



## Credit Card Privacy Disclosures, Terms and Conditions

Please read the Credit Card Privacy Disclosures and Terms and Conditions and Authorization below. In order to submit your application, you must select "I Agree" at the bottom of the page.

If you have indicated that you are self-employed, please note that CIBC may require your financial statements in order to process your application.

### Privacy Disclosures

**Privacy Disclosure for all Cardholders:** You consent to the collection, use and sharing of your personal information as described in CIBC's privacy policy Your Privacy is Protected. This includes collecting, during the course of your relationship with Canadian Imperial Bank of Commerce ("CIBC", "we" or "us"), information about you from, 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: (i) identifying you; (ii) qualifying you for products and services; (iii) verifying information you give us; (iv) protecting you and CIBC from error and criminal activity; (v) facilitating tax and other reporting; (vi) complying with legal and regulatory obligations; or (vii) 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. If you wish to withdraw your consent to (vii) you may contact CIBC at 1 800 465-CIBC (2422) at any time. You will not be refused products or services just because you withdraw your consent to the use of your information for marketing purposes.

CIBC's privacy policy is available at any branch or [www.cibc.com](http://www.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 counselling, mortgages, credit cards, trust services, insurance, and other products and services.

If you provide us with your Social Insurance Number (SIN) we may share it with a credit bureau as an aid to identify you as this is the best way to make sure the information accurately refers to you. However, this is completely voluntary and if you choose not to provide your SIN, this by itself will not prevent you from qualifying for products and services.

### Additional Partner Program Privacy Disclosures

**Aeroplan partner program only:** You (primary cardholder) are giving the following information on your application to both CIBC and Aimia Canada Inc. ("Aeroplan"): your name, mailing address, phone number, e-mail, language preference and Aeroplan membership number (if available). Aeroplan may use this information as set out in Aeroplan's privacy policy. If your application is approved, CIBC will, from time to time, share with Aeroplan certain transaction information (e.g. merchant name, transaction date and amount) for the purposes of marketing and promoting the Aeroplan Program as set out in Aeroplan's privacy policy including combining this information with other information Aeroplan may already have about you to make relevant offers or provide a benefit or privilege to you. The sharing of this information is necessary for you to receive the benefits and features of this partner program therefore you may not withdraw your consent. CIBC may also share with Aeroplan the following additional information: location data of merchants (country, province or state, city and postal code) and cardholder data (age range (primary cardholder), salutation and the number of cardholders on the account) for the same purposes as above. If you do not wish us to share this additional information you may contact CIBC at 1 800 465-4653 within Canada or the U.S.A, or 514 861-4653. For more about how Aeroplan may collect, use or share your information or your right to opt out of receiving marketing communications from Aeroplan, please contact Aeroplan directly or go to [aeroplan.com](http://aeroplan.com).

**Tim Hortons partner program only:** You (primary cardholder) are giving the following information on your application to both CIBC and Tim Hortons: your name, mailing address, telephone number, e-mail and date of birth. Tim Hortons may use this information from time to time for the purposes of:

- establishing, administering and safeguarding your Tim Card® account;
- offering you rewards, offers or other products and services Tim Hortons feels you may enjoy; and
- such other purposes as set out in Tim Hortons' privacy policy.

For more information about how Tim Hortons may collect, use or share your information or your right to opt out of receiving marketing communications from Tim Hortons please contact Tim Hortons directly or go to <http://www.timhortons.com/ca/en/privacy.html>.

### Terms and Conditions

**Terms for Primary Cardholder only:** You are asking CIBC to open a Credit Card Account in your name and issue a CIBC credit card to you and any person(s) you name as an Authorized User. You will be solely responsible for the full Balance including for all Transactions by the Authorized User(s). You agree to be bound by the CIBC Cardholder Agreement we will send you, as amended or replaced from time to time. You will indicate your acceptance of the CIBC Cardholder Agreement by signing, using, or activating a card, accessing the Credit Card Account in any way or making a payment on your Credit Card Account. You also agree to be bound by the Cardholder Banking Service Agreement, as amended or replaced from time to time. It applies if you register a CIBC deposit or other account for access through your CIBC credit card. You authorize us to charge to the Credit Card Account the non-refundable annual fees (if applicable) for the Credit Card Account. You acknowledge that Card features/services may change from time to time.

