

Simplii Financial

**Simplii Financial™
Credit Card Agreement**

Table of Contents

1. INTRODUCTION.....	1
2. OTHER DOCUMENTS AND AGREEMENTS	1
3. YOUR RIGHTS AND RESPONSIBILITIES.....	1
4. LIABILITY FOR LOSS.....	2
5. FOREIGN CURRENCY TRANSACTIONS	3
6. CREDIT AND CASH LIMITS	3
7. MONTHLY STATEMENTS.....	4
8. PAYMENTS.....	4
9. APPLICATION OF PAYMENTS	5
10. INTEREST	5
11. FEES.....	6
12. SPECIAL OFFERS	6
13. SPECIAL CARD FEATURES AND LOYALTY PROGRAMS	6
14. MERCHANT REFUNDS AND DISPUTES.....	7
15. MOBILE AND CONTACTLESS PAYMENTS	7
16. ACCOUNTS NOT IN GOOD STANDING	7
17. CHANGES	8
18. TERMINATION OF THIS AGREEMENT	8
19. MISCELLANEOUS	8
20. OUR PROCESS FOR RESOLVING YOUR COMPLAINT	10
21. VOLUNTARY CODES OF CONDUCT.....	11
22. YOUR PRIVACY	12
23. CONTACTING US	12
24. DEFINITIONS.....	12

1 – INTRODUCTION

- a. This Agreement applies to your Account, including all Cards and Convenience Cheques associated with your Account. Activating your Card or using your Account means that you have agreed to this Agreement.
- b. When any Cardholder makes a Transaction using the Account, we are loaning the Primary Cardholder the amount of the Transaction and the Primary Cardholder must repay the Balance in accordance with this Agreement, without set off or counterclaim of any kind. All Cardholders are bound by this Agreement, but only the Primary Cardholder is liable to repay the Balance. The Primary Cardholder is responsible for both their own obligations under this Agreement and those of any Authorized Users.
- c. Simplii Financial products and services are provided by CIBC.

2 – OTHER DOCUMENTS AND AGREEMENTS

- a. Your Summary of Rates and Fees forms part of this Agreement.
- b. The Simplii Financial Product and Services Agreement applies to other Simplii Financial products and services and the use of online or mobile banking. It does not otherwise apply to the use of your Account. In the event of a conflict between this Agreement and the Simplii Financial Product and Services Agreement, this Agreement will govern to the extent necessary to resolve the conflict. You can obtain a current copy of any of these documents at simplii.com or by calling Simplii Financial at 1-888-723-8881.
- c. If you use or access a Mobile Payment App, our terms of use for that app also apply.

3 – YOUR RIGHTS AND RESPONSIBILITIES

- a. Authorized Transactions. You may use your Account to make Transactions in compliance with this Agreement, as long as we permit you to do so. Transactions are authorized if a Cardholder indicates acceptance of the Transaction through any means acceptable to us.
- b. PIN Confidentiality. You will keep your PIN(s) absolutely confidential and never disclose your PIN to anyone. If we send you a PIN on a document, you will immediately destroy the document. You will memorize your PIN and not keep any written record of it. When you choose a PIN, you agree that you will not use all or any part of any word or number that can be easily obtained or guessed, such as:
 - your or a relative's name, birth date or telephone number.
 - a number on any of your debit cards, accounts, credit cards or ID cards that you keep with or near your Card.These obligations apply to PINs assigned or chosen in respect of the Card itself as well as PINs, passwords or biometric authentication information (such as a fingerprint) used in connection with your Account or a Mobile Payment App.
- c. Safeguarding your Card. You will keep your Card safe. This means that at a minimum you will:
 - sign your Card immediately when you receive it.
 - always keep your Card in your possession.
 - take reasonable steps to protect your Card and Account from loss, theft or misuse.
 - activate your Card before using it if required.
 - not allow a person whose name is not embossed on a Card to use a Card or your Account.
 - immediately notify us of unauthorized Transactions, if your Card or Card Details are lost or stolen or if you suspect someone else knows your PIN.

