

## CIBC Savings Terms and Conditions

These terms apply to the CIBC Savings and you agree to them when you invest funds in the CIBC Savings.

### 1. Definitions

**Business day** means any day other than Saturday, Sunday and federal holidays.

**CIBC Trust** means CIBC Trust Corporation.

**Transactions** means deposits to and withdrawals from the CIBC Savings.

**Your CIBC Advisor** means the accredited individual representing Your Dealer and may include Your Dealer when used in these terms.

**Your Dealer** means either CIBC Securities Inc. or CIBC Investor Services Inc. depending on which application for the CIBC Investment First Home Savings Account you signed.

### 2. Deposits and Issuer

Investments made in the CIBC Savings are deposits issued by CIBC Trust.

### 3. CIBC Savings held by Your Dealer for you as nominee

The CIBC Savings is only available in Canada through Your Dealer to be held in a CIBC Investment First Home Savings Account by Your Dealer as nominee. The CIBC Savings is denominated in Canadian dollars and is available only to residents of Canada. Minimum Investment amount is \$25.00.

### 4. Transactions

Transactions may only be made by Your CIBC Advisor submitting orders for your Transactions. Deposits to the CIBC Savings may be consolidated or commingled for net settlement purposes. Withdrawals from the CIBC Savings will be credited to your cash account in your CIBC Investment First Home Savings Account with Your Dealer. The Transaction date will be based on the time Your CIBC Advisor receives your verbal or electronic instructions. Generally, for instructions received up to and including 6pm Eastern Standard Time (EST) of a business day, the Transaction date will be the same date; for instructions received after 6pm Eastern Standard Time (EST), the Transaction date will be the next business day. However, in some cases, the Transaction Date will be the next business day regardless of what time Your CIBC Advisor received your verbal or electronic instructions. You may not transfer the CIBC Savings to someone else, except with the consent of CIBC Trust.

### 5. Service Charges and Interest Rates

There are currently no service charges or transaction fees payable to CIBC Trust for the operation of the CIBC Savings. Your Dealer may impose charges on and may change the minimum investment amounts for the CIBC Savings.

CIBC Trust may introduce or increase fees in respect of the CIBC Savings provided CIBC Trust has given written notice of such new or increased fees to Your Dealer, on your behalf, at least thirty (30) days before the effective date. CIBC Trust may also deduct from the CIBC Savings any taxes, interest or penalties payable in respect of the CIBC Savings.

The current interest rate applicable to the CIBC Savings is available at [cibc.com/hsasavings](http://cibc.com/hsasavings) or by contacting Your CIBC Advisor. CIBC Trust may change the interest rate applicable to the CIBC Savings at any time without prior notice to you. The interest payable by CIBC Trust on the CIBC Savings shall be calculated daily on the opening balance and paid monthly on the last business day of each month to be credited to the CIBC Savings. Daily interest will be accrued beginning one business day following the date of purchase of the CIBC Savings and ending on the business day upon which the order to redeem or withdraw from the CIBC Savings is received from your CIBC Advisor.

### 6. Verification Of Account

CIBC Trust will send information about the CIBC Savings and Transactions to Your Dealer each month, so that Your Dealer may include information about the CIBC Savings and Transactions within the regular statements that Your Dealer sends to you.

You must contact Your CIBC Advisor regarding any Transactions in the CIBC Savings. Your CIBC Advisor, acting on your behalf, must inform CIBC Trust of any errors within ninety (90) days following the settlement of any Transaction. If Your CIBC Advisor does not provide such notification to CIBC Trust within ninety (90) days, then it will be finally and conclusively settled between you and CIBC Trust that such posting and the amount of the Transaction is valid and correct, and you release CIBC Trust from all claims in connection with such Transaction. You will be bound by this section even if Your Dealer account statement is delayed or never received for any reason.

### 7. Complaint Handling Procedures

If you have any questions or concerns about the CIBC Savings (including any applicable fees), contact Your CIBC Advisor. You may choose to escalate your complaint through CIBC Client Care Centre by telephone at 1 800 465-2255 or online at [www.cibc.com/escalate](http://www.cibc.com/escalate) or by mail at CIBC Client Care, P.O. Box 15, Station A, Toronto, ON M5W 1A2. If you don't accept this response, you can appeal the decision to CIBC Client Complaint Appeals Office (CCAO) by telephone at 1 888 947-5207 or by email at [ClientComplaintAppeals@cibc.com](mailto:ClientComplaintAppeals@cibc.com) or by mail to CIBC Client Complaints Appeals Office, Commerce Court - P.O. Box 342, Toronto, ON M5L 1G2. If your complaint remains unresolved for fifty-six (56) days, you may contact the Ombudsman for Banking Services and Investments (OBSI), which deals with concerns about banking and securities investments products and services that have not been resolved through the company's dispute resolution system. You can reach OBSI by mail at 20 Queen Street West, Suite 2400, P.O. Box 8, Toronto, ON M5H 3R3 by fax at 1 888 422-2865, by email at [ombudsman@obsi.ca](mailto:ombudsman@obsi.ca) or by telephone at 1 888 451-4519.