If we advised you that a CIBC credit card is preapproved, you understand that we may withdraw this offer if any unfavourable change in your financial position or account status has occurred recently or occurs after you sign this form.

**Additional terms for CIBC bizline Visa, CIBC Aventura Visa Card for Business and CIBC Aerogold Visa Card for Business Cardholders only:** You (the Primary Cardholder) give all of above consents, and agree to the terms and conditions on your behalf personally and on behalf of the business. You certify to CIBC that you have full authority to bind the business and give these consents and agree to these terms on its behalf. (Above and below, the word "you" refers to the business and yourself jointly.) You confirm that the Credit Card Account will be used for business purposes only. You and the business will be individually and jointly responsible (in Quebec, you will be solidarily liable) for the full Balance including for all Transactions by the Authorized User(s).

**Terms for Authorized User only:** We will send the Primary Cardholder the CIBC Cardholder Agreement, other agreements and card terms (collectively the "Agreements"). You agree to be bound by the Agreements, as amended and replaced from time to time. Signing, using or activating a card or using the Credit Card Account in any way will indicate that you have accepted the Agreements. We will send all Agreement amendments, other information, and Card renewals/replacements to the Primary Cardholder.

**Additional terms for Loyalty Programs:** If the Card you have applied for allows you to earn loyalty rewards with a loyalty program operated by CIBC or by an outside company, you agree to be bound by the loyalty program terms and conditions, as amended and replaced from time to time. You acknowledge that these programs may be changed or terminated at any time.

**Additional terms for Tim Hortons partner program only:** Tim Hortons is the issuer and operator of your Tim Card. There are additional terms and conditions which govern, among other things, the registration and use of your Tim Card and redemption of Tim Cash. Please refer to <http://www.timhortons.com/ca/en/timcard/timcard-tc.html>.

Tim Cash is not insured under Canada Deposit Insurance Corporation (CDIC).

Credit Card Privacy Disclosures, Terms and Conditions

**Terms for Balance Transfers:** If your credit card application is approved, we will process item 1 first, then item 2, then item 3. If any item would make you exceed your Available Credit or Available Cash, that item will not be processed; we cannot process partial amounts. Interest applies from the date the transfer is posted to your CIBC Credit Card Account. You are also responsible for interest that continues to accrue on the non-CIBC account(s) from which you are transferring a balance(s) until the transfer amount is credited to the non-CIBC account(s). Please note that interest may be charged at the same time on both your CIBC Credit Card Account and the account(s) from which you are transferring a balance, until the transfer amount is credited to the non-CIBC account. Balance Transfers do not result in cancellation of your non-CIBC accounts. The Balance Transfer form cannot be used for transfers from/payments to other CIBC credit cards; such requests will not be processed. Please remember to continue to make your minimum payments on non-CIBC accounts (from which you are transferring balances) until the Balance Transfer amounts are credited to those accounts (allow 3 to 4 weeks) to avoid late fees. Please note that stop payments cannot be processed on Balance Transfers. Completion of every section will ensure prompt processing. Balance transfers do not earn loyalty rewards.

**Disclosures**

**CIBC Platinum Visa Card and CIBC Classic Visa Card:** If you are applying, but cannot be approved for the CIBC Platinum Visa Card, you are asking CIBC to consider you for a CIBC Classic Visa Card, instead. You understand that the CIBC Classic Visa Card and the CIBC Platinum Visa Card have the same interest rates and fees, but the CIBC Classic Visa Card includes only \$100,000 Common Carrier Accident Insurance and Purchase Security and Extended Protection Insurance and no Auto Rental Collision Insurance.

