, form part of these Terms of Service. All references to "Card" in your Card Agreement includes the digital card contained in your Wallets. If there is a conflict between these Terms of Service and the applicable Card Agreement, these Terms of Service will govern to the extent necessary to resolve the conflict.

Wallet Agreements

Your use of the Wallet and accompanying services may be governed by or be subject to agreements or terms of use entered into with the respective Wallet provider.

3. Use of Cards in a Wallet

If you want to add a Card to a Wallet, you must follow the procedures adopted by the respective Wallet provider and any instructions provided by Simplii Financial, and any further procedures the Wallet provider or Simplii Financial adopt. You understand that we may not add a Card to a Wallet if we cannot verify the Card, if your account is not in good standing, or if we otherwise suspect that there may be fraud associated with your Card.

Wallet providers may allow you to make purchases using an added Card wherever the respective method of payment is accepted. The method of payment in question may not be accepted at all places where your Card is accepted.

4. Removal of Your Card

Simplii Financial may not permit the addition of a Card to a Wallet, or may remove, suspend or cancel your access to a Wallet at any time, if we cannot verify the Card, if we suspect that there may be fraud associated with the Card, if your account is not in good standing, if applicable laws change, or for any other reason determined by Simplii Financial in its sole discretion. You may suspend, delete or reactivate a Card from a Wallet by following the Wallet provider's procedures for suspension, deletion or reactivation. In certain circumstances your Card may be suspended or removed from a Wallet by the Wallet provider.

5. Maximum Dollar Limit for Transactions

Visa, MasterCard, Interac or other payment networks, Simplii Financial or Participating Merchants may, in their discretion, establish from time to time a maximum dollar limit for a single Transaction that may be completed using a particular Wallet. Different dollar limits may be set for different Wallets. As a result, you may not be able to use a Wallet to complete a Transaction, even if you have met the eligibility requirements for that particular Wallet. In situations where you have a physical Card, if a Transaction is not completed because it exceeds a maximum dollar limit, we encourage you to use your physical Card instead of your Wallet to complete the Transaction.

6. Applicable Fees

We do not charge you any fees for adding a Card to a Wallet. Please consult your Card Agreement for any applicable fees, interest or other charges associated with your Card. Your mobile service carrier or provider, Wallet provider or other third parties may charge you service fees in connection with your use of your Device or respective payment method.

7. Security Requirements

You are required to contact us immediately if your Card is lost or stolen, if your Device is lost or stolen, or if your Card account is compromised. If you report your Card lost or stolen, you may be able to continue to make Transactions using a Wallet on your Device unless you instruct us to suspend your service to that respective Wallet. If you report your Device lost or stolen, you will be able to continue to make Transactions using your Card. If you get a new Device, please be sure to delete all your Cards and other personal information from your prior supported Device.

You are required to contact us immediately if there are errors or if you suspect fraud with your Card. We will resolve any potential error or fraudulent purchase in accordance with your Card Agreement, as applicable.

You agree to protect and keep confidential your Device and User ID and/or any passwords (including your fingerprint and any other biometric authentication information) and all other information required for you to make purchases with your Card using a Wallet. If you share these credentials with others, they may be able to access the Wallet and make purchases with your Card or obtain your personal information.

In addition to your efforts to keep your credentials secure, we take reasonable steps to help ensure that information we send to others from your use of a Card in a Wallet is sent in a secure manner. However, the Wallet provider is responsible for the security of information provided to the manufacturer of a Device or stored in the Wallet. Simplii Financial is not responsible if there is a security breach affecting information stored in or sent from the Wallet provider.

You are prohibited from using any Wallet on a Device that you know or have reason to believe has had its security or integrity compromised (e.g. where the device has been "rooted" or had its security mechanisms bypassed). You may be solely liable for any losses, damages and expenses incurred as a result of your use of the Wallet on a compromised Device.

8. Liability for Loss

Subject to applicable laws, the Cardholder is responsible for all Transactions and any resulting interest, fees or losses incurred that are made using your Card or via a Wallet if you fail to comply with obligations described under "Security Requirements" until we receive written or verbal notice from you in accordance with that Section.

Simplii Financial will not be liable for any losses you incur except as set out in these Terms of Service or specifically described in your **Card** Agreement, or otherwise provided by applicable law.

9. Privacy

Applicable to All Wallets

You consent to the collection, use and sharing of your personal information from time to time as provided in Simplii Financial's privacy policy. Simplii Financial's privacy policy is available on [CIBC Privacy Policies <Opens a new window in your browser>](#). This policy may be amended, replaced or supplemented from time to time.

Simplii Financial may share with or receive from Wallet providers such information as may reasonably be necessary to determine your eligibility for, enrollment in and use of the respective Wallet and any Wallet features you may select (for example, your name and Card details such as Card number and expiration date) and for such purposes as fraud detection and prevention (for example, informing Wallet providers if you notify Simplii Financial of a lost or stolen Device).