- change your PIN immediately if you know or suspect it has been compromised.
- d. Pre-Authorized Payment Transactions. If you want to set up pre-authorized payment Transactions with a merchant, you must make those arrangements directly with the merchant. You are responsible for giving the merchant the required information, including telling merchants if your Card Details change. However, you agree that if you have set up a pre-authorized payment and your Card Details change, we may, but are not required to, provide that merchant with your new Card Details. 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, you must contact the merchant and then make sure the pre-authorized payment has been discontinued.
- e. Monthly Statements. The Primary Cardholder must ensure that they receive and review a monthly statement each month. If you find an error or irregularity (including possible unauthorized or fraudulent Transactions), you must tell us within thirty days of the Statement Date. If you do not, we may regard the monthly statement as final except for incorrect credits and you may not make a claim respecting any item shown on that statement afterwards.
- f. Minimum Payment. The Primary Cardholder must ensure that we receive at least the Minimum Payment by the payment due date, even if a monthly statement is not received on time or at all for any reason.
- g. Return of Cards. If asked, you must return all Cards and Convenience Cheques issued on your Account to us.
- h. Mobile Payment Apps. If you have registered your Card in a Mobile Payment App, you must comply with our terms of use for the Mobile Payment App, including with respect to deletion of your Card Details from the Mobile App and reporting when your mobile device is lost or stolen.
- i. Prohibited Use of Card. We may block Transactions that we can identify as internet gambling. In addition, we may block any Transaction in our discretion for any reason and you must not use your Account:
 - for any fraudulent or illegal purpose, including purchasing goods or services prohibited by applicable law.
 - after the expiry date on your Card.
 - to pay any amount that you owe to CIBC.

4 – LIABILITY FOR LOSS

- a. The maximum liability of a Primary Cardholder for unauthorized Transactions, including if a Card is lost or stolen, is \$50, unless a Cardholder has demonstrated gross negligence in safeguarding their Card, account information such as Card Details, or PIN. Subject to applicable law, examples of a Cardholder demonstrating gross negligence include, but are not limited to, the Cardholder:
 - writing their PIN directly on the Card; or
 - posting their Card Details on a public website.
- b. Subject to applicable law, the Primary Cardholder is responsible for a Transaction and any resulting interest, fees and losses in certain situations, including:
 - the Transaction was made after a Cardholder fails to comply with the “PIN Confidentiality” obligations in section 3(b) that arose before we receive written or verbal notice that the Card was lost or stolen (including Transactions which occur using a PIN after a Card is lost or stolen).
 - the Transaction was made after a Cardholder fails to comply with the “Mobile Payment App” obligations in section 3(h) that arose before we receive written or verbal notice that the Card Details were lost or stolen.

- the Transaction was made by a person that a Cardholder allowed to use the Card, even if the person was a minor or did not comply with any limitations the Cardholder placed on his or her use of the Card.
- c. If your Card, account information, including Card Details or PIN are lost or stolen or your Account has been compromised or is otherwise at risk of being used in an unauthorized manner, you must call us and tell us right away. You will not be responsible for any subsequent unauthorized Transaction that occurs on your Account once you tell us. A Transaction may be considered unauthorized if: the Card, Card Details or Account has been used by a person other than a Cardholder and without actual or implied consent; no Cardholder receives any benefit from the Transaction; and all Cardholders are in compliance with this Agreement.
- d. If you use online banking but do not comply with the Simplii Financial Products and Services Agreement and any applicable terms of use set out at simplii.com, you may be liable for all losses and liabilities that result.
- e. You must co-operate fully in any investigation with respect to any loss. If we later determine that a Transaction was authorized, or unauthorized and the Cardholder has demonstrated gross negligence in safeguarding their Card or account information, such as Card Details, or PIN, we may reverse any credit provided to the Primary Cardholder and the Primary Cardholder will be liable for the Transaction and any interest, fees or losses. We may take whatever steps we consider necessary to recover lost or stolen Cards.
- f. Paper or electronic evidence may be sufficient to establish liability for a Transaction.

