

## CIBC Precious Metals Online

### Terms and conditions

#### 1. Eligibility to transact

This website ("CIBC Precious Metals Online") is an on-line marketplace in which CIBC may offer for sale certain precious metals products. These products and services are available only in Canada to Canadian residents who are of the age of majority in their province or territory of residence. Items purchased through CIBC Precious Metals Online will be delivered to Canadian residential addresses. Nothing on CIBC Precious Metals Online constitutes an offer or solicitation to anyone in any jurisdiction in which such an offer or solicitation is not authorized or to any person to whom it is unlawful to make such a solicitation.

#### 2. Registration

Before making any purchases on CIBC Precious Metals Online, you must register for an account. To do so, you must provide your name, mailing address, e-mail address, telephone number as well as certain other information required to verify your identity. You will be required to select a User ID and Password. Your selection, use of, and liability in connection with such User ID and Password is set out below. CIBC will handle your personal information in accordance with the CIBC Confidentiality and Privacy Policy.

#### 3. Use

You must use your Password to access CIBC Precious Metals Online. You will also need to enter the email address that you have selected to be your User ID. You may also be required to answer a Personal Verification Question when accessing CIBC Precious Metals Online. Use of this website is also subject to the CIBC Precious Metals Online Legal Notices (the "Legal Notices"). Capitalized terms used in these Terms and Conditions and not defined have the meaning given to them in the Legal Notices.

#### 4. Passwords

You agree to keep your Password and 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 Password or Personal Verification Questions are. You must carefully select your Password and Personal Verification Questions so that they cannot be easily guessed or reverse engineered by anyone else. When choosing Passwords or Personal Verification Questions, you must not use:

- Your name or a close relative's name;
- Your birth date, year of birth, telephone number or address, or that of a close relative;
- Your bank card number or User ID;
- Your account number or credit card number;
- A number on any ID card you keep in your purse or wallet (such as your social insurance number or driver's license number);
- Any other number which can be easily obtained or guessed by someone else; or
- A password you use for any other service.

**CIBC Precious Metals Online terms and conditions**

You should memorize your Password and Personal Verification Questions rather than keep any written record of them. However, if you decide that you truly need to keep a written record, you agree that:

- You will not record your Password or Personal Verification Questions on, or in close proximity to any record of your User ID;
- Your Password and Personal Verification Questions must be disguised within the written record you make so that no else can easily guess that it is a record of your Password or Personal Verification Questions; and
- You will not record your Password or Personal Verification Questions on your Electronic Device in any way, and you will not store your Password or Personal Verification Questions near your Electronic Device (for example, on a sticky note placed on the edge of your monitor screen or key pad).

When entering your User ID and Password and / or Personal Verification Questions into an Electronic Device, you must take all reasonable precautions to prevent others from seeing you entering this information such as by ensuring that no one can see your computer screen or key pad on your Electronic Device.

## **5. Password or personal verification question becomes known**

If you suspect that someone else knows any of your Password or Personal Verification Questions or is using your User ID, you must notify us by telephone or in person as soon as possible (and in any case within 24 hours after learning or suspecting such loss or use) and follow the instructions that we give to you. Subject to any other agreement you have with us, we will not be liable for any loss if you have not given CIBC notice as required by this section. If you suspect that someone else knows any of your Password, your Personal Verification Questions or the corresponding answers, you must change all of your Passwords and Personal Verification Questions immediately.

## **6. Responsibility for losses**

You are responsible for any Losses that result from your own use of your User ID and your Password or Personal Verification Questions. You are also responsible for any Losses that result from any use by a third party of your User ID and your Password or Personal Verification Questions. Without limiting the generality of the first sentence in this section, you are also responsible for any Losses that result if:

- You make an entry error when using CIBC Precious Metals Online;
- You claim that an account or Service was accessed by someone else but you do not co-operate fully in an investigation by us or the authorities; or
- Someone else uses your User ID without your authority but your actions (or inaction) contribute to that unauthorized use.

## **7. Use an anti-virus program, anti-spyware program and firewall; signing off**

The Electronic Device you use 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 Electronic Device you use to access CIBC Precious Metals Online has an up-to-date anti-virus program, anti-spyware program and a firewall, if such security measures are available for your Electronic Device. To prevent unauthorized access to your account, you must sign off of CIBC Precious Metals Online, close your browser, or sign off of the mobile applications used by you for Mobile Banking, as soon as you finish using them.

