



## Simplii Financial™ Global Money Transfer Agreement

- 1. Simplii Financial.** Simplii Financial products and services, including the GMT, defined below, are provided by Canadian Imperial Bank of Commerce ("CIBC"). "We", "us" and "our" mean CIBC and any member of the CIBC group of companies that provides you with a Simplii Financial product or service.
- 2. Recipient Information.** You are responsible for ensuring that all information relating to the intended recipient (the "Recipient") and the bank you have indicated at which the Recipient should receive the Simplii Financial Global Money Transfer ("**GMT**") (the "**Recipient Bank**") that we or an Intermediary may require, is correct. Neither we nor any Intermediary is responsible for verifying the accuracy of any information you provide, and we and the Recipient Bank may rely solely on an account number or identifying number to complete the GMT. "**Intermediary**" means any person receiving or handling funds for us or the Recipient including but not limited to other financial institutions (including the Recipient Bank), payment networks and their respective agents and service providers.
- 3. Use of Service.** The GMT service (the "**Service**") is available only to Canadian residents with an existing Simplii Financial account. You will not use the GMT Service for any illegal, fraudulent or improper purposes.
- 4. Fees.** Any fee we charge will be non-refundable. Additional fees and/or taxes may be deducted from the GMT amount by the Recipient Bank.
- 5. Timing of Receipt.** Although most GMTs are received by the Recipient within 1 – 3 business days, we make no representations or warranties on the timing of delivery of the GMT to the Recipient.
- 6. No Cancellation of a GMT.** Once you make a request for us to send the GMT and the funds/fees have been withdrawn from your account (the "**Account**") or charged (as either a pending or posted transaction) to your credit card account (the "Credit Card Account"), the GMT may not be cancelled.
- 7. No Interest.** No interest will be paid on funds in transit.
- 8. Foreign Exchange.** If you request that the GMT be made in a currency other than that of your Account or your Credit Card Account (the "**Requested Currency**"), we will convert the funds into the Requested Currency after withdrawal from your Account or charging to your Credit Card Account. The rate of exchange will be our rate, established at the time the funds are converted. We make no representations or warranties that the GMT will be received by the Recipient in the Requested Currency. You accept all risk of all fluctuation of exchange rates between the date we accept your GMT request and the date of payment to the Recipient or date of refund to you. If payment cannot be made for any reason in the Requested Currency, you authorize payment in the currency of the place of payment at either the relevant Intermediary's or Recipient Bank's spot rate of exchange for its sale of currency of the place of payment in exchange for the Requested Currency (such exchange, a "**Local FX Conversion Transaction**"). **We derive income from the difference (the spread) between the prices we bid to buy and offer**

**to sell foreign currency. Our spreads may differ from time to time across currencies and can widen (without prior notice) due to volatile market conditions for example. The spread is reflected in the price we quote for the Requested Currency of the GMT you request. The price of any Local FX Conversion Transaction will also include a spread charged by the relevant Intermediary or Recipient Bank.**

- 9. Incomplete or Unclaimed GMTs.** If the GMT is declined or unclaimed by the Recipient, or is not completed, we will attempt to obtain a refund at your request from the Recipient Bank. If the funds are returned in the same currency as the GMT, we will convert the funds into Canadian dollars first at the same exchange rate that was applied to send the GMT. If funds are returned in a different currency than the GMT, the rate of exchange will be our rate, established at the time the funds are converted, which will include a spread. We shall not be liable to refund you any amount which was not refunded to us.
- 10. Intermediaries.** We may engage Intermediaries selected in our complete discretion to make the transfer. We shall not be liable to you for any such selection made by us, the Recipient, or another Intermediary.
- 11. Credit Card Account Information.** For greater certainty, accessing the Service (as defined below) is treated as a Purchase (as such term is defined in the Simplii Financial Credit Card Agreement) to your Credit Card Account and will be subject to all provisions applicable to Purchases under the Simplii Financial Credit Card Agreement and any other terms and conditions set out in the Simplii Financial Credit Card Agreement as may apply other than as may be excluded herein.
- 12. Settlement Rules and Applicable Laws.** You agree that your request for the GMT and our ability to complete it will be subject to Settlement Rules and Applicable Laws and that we, and/or any Intermediaries, may take any steps we/they consider necessary to comply with the Settlement Rules or Applicable Laws. "**Applicable Laws**" means laws, regulations, orders, guidelines, undertakings, memoranda of understanding or directives of foreign or domestic governmental authorities or regulatory bodies that apply to us or the Intermediaries, whether or not these have the force of law. "**Settlement Rules**" means the rules, procedures, internal policies, standards or bylaws used by Intermediaries or by us, or to which Intermediaries or we may be subject.
- 13. Consent to Disclosure.** To comply with the Settlement Rules or Applicable Laws, we, or an Intermediary, may disclose any information about you and the Recipient to an Intermediary or to a foreign or domestic government authority or regulatory body. On behalf of you and the Recipient, you i) consent to such disclosure, and ii) acknowledge that the confidential information may be accessed by foreign or domestic authorities or regulatory bodies as a result. You confirm that you have the authority to make such consent and acknowledgements on behalf of the Recipient.
- 14. Cancelling/Suspending the Service.** We may suspend or cancel your ability to use the Service or decline to complete the GMT for any reason without notifying you in advance.
- 15. Changes/Termination.** We may change any of the terms of this Agreement, fees, and/or Service features or terminate this Agreement for any reason at any time with or without prior notice.
- 16. Our Liability.** If you cannot access your Account, your Requested Currency is not available, or your transaction is blocked, for whatever reason, 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 Service 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. **In the event we are liable to you as provided in this Agreement, we will not be liable for any amount exceeding the amount of the GMT.** 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.

**17. 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 you live or, if you do not live in Canada, the applicable laws of the province of Ontario. 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 the Service or this Agreement.

**18. Waiver.** Our failure to exercise or delay in exercising any rights does not waive any default or prevent us from enforcing those rights later.

**19. 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.*