5 – FOREIGN CURRENCY TRANSACTIONS

- a. The Summary of Rates and Fees describes how Transactions and payments in a foreign currency are converted. When we apply our branch selling rate, this is a foreign exchange rate we set. We may earn money on the difference between the buying and selling prices of currency, which is in addition to any fee you pay us on a foreign currency Transaction or any fees you pay us for your Account.
- b. Section 5 and the Summary of Rates and Fees apply to both credits and debits to your Account. Currency conversion may not happen on the day of the Transaction. If you obtain a foreign currency credit to your Account for any reason, the then-prevailing foreign exchange rate will be applied to that Transaction, which may be different than the rate for the original purchase. This may result in the Canadian dollar amount credited to your Account being less than the Canadian dollar amount originally debited.
- c. If you are outside Canada and choose at an ATM or merchant terminal to pay for a Transaction in Canadian dollars at a specified exchange rate when prompted, that Transaction will be processed by us following the instructions received and the currency conversion rate may be different than as set out in the Summary of Rates and Fees.

6 – CREDIT AND CASH LIMITS

- a. Credit and Cash Limits. Your Summary of Rates and Fees will indicate your initial Credit Limit. We may also set a Cash Limit on your Account which is less than your Credit Limit. Your monthly statement will indicate your Credit Limit, Cash Limit, Available Credit and Available Cash as of the Statement Date. Your Credit Limit is shared among all Cards on your Account. Once a Transaction is authorized, your Available Credit will decrease by the amount authorized, whether

or not you receive the goods or services at that time. The Cash Limit amount is not additional credit above your Credit Limit. If a Cash Advance, Convenience Cheque or Balance Transfer would result in your Cash Limit being exceeded, that Transaction may be declined. Partial Transactions will not be processed. We may decrease your Credit Limit and/or Cash Limit at any time without prior notice.

- b. Overlimit Events. We may in our discretion permit you to exceed your Credit Limit by authorizing Transactions, but we are not required to do so even if we have done so in the past. Applicable overlimit fees are set out in the Summary of Rates and Fees. The Primary Cardholder is responsible for the entire Balance, whether or not it exceeds the Credit Limit. If you have exceeded your Credit Limit, we may decide not to authorize any further Transactions.
- c. Authorized User Spending Limits. The Primary Cardholder may contact us to set, adjust or remove an Authorized User Spending Limit for each Authorized User. The Authorized User Spending Limit(s) will be subject to the overall Credit Limit and Cash Limit on the Account. The Primary Cardholder will continue to be fully liable for the Account. Authorized User Spending Limits reset monthly, or earlier if requested by the Primary Cardholder or if a payment is made by the applicable Authorized User.

7 – MONTHLY STATEMENTS

- a. Monthly statements will only be sent to the Primary Cardholder. We are not required to send you a monthly statement in any month where you have not made any Transactions or payments and either (i) your outstanding Balance is zero; or (ii) you have been notified that your Account has been suspended or cancelled because your Account is not in Good Standing and we have demanded full repayment of your Balance. If, during any three month period your outstanding Balance is less than \$10, you have not undertaken any Transactions or made any payments, and no interest or fees have been charged, we may send you a statement at the end of the three month period either covering that period or only the last month of that period.
- b. We may remove any credits which have been posted in error to your Account at any time.
- c. Statements may not be sent on the same date in each month and your payment due date may not always be the same.
- d. If we did not receive a payment for your full Balance on your last monthly statement, we may extend your payment due date on the current monthly statement to give you extra time to make your payment, but interest will continue to accrue during this period. If this occurs, your payment due date will change back to your regular payment due date when we receive a payment for your full Balance.