## **8. Information on site is general only**

The information on this site is general only. It is not intended as specific investment, financial, legal or tax advice and you should not rely on it as such. We may change the information on this site at any time without prior notice. Prices of metals, exchange rates, interest rates and other market information may change rapidly. Past prices, rates and other market information is not indicative of future performance of the same.

## 9. Transaction limits, anti-money laundering and credit bureau check

CIBC will assign a maximum daily transaction limit to transactions in your account. You consent to CIBC's accessing credit bureau information about you and to contact any other financial institution with whom you have an account in order to verify your identity. You specifically consent to CIBC using any information about you that it has obtained in the registration process to access such credit bureau information. CIBC has assigned a maximum daily transaction limit of CAD 9,500.00 to your account, but shall have the right to modify this limit at any time without notice to you. **You agree that any transaction you initiate on CIBC Precious Metals Online is for yourself and not on behalf of any third party beneficiary and is for investment purposes.**

## 10. Purchases

Items available for purchase will be displayed on CIBC Precious Metals Online, however certain items listed on the website may not be available at all times. Items may not always be exactly as shown and the dimensions and weight of such items are approximate. CIBC Precious Metals Online will show an indicative price for each item, **which is not the final price of the item.** The indicative price approximates the sale price of that item, but the final sale price is subject to any fluctuations in the price of the relevant precious metal between the time of display and the time that an order is confirmed. The final price will only be displayed when you reach the final checkout page and complete your order within the time limit indicated on the checkout page. Prices on the checkout page will generally be updated every two minutes. If you do not complete your order within this time, you will need to re-price your order (by clicking "Re-price") which may be executed at a different price. Any applicable taxes, shipping and administration fees will be added to your order and displayed at the final checkout page. Tax charges are based on applicable federal, provincial and harmonized sales tax rates based on the delivery address associated with your order. Where required, sales tax will also be applied to the shipping charges. All amounts quoted are in Canadian dollars. The name and address on the bank card used for payment on CIBC Precious Metals Online must be identical to the name and address which is on your CIBC Precious Metals Online account. The final checkout page will list all relevant transaction details and charges and, after reviewing this information to confirm its accuracy, you will be asked on the final checkout page to click an "Confirm purchase" button. Clicking the "Confirm purchase" button will mean that you agree to purchase the listed items at the listed prices on the terms set out in these Terms and Conditions. **You should carefully review all of the transaction details on the final checkout page to ensure that they are correct before clicking "Confirm purchase".**

## 11. Changes to or removal of the services

You understand that we may add, remove or change any part or feature of CIBC Precious Metals Online, the Information Services or the Web Site at any time, without giving notice to you. We may withdraw your access to CIBC Precious Metals Online at any time, without notice to you, in which case these Terms and Conditions will continue to apply in respect of your past access. We will not be liable for any Losses or inconvenience that result from our withdrawal of your access.

## 12. Delivery

Items will be delivered by Purolator or another courier service selected by CIBC and may only be delivered to the residential address that you provided at the time of registration, as the same may be updated in your registration profile from time to time. It is your responsibility to ensure the information in your profile remains accurate. Deliveries will not be made to PO Boxes or commercial addresses. Deliveries are subject to the terms and conditions of the courier service which can be found at [purolator.com/en/terms-and-conditions-service](http://purolator.com/en/terms-and-conditions-service). You agree to these terms and conditions when you place an order through CIBC Precious Metals Online. You agree that the courier may leave any items with any person who appears to be an adult at the delivery address and that neither the courier nor CIBC has any duty to verify the age or identity of the recipient. It is your responsibility to ensure that you have made proper arrangements for the receipt of the parcel containing the items you have purchased as CIBC accepts no responsibility for items that have been delivered in accordance with the terms and conditions of the courier. If the courier is unable to complete the delivery (after at least one attempt) a notice will be left with instructions for you to pick up the order. If you do not pick up the order within 5 business days after the day on which the notice was left, the contents of the package will be sold back to CIBC at our then-current prices plus our normal fee for this service. The purchase price may be greater or lesser than the one in place at the time you purchased the item. You will have no other remedies against CIBC in respect of a shipment that has not been picked up.