Applicable to Apple Pay and Samsung Pay Wallet Providers

Wallet providers may aggregate your information with other information or make it anonymous and may use any such aggregated or anonymous information for purposes set out in the Wallet provider's privacy policy or in the respective Wallet agreements or terms of use or service. Although your Transactions may be processed or displayed through a Wallet, Simplii Financial does not permit Wallet providers to view, use or store your Transaction details, including your most recent Transactions if this feature is enabled.

Applicable to Google Pay Wallet Providers

Simplii Financial shares selected Google Pay transaction information with Google for each card you have added to Google Pay to display your transaction history and facilitate your participation in Google Pay. In addition, Google may use your Google Pay transaction information in an aggregated or anonymized form for the purpose of understanding performance and improving Google Pay. The selected Google Pay transaction information that Simplii Financial shares with Google will not be used by Google to provide targeted advertising or offers. Google may collect additional transaction information, account and other personal information from third parties, including merchants, and may combine it with information obtained from your use of other Google services in order to display your transaction history

and enhance your Google Pay experience. For more information, read the [Google Pay Terms of Service](#) <Opens in a new window>.

10. No Warranty and Exclusion of Liability

For the purposes of this Section, "Simplii Financial" means Simplii Financial and its agents, contractors, distributors, channel partners and associated service providers, and each of their subsidiaries. All of the parties listed in the preceding sentence are third-party beneficiaries of this Section. The provisions set out in this Section shall survive termination of these Terms of Service.

Wallets are provided by Wallet providers and Simplii Financial is not responsible for their use or function. You acknowledge and agree that Simplii Financial makes no representations, warranties or conditions relating to Wallets of any kind, and in particular: (a) Simplii Financial does not warrant the operability or functionality of any Wallet or that a respective Wallet will be available to complete a Transaction; (b) Simplii Financial does not warrant that any particular merchant will be a Participating Merchant at which a Wallet is available; (c) Simplii Financial does not warrant that a Wallet will meet your requirements or that the operation of a Wallet will be uninterrupted or error-free; and (d) Simplii Financial does not guarantee the availability or operability of the wireless networks of any Device. In situations where you have a physical Card, you may want to consider keeping your physical Card with you to use in the event when you cannot make a Transaction through a Wallet.

Simplii Financial will have no liability whatsoever in relation to a Wallet, including without limitation in relation to the sale, distribution or use thereof, or the performance or non-performance of the Wallet, or any loss, injury or inconvenience you suffer.

11. Changes to the Terms of Service

We may change, either permanently or temporarily, any term of these Terms of Service or replace these Terms of Service with another agreement, at any time. We will give you written notice of a change and any other information required by law at least 30 days before the change is stated to come into effect in the notice, by any method allowed by applicable law including by posting a notice on the [Digital Wallet Terms of Service page](#). You may refuse the change by terminating these Terms of Service without cost, penalty or cancellation indemnity by stopping your use of a Wallet within 30 days of the effective date of the change.

12. Contacting Us

You may contact us about anything concerning mobile payment services or these Terms of Service by calling [1-888-723-8881](tel:1-888-723-8881). <Opens your phone app>

If you have any questions, disputes or complaints about a Wallet, you should contact the respective provider.

13. Definitions

In these Terms of Service:

"Cardholder" means primary cardholder of any Simplii Financial credit card and the cardholder of any Simplii Financial debit card or prepaid card;

"Cardholder Agreement" means the agreements governing the credit card account associated with your Simplii Financial credit card, as they may be updated, enhanced or modified by Simplii from time to time;

"Compatible Device" means any device, including but not limited to computers, mobile phones, digital tables, wearables, virtual headsets and devices, televisions, refrigerators, thermostats and cars, that is supported by a Wallet provider to successfully and legally process and complete Transactions;

"Participating Merchant" means a merchant that allows customers to complete Transactions using a Wallet;

"Simplii Financial", "we", "our" or "us" means Canadian Imperial Bank of Commerce;

"Simplii Financial Prepaid Card Agreement" means the agreements governing the prepaid card account associated with your Simplii Financial prepaid card, as they may be updated, enhanced or modified by Simplii Financial from time to time;

"Simplii Financial Products and Services Agreement" means the agreements governing the debit card account associated with your Simplii Financial debit cards, as they may be updated, enhanced or modified by Simplii Financial from time to time;

"Transaction" means any credit, debit or prepaid transaction made using a Wallet, including any transactions by any Simplii Financial credit card authorized user;

"User ID" means any and all information related to successfully logging into a Wallet;

"Wallet" means either an independent or free-standing digital service provided by a third-party that allows the facilitation of successful processing and completion of payments and transfer of funds through a Compatible Device;

"You" or "your" means each Cardholder.