**CIBC Savings Terms and Conditions**

The Financial Consumer Agency of Canada (FCAC) supervises federally regulated financial institutions to ensure they comply with federal consumer protection laws. The FCAC will determine whether a financial institution is in compliance but will not resolve individual customer complaints. You can contact the FCAC by writing to Enterprise Building, 5th Floor, 427 Laurier Avenue West, Ottawa, Ontario K1R 1B9, or [www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca) or by telephone at 1 866 461-3222.

If your concern involves a privacy issue, you may contact the Office of the Privacy Commissioner of Canada by telephone at 613 995-8210 or 1 800 282-1376, by fax at 613 947-6850 or by visiting [www.priv.gc.ca/en/](http://www.priv.gc.ca/en/).

**8. Your Privacy Is Protected**

Your CIBC Advisor shall provide CIBC Trust directly or indirectly with information about you including your name, address, social insurance number and deposit amounts in the CIBC Savings (collectively, "personal information").

CIBC Trust may collect and use personal information to identify you, protect you from fraud and error, understand your needs and eligibility for services, provide ongoing service and to comply with legal and regulatory requirements. CIBC Trust may also collect, use and disclose information for any purpose required or permitted by law. This is explained in the CIBC privacy policy, Your Privacy is Protected, available through [www.cibc.com](http://www.cibc.com), which describes how CIBC Trust collects, uses, discloses and retains information about you and the products and services you use.

**9. Limited Liability for Damages**

You understand and agree that CIBC Trust will be liable to you only for direct damages resulting from gross negligence, fraud or willful misconduct of CIBC Trust arising directly from the performance of CIBC Trust of its obligations in connection with the CIBC Savings and CIBC Trust will not be liable to you for any other direct damages. In addition, CIBC Trust will not under any circumstances be liable to you for any other damages, including, without limitation, indirect, incidental, special, punitive or consequential losses or damages, loss of profits, loss of revenue, loss of business opportunities or any other foreseeable or unforeseeable loss resulting directly or indirectly out of the services provided to you in connection with the CIBC Savings, even if CIBC Trust was advised of the possibility of damages or was negligent. These limitations apply to any act or omission of CIBC Trust, 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) that is:

- i) a marked and flagrant departure from the conduct ordinarily expected of a reasonable and prudent person in the position of CIBC Trust, or
- ii) so wanton and reckless as to constitute an utter disregard for harmful, foreseeable and avoidable consequences.

**10. Deposit Insurance**

CIBC Trust is a member of the Canada Deposit Insurance Corporation (CDIC). The CIBC Savings is eligible for CDIC coverage, subject to CDIC rules and regulations. You must satisfy yourself that your CDIC coverage requirements for the CIBC Savings are met and CIBC Trust makes no representations in this regard. Visit [www.cdic.ca](http://www.cdic.ca) or call 1 800 461-2342 for details.

**11. Right to Freeze or Redeem the CIBC Savings**

CIBC Trust may freeze or redeem the CIBC Savings without notice if required by law or if at any time CIBC Trust has reasonable grounds to believe that the CIBC Savings is used for any unlawful or improper purpose, the subject of fraud or operated in a manner unsatisfactory to CIBC Trust or contrary to CIBC Trust's policies or these Terms.

**12. Third-Party Demands**

CIBC Trust will comply with any lawful third-party demands that it receives in respect of the CIBC Savings without notice to you or to Your Dealer. If CIBC Trust complies with a third-party demand, it may charge its reasonable costs to do so against the CIBC Savings.

**13. Termination**

You agree that CIBC Trust may terminate the CIBC Savings on thirty (30) days notice in writing to Your Dealer on your behalf, and that on payment of any balance remaining in the CIBC Savings to Your Dealer on the effective date of termination, you shall have no further rights or interest in the CIBC Savings.

**14. Changing the Terms**

CIBC Trust may change any of the Terms when required or authorized by law or a regulator, or at any other time with at least thirty (30) days prior written notice from Your Dealer. You can obtain a copy of the amended Terms by contacting your CIBC Advisor at Your Dealer.

**15. Language**

*For Quebec residents only*

You acknowledge that the French version of the Terms has been remitted to You and confirm that it is Your express wish to be bound by the English version of the Terms

*Vous reconnaissez que la version française des présentes modalités vous a été remise et confirmez votre volonté expresse d'être lié par la version anglaise des présentes modalités.*