### 13. Cancellation / Returns

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person or per order. In the event that we make a change to or cancel an order, CIBC will attempt to notify you but assumes no liability for failure to do so. **You may not cancel an order after you have clicked on the “Confirm purchase” button on the final checkout page. After clicking the “Confirm purchase” button, all sales are final.** While CIBC may in its sole discretion from time to time be willing to repurchase items you have purchased, CIBC will not repurchase any collector coins sold on CIBC Precious Metals Online. If you have received an incorrect item, please contact the [CIBC Precious Metals Online Support Desk](#). Upon receipt of the incorrect item, CIBC will ship you the correct item at its own expense and will reimburse you for any shipping charges incurred by you in returning the incorrect item. Otherwise, we will repurchase the incorrect item from you at our then-current prices plus our normal fee for this service. This purchase price may be greater or lesser than the one in place at the time you purchased the incorrect item. You will have no other remedies against CIBC in respect of an incorrectly shipped item.

### 14. Confirmations of transactions

Upon submission of a purchase order on CIBC Precious Metals Online, CIBC will send you an email confirming the relevant details of the items purchased and the applicable purchase price and related charges. When your order has been shipped, CIBC will send you an email advising you of that fact and containing a tracking number for the shipment. The transaction details contained in these confirming emails will be taken as correct, absent manifest error.

### 15. No liability for use of site

CIBC will only be liable to you for direct damages that are finally judicially determined to have resulted from our gross negligence, fraud or willful misconduct. **CIBC will not be liable for any damages, losses or expenses (including direct, indirect, special, incidental, consequential or punitive damages) arising from the inability to use this site or the site information, or an error, omission, interruption, defect, delay, computer virus, system failure, loss of data or otherwise, even if CIBC or its representatives are advised of the possibility of such damages, losses or expenses.** Without limiting section 6 of these terms and conditions, in no circumstances will CIBC be liable to you for any damages resulting from:

- Your failure to sign off of CIBC Precious Metals Online after you have finished using it;
- Your failure to comply with any of your obligations under these Terms and Conditions or the Legal Notices;
- Your failure to use up to date anti-virus software, anti-spyware software and a firewall on the Electronic Device you use to access CIBC Precious Metals Online, if such security measures are available for the Electronic Device you used;
- Government restrictions or actions, exchange or market rules or the suspension of trading; or
- A situation in which CIBC Precious Metals Online is unavailable for any reason, or is available but subject to delays or errors.

These limitation apply to any act or omission of us or our employees, officers, directors, affiliates, agents or suppliers, including any negligent acts or omissions of such persons, and to any Losses resulting from such act or omission, even if we were advised of the possibility of damages, regardless of the form or the basis of action, including a cause of action in contract, tort (including negligence), statute or any other doctrine of law.

### 16. Applicable law

Except where prohibited by the laws of your jurisdiction, this site and your use of CIBC Precious Metals Online will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to the principles of conflicts of law.

### 17. Our process for resolving your complaints

We have created a process for dealing with complaints that we believe is both effective and efficient. We expect every CIBC employee who receives a customer complaint to take ownership of the issue and ensure that the complaint is resolved quickly. If you have a complaint, we encourage you to follow the complaint procedure outlined here.

### Step 1: Where you do business with us

In most cases, a complaint is resolved simply by telling us about it. You should be able to get swift results by talking to our employees or Manager where you do business with us. You can speak with us in branch or by calling Telephone Banking at [1 800 465-CIBC](tel:1800465CIBC) (2422).

### Step 2: Client Care Centre

If the problem is not resolved to your satisfaction, you can contact the CIBC Client Care Centre. You can reach us by:

**Telephone:** [1 800 465-CALL](tel:1800465CALL) (2255)

**Fax:** [1 877 861-7801](tel:18778617801)

**E-mail:** [client.care@cibc.com](mailto:client.care@cibc.com)

**Write to:**

CIBC Client Care  
P.O. Box 15, Station A  
Toronto, ON  
M5W 1A2

**Be sure to include:**

- Your name and contact information where you prefer to be reached
- The nature of your complaint
- Details relevant to the complaint and with whom you have already discussed the issue.

If you are dissatisfied with the decision of the CIBC Client Care Centre, you may contact or be directed to the CIBC Ombudsman.

### Step 3: CIBC Ombudsman

Assuming you have followed the complaint escalation steps outlined above and you remain unsatisfied with Client Care's resolution, you can contact the CIBC Ombudsman. Then, if the matter falls within the CIBC Ombudsman's mandate ([cibc.com/ombudsman](http://cibc.com/ombudsman)), and providing legal action has not been taken on the matter, the CIBC Ombudsman will conduct a further investigation. You can reach the Ombudsman by:

**Telephone:** [1 800 308-6859](tel:18003086859) or [416 861-3313](tel:4168613313) in Toronto

**Fax:** [1 800 308-6861](tel:18003086861) or [416 980-3754](tel:4169803754) in Toronto

**E-mail:** [ombudsman@cibc.com](mailto:ombudsman@cibc.com)

**Write to:**

CIBC Ombudsman  
P.O. Box 342  
Commerce Court  
Toronto, ON  
M5L 1G2

If the above steps do not resolve your complaint, you may consider escalating the matter. See the listing for Independent Consumer Support Agencies.

