

CIBC Precious Metals Online Legal Notices

Part A: General

1. Scope

These CIBC Precious Metals Online Legal Notices (these "Legal Notices"), as amended from time to time, govern your use of CIBC Precious Metals Online and applies when you access or use the Services, regardless of the technology you use to access the Services.

2. Changes to these Legal Notices

We may change these Legal Notices at any time by giving notice to you. We will notify you of a change to these Legal Notices by posting a notice on our Web Site. Your use of CIBC Precious Metals Online after we post the notice means that you agree to and accept these Legal Notices as amended. If you do not agree to a change in these Legal Notices, you must immediately stop using CIBC Precious Metals Online.

3. Forward-looking statements

From time to time, we make written or oral forward-looking statements within the meaning of certain securities laws, including in this site, in filings with Canadian securities regulators or the U.S. Securities and Exchange Commission and in other communications. These statements include, but are not limited to, statements we make about our operations, business lines, financial condition, risk management, priorities, targets, ongoing objectives, strategies and outlook. Forward-looking statements are typically identified by the words "believe," "expect," "anticipate," "intend," "estimate" and other similar expressions or future or conditional verbs such as "will," "should," "would" and "could." By their nature, these statements require us to make assumptions and are subject to inherent risks and uncertainties that may be general or specific. A variety of factors, many of which are beyond our control, affect our operations, performance and results and those of our business lines, and could cause actual results to differ materially from the expectations expressed in any of our forward-looking statements. Readers should not place undue reliance on our forward-looking statements. We do not undertake to update any forward-looking statement that is contained in this site or in other communications. Please see the "Note About Forward Looking Statements" section of our most recent Annual Accountability Report for further details.

4. Interpretation

Capitalized terms used in this Agreement are defined in Section 9 below.

5. Links

External sites not connected to CIBC or its affiliates and accessed by hyperlinks appearing in CIBC Precious Metals Online have been independently developed by parties other than CIBC and its affiliates. CIBC does not guarantee the accuracy of information contained in such external sites. The inclusion of any hyperlink does not imply that CIBC or any of its affiliates have verified or in any way endorsed the content presented on any such third party site. Third parties are requested not to create a link to CIBC Precious Metals Online without obtaining written permission from CIBC.

6. Intellectual property rights

All information and tools we provide online, and all software and systems used by us to provide the Services and the Web Site, are proprietary to, and owned by, us, our Information Providers and our other licensors, and are protected by intellectual property laws. You agree not to sell, distribute or commercially exploit the information or tools. You further agree not to use the information or tools except for your own personal use. Except as otherwise permitted under these Legal Notices, you will not do any of the following: (i) modify, adapt, translate, reverse engineer, decompile, or disassemble any software and systems used by us to provide the Services or the Web Site; (ii) copy, mirror, reproduce, distribute, publish, download, post, transmit, or create derivative works based on any of the content found, accessible, or made available to you on the Web Site or through the Services in any form or in any manner; (iii) sell, resell, or make any commercial use of such content; and (iv) use any robots, bots, spiders, web crawlers,

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data mining software, or any other automated tools or data gathering or extracting software on such content or to collect any information from the Web Site or from other users of the Services. Nothing in these Legal Notices or on the Web Site will be construed as providing you with any right, title, and interest in or to any of CIBC's intellectual property rights, or to grant you any licenses, whether by implication or otherwise.

7. Access to web sites; No streaming of information

You agree that you will not use CIBC Precious Metals Online, the Information Services or our Web Site for an illegal or improper purpose, or take steps that could have a negative impact on, interfere with, compromise, or alter the security, integrity or functioning of our systems or that could allow unauthorized access to our systems. You further agree not to use a third party's website, software or service to access CIBC Precious Metals Online, the Information Services or our Web Site, or to stream or otherwise make available any information we provide online, including stock market quotations or any other Information Services.

8. Mobile banking

You acknowledge that access to CIBC Precious Metals Online through Mobile Banking or through an Electronic Device that restricts the amount of content available to be viewed by you may not have all of the features, functionality, information, or content available through other Web Sites and you agree to regularly access CIBC Precious Metals Online, as applicable, through a Web Site other than Mobile Banking or through an Electronic Device that does not have any restrictions to view any content thereon.

Part B: Other

9. Definitions

In this Agreement, the following terms will have the following meanings:

- **"CIBC"** means Canadian Imperial Bank of Commerce
- **"Electronic Device"** means any electronic device that we allow you to use to access CIBC Precious Metals Online, including a personal computer, cellular phone, telephone, smart phone, or personal digital assistant
- **"including"** means including but not limited to
- **"Mobile Banking"** means any Web Site or mobile application, specifically designed by CIBC or a third party service provider, through which you may sign on to CIBC Precious Metals Online for use through an Electronic Device
- **"Service"** means any product or service you can access through CIBC Precious Metals Online which can be accessed by an Electronic Device
- **"we", "us" and "our"** means CIBC and its affiliates, including CIBC World Markets Inc.
- **"Web Site"** means any website operated by CIBC or a CIBC affiliate through which you sign on to CIBC Precious Metals Online

10. Governing law, etc.

These Legal Notices will be governed by the laws of Ontario and the laws of Canada applicable in Ontario, excluding any principles of the conflicts of laws that would apply a different body of law.

11. Severability

If any term of these Legal Notices shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, the remaining terms shall remain in full force and effect.

12. English language

You confirm that you prefer these Legal Notices and any related documents be in English. Vous confirmez préférer que cette convention et les documents s'y rattachant soient rédigés en anglais.

13. Exclusive jurisdiction

You submit and attorn to the exclusive jurisdiction and venue of the courts of the Province of Ontario with respect to any matters arising from or related to these Legal Notices, including your use of the Services and the Web Site and any disputes or claims arising therefrom.

14. Accessing web site from other jurisdictions

You acknowledge and agree that while you may access the Web Site from other jurisdictions outside of Canada, some aspects of the Services or some information on the Web Site may not be available to you in those jurisdictions. We are only offering to you Services that are legally permitted in the jurisdictions from which you access the Web Site or the Services, whether through Mobile Banking or otherwise. If you access or use the Services or the Web Site outside of Canada, you do so at your own risk, and you bear all responsibility for compliance with any local, provincial, national, or international laws that are applicable to such access or use of the Services or the Web Site by you.

15. Contacting Us

If you have any question regarding CIBC Precious Metals Online you can contact us at our Business Contact Centre at Mailbox.Helppreciousmetals@cibc.com.