



Consent to Electronic Delivery of Documents (Bank Accounts)

Last Updated: November 2011

These terms and conditions apply to the electronic delivery of Documents to you relating to your CIBC Bank Account(s).

1. **Definitions** (all capitalized words not otherwise defined herein have the meaning set out in the Agreement):

"Agreement" means the Personal Account Agreement between you and CIBC that governs your Account, as may be amended from time to time.

"Account" means each bank account you already have, as well as each account you asked CIBC to open for you when you signed the Signature Card or, if you signed a Signature Card in order to be added as a joint accountholder of an existing account or accounts, each such Account.

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

"Consent" means this Consent to the Electronic Delivery of Documents.

"Disclosure Documentation" means the Account fees disclosure documentation and, if the Account is an interest-bearing Account, the interest disclosure documentation you received when you opened the Account or made any changes to the Account, including being added as a joint accountholder.

"Documents" has the meaning in section 2 below.

"Electronic Access Agreement" means the agreement governing your use of Online Banking, as may be amended from time to time, and which you can view by selecting the "Legal" link at the bottom of most CIBC Online Banking pages.

"eStatements" means monthly Account statements made available to you through Online Banking.

"Message Centre" means the Online Banking message centre.

"Non-Secure Alert" and "Secure Alert" have the meanings in section 10 below.

"Notice of Change" means a Document other than an eStatement.

"Online Banking" has the meaning set out in the Electronic Access Agreement.

"Telephone Banking" means the CIBC banking services available by telephone.

“You” and “your” means each person who enrolls in this electronic delivery service for Documents.

2. **Consent and When It Takes Effect:** You consent to the electronic delivery of these documents and other information (“Documents”) through Online Banking:

- i. eStatements;
- ii. changes to your Agreement;
- iii. changes to your CIBC Overdraft Protection Service Agreement (if applicable);
- iv. changes to any interest rate(s), fee(s), and any other items mentioned in the Disclosure Documentation we provide to you for your Account(s);
- v. communications about these terms and conditions including changes and confirmations; and
- vi. any other confirmation, notice or information that we are required by law or otherwise to provide you in writing relating to your Account.

This Consent applies to the Account(s) you select. This Consent takes effect immediately, although depending on your Account statement date and record-keeping option, you may continue to receive Account statements or Notices of Change by mail for some time.

3. **Joint Accounts:** If this is a joint Account, you represent and confirm to CIBC that you have the approval and authority of your joint accountholder(s) to enter into this Consent on their behalf. You agree that you will make your joint accountholder(s) aware of the terms and conditions of this Consent, including the ability to revoke this Consent to have Documents delivered to you electronically.

4. **Verbal Consent:** If you verbally consent to be sent Documents electronically, we will confirm your consent by sending you these terms and conditions through electronic or paper delivery. If you do not agree to these terms and conditions, you must immediately revoke your consent by changing your record-keeping option from eStatements as provided under “Revoking Consent” (see section 9 below).

5. **Electronic Delivery of Documents and Length of Time Available:** When we deliver a Document electronically, we will do so by making it available to you through Online Banking. We will usually post a notification message to the Message Centre to notify you that a Notice of Change is available. In other cases, we may present a Document to you as part of an Online Banking transaction or selection.

You must open and review Notices of Change which will contain important information about your Account, including fee changes. Notices of Change may be limited to links or information in Message Centre notifications. Message Centre notifications are accessible for 13 calendar months after they are posted, unless you delete them. eStatements are accessible for 7 years after they are posted in Online Banking. Documents presented to you as part of an Online Banking transaction or selection will be available only at the time they are presented; you will be instructed to print or save a copy for your records.

In addition to Message Centre notifications, you may choose to be sent or given Non-Secure Alerts (see Section 10 below) to notify you when Documents (other than eStatements) are available.

You are responsible for printing or saving a copy of Documents for your records.