8 – PAYMENTS

- a. Minimum Payment. Your monthly statement will show the amount and due date of your Minimum Payment for that month, calculated as described in the Summary of Rates and Fees. Your Minimum Payment is based on your Balance as of the Statement Date and will not reflect payments not posted as of that date. If there is an amount past due, it is due immediately. A credit to your Account which is not a payment does not relieve you of the obligation to make a payment if there is any remaining Balance on your Account.
- b. Accepting Payments. You may make a payment through various methods, including by a bill payment from your Simplii account.

It will not diminish our rights if we accept late, partial or other payments not made in accordance with this Agreement or if you mark a payment as being full payment when it is not.

- c. Timing of Payments. You must choose a payment method which results in your payment being received by us in time by your payment due date.
- d. Posting of Payments. A payment is not applied to your Balance and your Balance is not updated until the payment is posted. The length of time it takes for a payment to be posted differs depending on your method of payment. In some cases, payments made from a Simplii account by bill payment will automatically adjust your Available Credit, but are not posted for up to 3 business days following receipt. Payments made by cash or cheque may be subject to customary hold periods which are typically 3 to 5 business days. In some cases, a payment which is received by us, but has not yet been posted, will not update your Balance until your next monthly statement. You can view the status of your Transactions and payments through online banking.

9 – APPLICATION OF PAYMENTS

Payments on your Account are first applied towards your Minimum Payment in the following order:

1. interest which has appeared on a monthly statement;
2. fees which have appeared on a monthly statement;
3. Transactions which have appeared on a monthly statement;
4. fees which have not appeared on a monthly statement; and
5. Transactions which have not appeared on a monthly statement.

Your payment will be applied to all items within each of the categories (1) to (5) above in order of interest rate, beginning with the lowest interest rate item(s) within a category and continuing to the highest interest rate item(s) within the category.

If we receive more than your Minimum Payment, the excess amount will be applied to your Remaining Billed Balance by:

1. First, dividing your Remaining Billed Balance into different segments with all items with the same interest rate placed in the same segment (for example, all items at your regular interest rate for Purchases would be placed in one segment, all Convenience Cheques at the same interest rate would be placed in a different segment, etc.).
2. Second, allocating your payment to the various segments in the proportion that each segment represents of the Remaining Billed Balance (for example, if Balance Transfers and Cash Advances at the same interest rate represent 80% of your Remaining Billed Balance, 80% of any amount we receive in excess of your Minimum Payment would be allocated to this segment).

If we have received a payment in excess of your Remaining Billed Balance, the excess will be applied to Transactions which have not yet appeared on a monthly statement using the same process described in this section for the Remaining Billed Balance. Credit balances are applied to unbilled items in the order they are posted to your Account.

If you accept a lower interest rate promotional Balance Transfer offer or other special offer, your payments will be applied in accordance with the additional terms and conditions set out in the offer. See section 12 “Special Offers”.

10 – INTEREST

- a. Interest Rates. Interest is initially charged at the rate set out in your Summary of Rates and Fees. Your current annual interest rates are set out on your monthly statement. We may charge different interest rates on different portions of your Balance.

- b. Interest on Cash Advances, Balance Transfers and Convenience Cheques. Interest is always charged on Cash Advances, Balance Transfers and Convenience Cheques. For Cash Advances, we begin charging interest on the day they are taken. For Balance Transfers and Convenience Cheques, we begin charging interest on the day those Transactions are posted. We stop charging interest on Cash Advances, Balance Transfers and Convenience Cheques on the day we receive a payment which covers the amount of the Transaction, as described in section 9. Cash-Like Transactions are treated as Cash Advances.
- c. Interest on Purchases. You will not be charged interest on Purchases appearing on a monthly statement if you repay the full Balance shown on that monthly statement by the payment due date. If you do not, then interest charges on these Purchases will appear on your next monthly statement and interest will be charged retroactively on each Purchase from the Transaction date until we receive a payment which covers the Purchase, as described in section 9. Any interest which accrues on Purchases between your last Statement Date and the date we receive the payment will appear on the next monthly statement.
- d. Fees. Fees are treated like Purchases for the purposes of charging interest.
- e. How Interest is Calculated. Interest is calculated by multiplying the total interest-bearing portions of your Balance at the end of each day by the daily interest rate applicable to each portion. The daily interest rate is the annual interest rate divided by the number of days in the year. Interest is calculated daily and added to your Balance monthly as of the Statement Date. We do not charge interest on interest.
- f. Credit Balances. No interest is paid on credit balances. Credit balances are not deposits and are not insured under the Canada Deposit Insurance Corporation Act.