**CIBC Aventura Visa Card for Business, CIBC Aerogold Visa Card for Business and CIBC bizline Visa Card:** If you are applying for the CIBC Aventura Visa Card for Business or the CIBC Aerogold Visa Card for Business and cannot be approved, you are asking CIBC to consider you for a CIBC bizline Visa Card instead. You understand that the CIBC Classic Visa Card has the same fees as the CIBC Aventura Visa Card for Business or the CIBC Aerogold Visa Card for Business except that it:

- has no annual fee;
- has a variable annual interest rate, ranging from CIBC Prime + 1.5% to CIBC Prime + 13%, depending on your personal credit bureau information. Call 1 800 465-CIBC (2422) for more information;
- includes only \$100,000 Common Carrier Accident Insurance; and
- has no loyalty program.

**CIBC Aventura Visa Infinite Card, CIBC Aventura Gold Visa Card and CIBC Aventura Visa Card:** By applying for a CIBC Aventura Gold Visa Card, you are also requesting CIBC consider you for a CIBC Aventura Visa Infinite Card. If you qualify for both Cards, you will receive the CIBC Aventura Visa Infinite Card. If you cannot be approved for the CIBC Aventura Visa Infinite Card, you are asking CIBC to consider you for a CIBC Aventura Gold Visa Card instead. If you cannot be approved for the CIBC Aventura Visa Infinite Card or the CIBC Aventura Gold Visa Card, you are asking CIBC to consider you for a CIBC Aventura Visa Card instead.

You understand that the CIBC Aventura Visa Infinite Card and the CIBC Aventura Gold Visa Card have the same welcome bonus, interest rate and fees, but the CIBC Aventura Gold Visa Card does not include Out-of-Province Travel Medical Insurance for the first 3 days of a trip by a Primary Cardholder aged 65 or over, Trip Interruption Insurance or Trip Cancellation Insurance.

You understand that the CIBC Aventura Visa Card and the CIBC Aventura Gold Visa Card have the same interest rates and fees, but the CIBC Aventura Visa Card:

- has a reduced Aventura Points welcome bonus;
- earns 1 Aventura Point for every \$2 spent in net card purchases;
- has no annual fees;
- has a reduced Points Multiplier benefit;
- does not include Priority Pass Lounge Access;
- does not include NEXUS<sup>†</sup> benefits; and
- includes only \$100,000 Common Carrier Accident Insurance and does not include Flight Delay and Baggage insurance, Hotel Burglary Insurance, Mobile Insurance and Out-Of-Province Emergency Travel Medical Insurance.

**CIBC Aventura Visa Infinite Card and CIBC Aventura Gold Visa Card:** By applying for a CIBC Aventura Gold Visa Card, you are also requesting CIBC consider you for a CIBC Aventura Visa Infinite Card. If you cannot be approved for the CIBC Aventura Visa Infinite Card, you are asking CIBC to consider you for a CIBC Aventura Gold Visa Card instead. You understand that the CIBC Aventura Visa Infinite Card and the CIBC Aventura Gold Visa Card have the same welcome bonus, interest rate and fees, but the CIBC Aventura Gold Visa Card does not include Out-of-Province Travel Medical Insurance for the first 3 days of a trip by a primary cardholder aged 65 or over, Trip Interruption Insurance or Trip Cancellation Insurance.

**CIBC Aerogold Visa Infinite Privilege Card, CIBC Aerogold Visa Infinite Card, and CIBC Aero Platinum Visa Card:** If you apply for and cannot be approved for a CIBC Aerogold Visa Infinite Privilege Card, you are asking CIBC to consider you for a CIBC Aerogold Visa Infinite Card instead. You understand that this Card has the same interest rates and fees as the CIBC Aerogold Visa Infinite Privilege Card, except that the CIBC Aerogold Visa Infinite Card:

- has a reduced Aeroplan Mile Welcome Bonus;
- has an annual fee of \$120 and \$50 for each additional card;
- is subject to a \$29 overlimit fee;
- earns 1 Aeroplan Mile for every \$1 spent in net card purchases, and 1.5 Aeroplan Miles for every \$1 spent at aircanada.com (not all Air Canada<sup>®</sup>);
- has reduced Air Canada benefits, on reward flights only;
- does not include Visa Infinite Privilege benefits;
- has reduced insurance coverage amounts, and does not include Hotel Burglary Insurance.