6. **Your Obligations to Access Online Banking and View Documents:** You agree to access Online Banking at least once every 30 days to review Documents. You confirm that you have the necessary technical ability and resources to do this. You acknowledge that technical and security requirements for access to Online Banking may change from time to time. If you are unable to access Online Banking to meet your obligations under this section for any reason, you should revoke your consent by changing your record-keeping option from eStatements as provided under “Revoking Consent” (see section 9 below).

7. **Record-keeping:** For the purposes of sections 2 and 3 of the Agreement, eStatements shall be deemed to be “paperless record-keeping”. You acknowledge and agree to use Online Banking, Telephone Banking and/or CIBC automated bank machines at least once every 30 days to examine Account entries and balances and to notify CIBC in writing if you believe that there are errors, omissions or irregularities in your Account entries or balances within 60 days after the date on which the entry was, or should have been posted to your Account. If you have chosen eStatements as your record-keeping option and do not register or do not remain registered for Online Banking, you will not receive an Account statement and any notices we are required to provide you by law will be provided by means of a notice that is displayed at CIBC branches or CIBC automated bank machines.

8. **Providing Documents by Paper:** We reserve the right to provide you Documents by paper delivery at our option or if we have reason to believe you may not have received the Document. Any paper delivery will be provided to you at the most current Account statement mailing address that we have on file for your Account.

9. **Revoking Consent:** You or any joint accountholder may revoke your consent to have Documents delivered to you electronically by changing your record-keeping option from eStatements at any time in Online Banking, by calling CIBC Telephone Banking at 1-800-465-CIBC (2422) or at any CIBC branch. If you or any joint accountholder change your record-keeping option from eStatements to another record-keeping option, you will no longer have Documents delivered to you electronically.

We will confirm that we have received your revocation made through CIBC Telephone Banking or at a CIBC branch and specify when it takes effect in writing through electronic or paper delivery.

10. **Alerts:** The Message Centre permits you to obtain automated alert messages. Alert messages will be sent either securely within the Message Centre (a “Secure Alert”) and by regular e-mail, text message or another non-secure method (a “Non-Secure Alert”). We may add new alerts from time to time, without prior notice to you, or discontinue old alerts by posting a notice 30 days in advance on cibc.com. We may include specific, confidential personal information in both Secure Alerts and Non-Secure Alerts.

11. **Non-Secure Alerts:** Before you choose to be sent these alerts, you should understand how they will be sent to you. This information is available when you register for these alerts. Due to their nature, Non-Secure Alerts may be lost, intercepted, reviewed or altered by others.

12. **E-mail Address for Non-Secure Alerts:** These Non-Secure Alerts will be sent to the e-mail address you provide to CIBC as your primary e-mail address for Online Banking. You can change your e-mail address online through Online Banking, or Telephone Banking, and at your branch. You agree to advise us of any change to your e-mail address.

13. **SMS Phone Number for Non-Secure Alerts:** These Non-Secure Alerts will be sent to the SMS phone number you provide to CIBC. Standard messaging and data rates may apply and we will send you a text message reminder once every 30 days to allow you to opt out of receiving text message alerts. You agree to advise us of any change to your SMS phone number. You can change your SMS phone number through Online Banking, or Telephone Banking, and at your branch.
14. **Changing These Terms and Conditions:** We may change these terms and conditions from time to time by providing you with notice of the change through electronic or paper delivery. You agree that your subsequent use of Online Banking means you agree to and accept the revised terms and conditions. If you do not agree to a change, you must immediately revoke your consent by changing your record-keeping option from eStatements as provided under “Revoking Consent” (see section 9 above).
15. **Limitation of Liability:** You agree that your alerts may be delayed, not delivered or inaccurate due to a variety of factors, including technical problems. Subject to the governing law of your jurisdiction, we will not be liable for any direct or indirect damages arising out of your use or inability to use the alerts, regardless of the cause of action, including negligence, even if we are advised of the possibility of such damages. For Non-Secure Alerts, you accept the risk that the alert messages may be lost, intercepted, reviewed or altered by others.
16. **Other Agreements:** These terms and conditions apply in addition to your Agreement and Electronic Access Agreement. This includes, among other things, limitation of our liability under the Electronic Access Agreement for providing Documents delivery services through Online Banking.

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