11 – FEES

The Primary Cardholder agrees to pay the fees which are charged to the Account from time to time. Fees are not refundable. Charges or fees for optional features provided by third parties (or fees not described in the Summary of Rates and Fees) are not charged by us, and are treated as Purchases. Notification concerning changes in charges or fees for optional features is subject to the terms and conditions for the optional features.

12 – SPECIAL OFFERS

From time to time, we may make special offers to you. A special offer may be for a limited period of time and contain additional terms and conditions. These additional terms and conditions may temporarily override the terms and conditions in this Agreement and if you take any action which indicates that you are accepting a special offer, you will be bound by them. Once the special offer ends, all terms and conditions of this Agreement will apply, including those related to interest and payments.

13 – SPECIAL CARD FEATURES AND LOYALTY PROGRAMS

- a. We may make special services or benefits available to you including insurance coverage, loyalty programs and memberships. Some of these services and benefits are features of the Card and are described in the documents that accompany your new Card. Others must be enrolled in or purchased separately by you. Card services and benefits are subject to additional terms and conditions which may change from time to time and may be cancelled at any time without notice. Certain Card 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 relevant third party regarding any dispute.

- b. If you enroll in optional creditor insurance for credit cards and the insurer advises us that it paid one or more insurance benefits to us to reduce or pay off your Balance under circumstances where you were not entitled to such benefits or they were paid in error, you authorize us to refund to the insurer an amount equal to the improper payment(s) and charge that amount back to your Account.

14 – MERCHANT REFUNDS AND DISPUTES

- a. If you authorized a Transaction, you must settle any dispute or claims directly with the merchant. However, if you have been unsuccessful in first resolving the dispute with the merchant, you may contact us to discuss the Transaction. If you are entitled to a refund for any reason, you agree to accept the refund policy of the specific merchant with whom the original purchase was made. We are unable to assist you with merchant disputes in respect of a Convenience Cheque.
- b. We will not be liable if a merchant or other service provider does not give you a credit, imposes any additional charges, charges a different price for purchases with your Card versus other payment types, will not accept your Card or takes any other action.
- c. You must pay for the Transaction in question as shown on the monthly statement; otherwise, you will be charged interest for failing to pay off your full Balance as set out in this Agreement. You may not stop payment on a Transaction. If a merchant agrees to give you a refund for a Transaction, we will credit the Account after we receive the merchant's credit note. If interest was charged in connection with the Transaction, we will not refund the interest. We may reverse credits. Debits and credits for Transactions may not appear on your Account on or effective the same day as the Transaction.
- d. Questions about whether any particular Transaction will be a Cash-Like Transaction should be directed to the merchant.

15 – MOBILE AND CONTACTLESS PAYMENTS

This Agreement applies to all types of Transactions on your Account, including Transactions made through a Mobile Payment App and contactless Transactions. We and/or participating merchants may, in our discretion, establish a maximum dollar limit from time to time for a single contactless or mobile Transaction. As a result, you may need to use your physical Card to complete a Transaction if you exceed these limits, even if your Account is in Good Standing.