If you apply for and/or cannot be approved for either the CIBC Aerogold Visa Infinite Privilege Card or the CIBC Aerogold Infinite Visa Card, you are asking CIBC to consider you for a CIBC Aero Platinum Visa Card instead.

You understand that the CIBC Aero Platinum Visa has the same interest rate and fees as the CIBC Aerogold Visa Infinite Privilege Card and the CIBC Aerogold Visa Infinite Card, except that the CIBC Aero Platinum Visa Card:

- has a reduced Aeroplan Mile Welcome Bonus;
- has an annual fee of \$39 for the Primary Cardholder;
- is subject to a \$29 overlimit fee;
- earns 1 Aeroplan Mile for every \$1.50 spent in net card purchases and does not offer the Mileage Multiplier benefit or bonus Aeroplan Miles for card purchases at aircanada.com;
- does not include Visa Infinite Privilege or Visa Infinite benefits;
- does not include Air Canada benefits;
- includes only \$100,000 Common Carrier Accident Insurance, Purchase Security and Extended Warranty Insurance and Auto Rental Collision / Loss Damage insurance.

**CIBC Dividend Visa Infinite Card, CIBC Dividend Platinum Visa Card and CIBC Dividend Visa Card:** By applying for a CIBC Dividend Visa Infinite Card or a CIBC Dividend Platinum Visa Card, you are requesting CIBC consider you for both Cards. If you qualify for both Cards, you will receive the CIBC Dividend Visa Infinite Card; if you qualify only for the CIBC Dividend Platinum Visa Card, you will be issued that Card.

You understand that the CIBC Dividend Platinum Visa Card and the CIBC Dividend Visa Infinite Card have the same interest rates and fees, but the CIBC Dividend Visa Infinite Card includes Out-of-Province Emergency Travel Medical Insurance, Trip Interruption Insurance and Flight Delay and Baggage Insurance.

In any case, if you cannot be approved for the CIBC Dividend Platinum Visa Card you are asking CIBC to consider you for a CIBC Dividend Visa Card instead. You understand that the CIBC Dividend Visa Card and the CIBC Dividend Platinum Visa Card have the same interest rates, but the CIBC Dividend Visa Card:

- has no annual fees;
- earns cash back at a rate of up to 2% in net annual Card purchases; and
- includes only \$100,000 Common Carrier Accident Insurance and does not include Auto Rental Collision/Loss Damage Insurance.

You acknowledge and agree that pursuant to the above if you apply for and cannot be approved for a CIBC Dividend Platinum Visa Card, you are asking CIBC to consider you for a CIBC Dividend Visa Card. The differences between these cards are set out above.

### ***Insurance Included as a Feature of your Credit Card - Disclosure***

Insurance coverage(s) included with CIBC credit cards are underwritten by **Royal & Sun Alliance Insurance Company of Canada (RSA)**. Different cards will have different coverage(s). To learn about which coverage(s) are included with a specific card, and important information regarding coverage eligibility requirements, benefits, limitations and exclusions, see [www.cibc.com/ca/credit-card/agreements-insurance.html](http://www.cibc.com/ca/credit-card/agreements-insurance.html) and the insurance certificate(s) in your card package. Some insurance coverage(s) require purchase(s), auto rentals, common carrier fares, hotel/motel and other trip costs to be charged to the card to activate coverage. Other conditions may also apply. Auto Rental Collision/Loss Damage Insurance (CLDI) is available for automobile rentals of up to 48 days for rental vehicles with a MSRP up to \$65,000 CAD. The full cost of the rental must be charged to the card and the rental agency's Collision Damage Waiver (CDW) or Loss Damage Waiver (LDW) must be declined. CLDI provides coverage up to the actual cash value (ACV) of the rental vehicle as defined in your insurance certificate. Note that some rental agencies may assess their damages at an amount greater than the ACV of the rental vehicle and you may be liable to them for the difference. Before declining the rental agency's CDW or LDW, you should read carefully and compare the terms of the rental agreement, the CLDI insurance certificate in your card package and any other insurance you own to decide which coverage best meets your protection needs. Out-of-Province Emergency Travel Medical Insurance (TMI) covers the primary cardholder, their spouse and dependent children for the first 15 days of a trip if the primary cardholder and covered person is age 64 and under (for all cards that have TMI coverage dependent children must be age 20 or under, unless they have a permanent physical or mental deficiency); for the CIBC Aventura Visa Infinite Card and the CIBC Aerogold Visa Infinite Card: TMI also covers the first 3 days of a trip if the covered person is age 65 or older; for the CIBC Aerogold Visa Infinite Privilege Card: TMI covers the primary cardholder, their spouse and dependent children for the first 31 days of a trip if the covered person is age 64 or under, or for the first 10 days of a trip if the covered person is age 65 or older; TMI may not cover medical procedures performed without pre-approval. TMI, Trip Cancellation and Trip Interruption Insurance may not cover certain pre-existing health/medical conditions. Certain RSA coverages are "excess insurance" (all other sources of insurance and recovery must be exhausted before coverage is available). For more information, call RSA toll-free at 1 866 363-3338 in Canada, continental U.S and Hawaii or collect from elsewhere at 905 403-3338.