### Independent consumer support agencies

In addition to CIBC's 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.

### Ombudsman for Banking and Services And Investments (OBSI)

You can contact the OBSI, who is independent from CIBC and whose purpose is to review your personal or business complaint when you do not accept the decision of the CIBC Ombudsman; or when 90 days have elapsed since escalating your concerns to the CIBC Client Care Centre.

Where appropriate, OBSI may seek the assistance of CIBC's internal complaint resolution staff – including the CIBC Ombudsman – to facilitate the earliest possible resolution to your complaint. You can reach the OBSI by:

**Telephone:** [1 888 451-4519](tel:18884514519)  
**Fax:** [1 888 422-2865](tel:18884222865)  
**E-mail:** [ombudsman@obsi.ca](mailto:ombudsman@obsi.ca)  
**Website:** [obsi.ca](http://obsi.ca)

**Write to:**

Ombudsman for Banking  
Services and Investments  
401 Bay Street  
Suite 1505, P.O. Box 5  
Toronto, ON  
M5H 2Y4

If you choose to contact the OBSI at the conclusion of the CIBC Ombudsman investigation, you should do so within six months from the date of CIBC's response to you, as OBSI reserves the right to decline any investigation after that time.

### **The Financial Consumer Agency Of Canada**

The Financial Consumer Agency of Canada (FCAC) supervises federally-regulated financial institutions, such as CIBC, to ensure they comply with federal consumer protection laws. Federal consumer protection laws affect you in a number of ways. For example, financial institutions must provide you with 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 the interest of consumers. If you have a regulatory complaint or a complaint concerning a voluntary code of conduct, you can contact the FCAC by:

**Telephone:** [1 866 461-3222](tel:18664613222)  
**Web Site:** [fcac-acfc.gc.ca](http://fcac-acfc.gc.ca)

**Write to:**

Financial Consumer Agency of Canada  
6th Floor, Enterprise Building  
427 Laurier Ave. West  
Ottawa, ON  
K1R 1B9

The FCAC will determine whether the financial institution is in compliance. It will not, however, resolve individual consumer complaints.

### **The Privacy Commissioner of Canada**

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

**Telephone:** [613 995-8210](tel:6139958210) or [1 800 282-1376](tel:18002821376)  
**Fax:** [613 947-6850](tel:6139476850)  
**Web Site:** [priv.gc.ca](http://priv.gc.ca)

### **Voluntary Codes of Conduct**

Voluntary Codes of Conduct are guidelines and commitments that are designed to protect you, our customers. CIBC has voluntarily adopted a number of codes. These codes can be found on [www.CIBC.com](http://www.CIBC.com) or you can obtain a copy of "Our Service Commitment to You" brochure at any CIBC branch.

## **18. Definitions**

In these Terms and Conditions, the following terms have the following meanings:

**"Information Provider"** means a supplier who provides us, directly or indirectly, with all or part of our Information Services

**"Information Services"** means any information services we may make available online, including news, market quotations, and information about events or third parties.

**CIBC Precious Metals Online terms and conditions**

**"Losses"** means any and all damages, claims, fines, penalties, deficiencies, losses, liabilities (including settlements and judgments), costs and expenses (including interest, court costs, reasonable fees and expenses of lawyers, accountants and other experts and professionals or other reasonable fees and expenses of litigation or other proceedings or of any claim, default or assessment), 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 these Terms and Conditions or CIBC Precious Metals Online, even if CIBC was advised of the possibility of damages or was negligent.

**"Password"** means a confidential combination of numbers and/or letters you use to sign on to or transact on CIBC Precious Metals Online or a telephone system related to CIBC Precious Metals Online, and the answers to any online Personal Verification Questions you have chosen that permit you to sign on to CIBC Precious Metals Online if you forget your password.

**"Personal Verification Questions"** means the questions and answers that you may be required to choose, and provide answers to when prompted, to help us confirm that you are the person accessing CIBC Precious Metals Online.

**"User ID"** means the user ID that you use to sign on to CIBC Precious Metals Online.

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