16 – ACCOUNTS NOT IN GOOD STANDING

- a. If your Account is not in Good Standing, it may impact the interest rate, Credit Limit or Cash Limit or result in you losing the benefit of any lower interest rate promotional offers you are participating in.
- b. If your Account is not in Good Standing or if this Agreement or your Account has been terminated or suspended, we will suspend or cancel your ability to use the Card or access your Account and we may take any or all of the following steps without notifying you:
 - refuse to honour any Convenience Cheque or Balance Transfer (whether made before or after termination).
 - require that the total Balance be paid immediately.
 - take appropriate action to collect your Balance, including (i) debiting any deposit account you have with us or an affiliate, or (ii) redeeming all or any portion of any fixed term deposit you have with us or an affiliate whether matured or not, and applying the funds against your Balance.
 - require that you return or destroy all Cards and unused Convenience Cheques.

- take possession of all Cards and unused Convenience Cheques.
 - pursue any other remedies available at law.
- c. You will pay all our legal fees and expenses incurred (to the fullest extent permitted by law) to recover your Balance and take possession of your Cards.
 - d. If your Account has a credit balance and you are not in good standing with respect to any other indebtedness you have with us or an affiliate, we may use that credit balance to offset that other indebtedness.

17 – CHANGES

- a. We may issue Cards to renew your current Card or replace it with a different type of card. Replacement Cards may have different features, benefits or loyalty programs.
- b. We may permanently or temporarily add, remove or change any of the Card features or any terms of this Agreement and the Summary of Rates and Fees, including any interest rate(s) and fee(s). If required, we will give the Primary Cardholder at least the minimum advanced notice required by law. We may provide notice of such changes by any method allowed by applicable law, including sending a notice (written or electronic) to the Primary Cardholder or by posting a notice on simplii.com where you can always locate the most up-to-date version of this Agreement. We will send any written notice to the Primary Cardholder at the most recent statement mailing address. Any change may apply to your existing Balance. When permitted by law, you may refuse changes we make and cancel this Agreement by providing notice to us no later than 30 days after the effective date of the change. If you use or maintain your Account in any way after the change is made, it will mean you have accepted the change.
- c. You will promptly notify us of any changes to the Primary Cardholder's address or any Cardholder names.

18 – TERMINATION OF THIS AGREEMENT

- a. The Primary Cardholder may terminate this Agreement at any time by calling or writing us. All Cards will be cancelled when we receive a termination request, but the termination of this Agreement will only take effect when we have received repayment of your full Balance.
- b. We may terminate or suspend this Agreement, your Account or any Cards at any time without advanced notice if your Account is not in Good Standing or for any other reason, including if you are no longer a resident of Canada.
- c. If this Agreement or your Account access is terminated or suspended, the Primary Cardholder will continue to be liable for: (i) the Balance; (ii) any Transactions made or authorized before the termination/suspension; and (iii) any fees, interest and other increases to the Balance posted after the date of termination/suspension.

19 – MISCELLANEOUS

- a. Account Transfer. In the event of the death of the Primary Cardholder, the Account may be transferred to an Authorized User who is the Primary Cardholder's spouse or common law or civil union partner, provided our eligibility requirements are met. Your Account and Cards are not otherwise transferable.
- b. Our Liability. If you cannot access your Account, your Card is not honored, a Transaction is blocked or a Convenience Cheque or Balance Transfer is not accepted, we are not liable, regardless of whether the reason was within our control or not.

You understand and agree that, except as otherwise provided in this Agreement, and in addition to those limitations on our liability set out elsewhere in this Agreement, we are 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. In addition, we 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 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 us, our 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.