### ***Additional Disclosures***

#### ***Interest Rates***

**CIBC Aerogold Visa Card for Business and CIBC Aventura Visa Card for Business with an annual fee of \$180:** The annual interest rates are 12.99%, 15.99% or 18.99% for Purchases and 14.5%, 17.5% or 21.5% for Cash Advances, Balance Transfers and Convenience Cheques. The annual interest rates assigned to your Card will be based on your personal credit bureau and other information at the time your request is processed.

**CIBC Aventura Visa Card for Business with an annual fee of \$120:** The annual interest rates are 19.99% for Purchases and 21.99% for Cash Advances, Balance Transfers and Convenience Cheques.

**CIBC bizline Visa Card:** The annual interest rate will range between CIBC Prime Rate +1.5% and CIBC Prime Rate +13%. The interest mark-up is subject to change. The annual interest rate is variable, meaning that the annual interest rate will change without notice if CIBC's Prime Rate changes. You can find out what CIBC's Prime Rate is by calling CIBC toll-free at 1 866 525-8622.

#### ***Annual Fees***

**CIBC Aerogold Visa Card for Business and CIBC Aventura Visa Card for Business with an annual fee of \$180:** \$180 Primary Cardholder fee, \$50 Authorized User fee. Annual fees are posted to your Credit Card Account if/when the application is approved and your Card is issued, whether your Card is activated or not, and annually afterwards.

**CIBC Aventura Visa Card for Business with an annual fee of \$120:** \$120 Primary Cardholder fee, \$50 Authorized User fee. Annual fees are posted to your Credit Card Account if/when your application is approved and your Card is issued, whether your Card is activated or not, and annually afterwards.

**Minimum Payment:** The Minimum Payment is \$10 plus any interest and fees (not including the annual fee), plus the greater of either any amount that exceeds your Credit Limit or any past due amount. Balances under \$10 are due in full as the Minimum Payment.

**Interest-Free Grace Period:** Your payment due date is at least 21 days after the Statement Date. For residents of Quebec, no interest is charged on a Purchase appearing on a monthly statement if we receive payment in full of the Balance by the payment due date. For residents outside Quebec, no interest is charged on a New Purchase if we receive payment of the full Balance, and we also received payment of the full Balance on your previous monthly statement, by the payment due date. There is no interest-free period for Cash Advances, Balance Transfers, or Convenience Cheques.

**Interpretation:** Capitalized terms used in this application have the meanings given to them in the CIBC Cardholder Agreement unless otherwise defined. The CIBC Credit Card Summary of Annual Interest Rates and Fees does not apply to Simplii Financial™ credit cards.

**Quebec only:** You have expressly requested that this form and any related documents be drawn up in English. *Vous avez expressément exigé que le présent formulaire et tout document qui s'y rattache, soient rédigés en anglais.*

For more information about Cards, please call 1 800 465-4653 toll-free. The CIBC Cardholder Agreement and other information may also be obtained from [www.cibc.com](http://www.cibc.com). The Card interest rates and fees shown are current as of June 1, 2018.

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Banking services are not available in Quebec.