



Secure Message Terms and Conditions

The terms and conditions apply when you access a secure message on the secure site. These terms and conditions are in addition to the terms, conditions, or disclaimers which apply to your Simplii™ product(s) or which may be set out in any other existing or future agreement(s) with CIBC or as may be provided on the CIBC website. If there is a conflict between a term in these terms and conditions and any other written agreement with CIBC, the term of the written agreement will apply to the extent necessary to resolve the conflict. You confirm that we may change the terms and conditions at any time, and your continued use of the secure site means you agree to the amended terms and conditions. If you do not agree to a change in these terms and conditions, you must immediately stop using the secure site. By signing on to the secure site, you confirm your earlier consent to obtain documents from CIBC electronically and agree to all of the terms and conditions contained in this email.

You understand that we may add, remove or change any part or feature of the secure message service without giving notice to you.

You must use your secure password to access the secure site to retrieve secure messages and documents. You agree to keep your secure password and any personal verification questions absolutely confidential; they are for your use alone. You will not disclose to others (including a close family member, a friend or any bank or public official) what your secure password or personal verification questions are. You must carefully select your secure password and personal verification questions so that they cannot be easily guessed or reverse engineered by anyone else.

You should memorize your passwords and personal verification questions rather than keep any written record of them. You are responsible for any losses that result from any third-party use of your passwords or personal verification questions. To prevent unauthorized access to your confidential information, you must sign off from the secured site or close your browser as soon as you finish using it.

You acknowledge that any instructions provided to Simplii via secure email are final and may be relied upon by Simplii (including your electronic acceptance of these terms and conditions). You agree that we may decline to act on any instruction received if we suspect that the instructions are not from you, are inaccurate or unclear, have not been properly authorized by you, or are provided by you for some illegal or improper purpose. We will not be liable if we decline to act on an instruction in these circumstances. You agree that you will be liable for the transactions that are conducted on your instructions, and any losses that may arise from these transactions. Except as set out in any written agreement entered into by you with CIBC, you agree that we are under no obligation to accept or act instructions you provide to electronically except as delivered via the secure site.

Email sent over the Internet is not secure and may be lost, intercepted, misused or altered. CIBC is not liable for the loss, interception misuse or alteration of any confidential information sent by email outside of the secure site. If you send us an email outside of the secure site, you agree that we may, at our sole discretion, respond to you by email and provide by email any confidential information you have requested, and you agree that CIBC is not liable for the loss, interception, misuse or alteration of any confidential information provided by email by CIBC.

The device you use to access the secure email may be vulnerable to viruses or online attacks that seek to intercept or alter information including sensitive information that you provide through the Internet. To reduce the chances of harm, you should take all reasonable precautions, including ensuring that any device you use to access the secure site has an up-to-date anti-virus program, anti-spyware program and a firewall, if such security measures are available for your device.

Any information provided to CIBC via the secure site will be collected, used, disclosed and retained by CIBC in accordance with your agreement(s) with CIBC. A copy of the CIBC privacy policy is available by calling 1-888-723-8881 or at www.cibc.com, and describes how the CIBC group collects, uses, discloses and retains information about you and the products and services you use.

This email message any attachments are CONFIDENTIAL. If you have received this message in error, please notify us immediately by return email and permanently delete this message, including any attachments, without reading or making a copy.

The secure site and service is provided by Proofpoint Encryption on behalf of CIBC.

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