- c. Residence. We will determine the Primary Cardholder's place of residence for all purposes based on the home address we have on file at that time. Simplii Financial credit cards are not available to residents of Quebec.
- d. Governing Law. This Agreement will be governed by and interpreted in accordance with Canadian law and the laws of the province or territory in which the Primary Cardholder resides (or of Ontario, if the Primary Cardholder resides outside Canada). This province will also be the place of the contract. You agree to submit to and be bound by these laws and the courts of that province or territory in the event of any disputes arising in connection with your Cards, Account and/or this Agreement.
- e. Interpretation. When used in this Agreement, the term "including" means "including, but not limited to." The headings in this Agreement are for convenience only and do not affect the interpretation of the rest of the Agreement. References to dollars means Canadian dollars unless we tell you otherwise. When we refer to this Agreement or other agreements or documents, we are referring to this Agreement and those other agreements or documents as they may be amended, replaced or supplemented from time to time.
- f. Severability and Waiver. 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. Our failure to exercise or delay in exercising any rights does not waive any default or prevent us from enforcing those rights later.
- g. Survival. Any provision of this Agreement relating to your responsibilities and liabilities or our rights and liabilities will survive termination of the Agreement.
- h. Assignment. We may at any time, without notifying you, assign your Account, any Balance due under this Agreement, and/or our rights and obligations under this Agreement to any Assignee who will be entitled to all of our rights and will be responsible for our obligations under this Agreement to the extent they are assigned by us.
- i. 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.*

20 – OUR PROCESS FOR RESOLVING YOUR COMPLAINT

We have an effective and accessible process for handling and resolving your complaint. Our team members have the power to resolve your complaint to make things right. And we will resolve 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 choose any of the following options:

- Call 1-888-723-8881 and discuss with one of our Personal Banking Representatives or with a Team Leader
- Call Simplii Financial Mortgages: 1-888-866-0866
- Connect at simplii.com by clicking on "contact us"
- Mail: Simplii Financial
P.O. Box 603, Stn. Agincourt
Scarborough, ON M1S 5K9

The above mailing address can only receive mail sent through regular post. Couriers can't deliver to a PO Box. Courier delivery address:
CIBC, Attention: Simplii Financial
305 Milner Avenue, 5th Floor
Scarborough, ON M1B 3V4

Step 2: Escalate your complaint

You may choose to escalate your complaint to our Client Care team. 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 Client 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 our Client Care team. We assign your complaint to a Client Care team member who will review your complaint and respond to you directly.

- You can contact our Client Care team at 1-866-447-4490 or,
- Email: customercare@simplii.com
- Write to the attention of our Client Care Centre at the address indicated above

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 or Simplii Financial. 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:

- Phone: 1-888-947-5207
- Email: clientcomplaintappeals@cibc.com
- Online at: www.cibc.com/appeal
- 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 our 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 and Simplii Financial. 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 or Simplii's response to you to contact OBSI. OBSI reserves the right to decline requests for investigations after six months have passed since we 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:

- Phone: 1-888-451-4519
- Fax: 1-888-422-2865
- Email: ombudsman@obsi.ca
- Web site: 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:

- Phone: 1-866-461-3222 (English) or 1-866-461-2232 (French)
- Web site:
<https://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.

Privacy Commissioner of Canada

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

- Phone: 1-800-282-1376
- Web site: www.priv.gc.ca/
- Mail: 30 Victoria Street, Gatineau Quebec K1A 1H3

21 – VOLUNTARY CODES OF CONDUCT

We have adopted a number of "Voluntary Codes of Conduct and Public Commitments", which are available on simplii.com.

22 – YOUR PRIVACY

- a. 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 www.cibc.com. This policy may be amended, replaced or supplemented from time to time.
- b. To help protect from fraud, we may from time to time provide merchants with verification of your address for internet, telephone and other remote Transactions where an address was provided to the merchant.
- c. You acknowledge that all Cardholders on your Account may view, obtain or be provided with information about your Account, including Transactions, Balance and Available Credit, through any means of communications with us, including discussions initiated by us in respect of possible unauthorized Account activity or for other reasons. You also acknowledge that if a Cardholder does not comply with the PIN security rules in paragraph 3(b), other persons may be able to obtain information about your Account and we will not be liable to you or any third party for such access to the extent permitted by applicable law.

23 – CONTACTING US

If you need to reach us for any reason (including lost or stolen Card or misused Account), you can contact us 24 hours a day, 7 days a week at: 1-888-723-8881 (Canada and U.S.). You can also call us to obtain toll-free numbers for certain countries in addition to Canada and the U.S.; from other countries call 416-223-0263 (international).

Other ways to contact us are:

Fax: 1-888-436-6777

TTY: 1-888-632-9022

Write to: Simplii Financial

P.O. Box 603, Station Agincourt
Scarborough, ON M1S 5K9

24 – DEFINITIONS

In this Agreement:

Account means the credit card account we have opened for the Primary Cardholder.

Agreement means this Simplii Financial Credit Card Agreement, including your Summary of Rates and Fees.

Assignee means a person or entity to which we have assigned, sold, pledged or transferred all or part of our credit card business, an interest in your Account or any Balance due under this Agreement and/or any of our rights and obligations under this Agreement, including any subsequent assignee or transferee.

Authorized User means a person who has been issued a Card under the Account at the request of the Primary Cardholder.

Authorized User Spending Limit means a monthly spending limit set by the Primary Cardholder for an Authorized User, which may include a Cash Limit specific to that Authorized User.

Available Cash means the lesser of (i) your Available Credit; and (ii) your Cash Limit less the aggregate amount of Cash Advances, Balance Transfers and Convenience Cheques outstanding on your Account (including the accrued interest on such items) from time to time.

Available Credit means your Credit Limit less your Balance and the aggregate amount of any authorized Transactions.

Balance means the total amount of all Transactions, and all fees, interest and other amounts payable under this Agreement, less any payments or other credits which have been posted to your Account.

Balance Transfer means an amount you transfer to your Account which either we have agreed is a Balance Transfer or which you have made in response to a balance transfer offer we have made.

Card means a credit card we have issued under your Account.

Card Details means the Card number, expiry date and CVV2 (the security code on the back of the Card).

Cardholder means the Primary Cardholder and any Authorized Users.

Cash Advance means using your Account to advance or withdraw money (funds), including:

- cash withdrawals, including at a financial institution or an ATM;
- Cash-Like Transactions; and
- bill payments, including at a financial institution, ATM or through using Simplii Telephone Banking, Simplii Mobile Banking or Simplii Online Banking to pay bills or transfer funds from your Account (note that bill payments made by pre-authorized debit to your Account that you set up with a merchant will usually be treated as Purchases, not as Cash Advances)
- funds transfers.

Cash-Like Transactions means using your Account for a Transaction that is similar to cash or to acquire an item that is convertible into cash, including Transactions related to:

- gaming, gambling and lotteries (examples: casino chips, online gaming, casino transactions, betting, wagers, lottery tickets, etc.
- money transfer services (examples: online money transfers, wire transfers, etc.)
- negotiable instruments (examples: traveler's cheques, money orders, etc.).

Cash Limit means the collective maximum amount of Cash Advances, Balance Transfers and Convenience Cheques that may be outstanding on your Account, including the accrued interest on such items.

CIBC, we, our or us means Canadian Imperial Bank of Commerce and its affiliates.

Convenience Cheque means a cheque we have supplied for use with your Account.

Credit Limit means the credit limit for your Account.

Good Standing means all Cardholders on your Account are in compliance with this Agreement.

Minimum Payment means the minimum payment in respect of your Account that must be paid by the payment due date.

Mobile Payment App means an application that enables a Cardholder to use a mobile device to make Transactions.

Primary Cardholder means the Cardholder who applied for the Account and in whose name the Account has been opened.

Purchase means any Transaction other than a Cash Advance, Balance Transfer or Convenience Cheque.

Remaining Billed Balance means the portion of your Balance, as set out in your most recent monthly statement, that remains after your Minimum Payment has been applied.

Statement Date means the last day of your statement period.

Summary of Rates and Fees means the disclosure document disclosing Account fees, interest rates and other terms which we provide to you when your Account is opened.

Transaction means any use of a Card or Account to purchase goods or services or make other charges to your Account, including Cash Advances, Convenience Cheques and Balance Transfers.

you or your means each Cardholder.

