

## Business Credit Card Privacy Disclosures, Terms and Conditions

Please read the *Business Credit Card Privacy Disclosures and Terms and Conditions and Authorization* below. In order to submit your application, you must select "I Agree" at the bottom of the page.

If you have indicated that you are self-employed, please note that CIBC may require your financial statements in order to process your application.

### Privacy Disclosures

**Privacy Disclosure for all Cardholders:** In this section, "CIBC", "we" or "us" refers to the Canadian Imperial Bank of Commerce and its Canadian affiliates. You consent to the collection, use and sharing of your personal information as described in the "CIBC Canada Client Privacy Policy". This includes exchanging information about you within CIBC and with credit bureaus, program partners, and others as may be needed for: (i) identifying you; (ii) qualifying you (or someone you are providing a guarantee for) for products and services; (iii) confirming information you give us; (iv) protecting you and CIBC from error and criminal activity; (v) confirming your creditworthiness; (vi) fulfilling legal and regulatory responsibilities; or (vii) marketing products and services of CIBC, any CIBC partner program, or other third parties. We may contact you for any of these purposes at the numbers and addresses you have provided to us, including by automatic dialing-announcing device. If you no longer want to receive marketing from CIBC, you may contact CIBC at 1 800 465-CIBC (2422) at any time. You will not be refused products or services just because you choose not to receive marketing.

The "CIBC Canada Client Privacy Policy" is available at any banking centre or [www.cibc.com](http://www.cibc.com). This policy may be updated from time to time. We will post our most up-to-date policy on our website.

If you provide us with your Social Insurance Number (SIN), we may share it with credit bureaus to help make sure we get the correct credit bureau report. However, this is voluntary and you will not be refused products or services just because you choose not to provide your SIN.

### Additional Partner Program Privacy Disclosures

**Aeroplan partner program only:** When you apply for an Aeroplan credit card, we share your personal information with Aeroplan and Air Canada. This includes your:

- Contact information (name, address, email and phone number)
- Language of choice
- Date of birth
- Aeroplan membership number, if you gave it to us

Here is how we share information with Aeroplan and Air Canada if your application is approved.

#### **What we provide to Aeroplan and Air Canada**

We share information about your credit card transactions, including:

- The merchant's name and address
- The transaction date and amount
- Who made the transaction, you or an authorized user

#### **What they do with this information**

- Understand what you like and send you offers you might enjoy.
- Share insights from your information with others in the Air Canada group of companies. They may send you offers.
- If you agree separately, Aeroplan may also share with its program partners. These partners may then send you offers to promote their products and services.

#### **What they provide us**

- Your Aeroplan status and a general idea of how many points you have
- How you use your points
- The CIBC Aeroplan credit card benefits you use (like buddy or lounge passes)

#### **What we do with this information**

- Tell you about CIBC products that suit you
- We may also remove all your personal details and then use the general information for internal research and reporting.

Read the CIBC Aeroplan Program Privacy Statement available at [cibc.com/aeroplanprivacy](http://cibc.com/aeroplanprivacy) for more information.

**To become a member of the Aeroplan Program you need to agree to the Aeroplan Terms and Conditions and consent to the Aeroplan Privacy Policy.** The Aeroplan Privacy Policy explains how Aeroplan handles your personal information, including your credit card transactions, especially to understand your interests so it can make you offers. It also explains your privacy choices. For example, you can choose not to share your information with certain members of the Air Canada group of companies.

You will get an email from Aeroplan with a link to the Aeroplan Terms and Conditions and the Aeroplan Privacy Policy. You can also find them both on the Air Canada website. Please read both documents. **When you use your CIBC Aeroplan credit card after you get this email, you will be telling Aeroplan that you have read and agree to the Aeroplan Terms and Conditions and have read and consent to the Aeroplan Privacy Policy.**

## Business Credit Card Privacy Disclosures, Terms and Conditions

**Costco Rewards Program Partner Only:** When you apply for and have an active CIBC Costco credit card, you are consenting to the following:

We share certain personal information from your credit card application with Costco Wholesale Canada Ltd. ("Costco"), which owns and operates the Costco Membership Program, in order to process your application. We will share your: name, Costco membership number, status of your application (submitted or completed).

If your application is approved, we share certain additional personal information with Costco, in order to provide you with the CIBC Costco credit card and related rewards and services. We will share your: credit partnership ID number (CPAID), last 4 digits of your credit card, expiry date of your credit card, postal code, account status, gift certificate information such as gift certificate amount and number.

CIBC will also share the name, postal code, membership number and account status of any authorized users of the CIBC Costco credit card with Costco.

Costco will share information with CIBC related to Cardholder's Costco Membership comprised of the Cardholder's name, Costco membership photo and number (both of which will appear on the credit card), membership start date, type and tier, along with the status of the Costco Membership. Costco will provide CIBC with Cardholder's resale permit number, if applicable. Costco will also provide CIBC with gift certificate redemption information, such as amount redeemed, when and where it was redeemed, and gift certificate number.

CIBC and Costco collect, use and share this personal information, and any updates to this information, with each other from time to time for the purposes of establishing, administering and maintaining Cardholder's CIBC Costco credit card and your Costco membership. Costco and CIBC may also use the information that we collect and share to inform you of offers from CIBC.

We and Costco may remove personal details about the Cardholder and use this anonymous data in several ways: for internal reports and analytics, to market and improve the CIBC Costco credit card program and its product and services, to share it with affiliates and partners that may use it in the same ways.

Costco may also collect, use and share this information as described in its privacy policy.

For more information about how Costco may collect, use or share Cardholder's personal information or to learn about the choices Cardholders may exercise with respect to Costco's handling of personal information please review its online privacy policy at [www.costco.ca/privacy-policy.html](http://www.costco.ca/privacy-policy.html) or contact the Costco Privacy Officer, in writing, at:

Costco Wholesale Canada Ltd.  
415 West Hunt Club Road  
Ottawa, ON K2E 1C5  
Attention: Privacy Officer

## Terms and Conditions

**Terms for Primary Cardholder only:** You are asking CIBC to open an Account in your name and issue a CIBC credit card to you and any person(s) you name as an Authorized User. You will be solely responsible for the full Balance including for all Transactions by the Authorized User(s). You agree to be bound by the CIBC Business Cardholder Agreement (Personal Liability) we will send you, as amended or replaced from time to time. You will indicate your acceptance of the CIBC Business Cardholder Agreement (Personal Liability) by signing, using, or activating a card, accessing your Account in any way or making a payment on your Account. You also agree to be bound by the Cardholder Banking Service Agreement, as amended or replaced from time to time. It applies if you register a CIBC deposit or other account for access through your CIBC credit card. You authorize us to charge the non-refundable annual fees (if applicable) to your Account. You acknowledge that Card features/ services may change from time to time.

You must tell us immediately if your Card or Card Details are lost or stolen or your Account is compromised. If you report that your Card, account information, including Card Details, or PIN has been lost or stolen or is otherwise at risk of being used in an unauthorized manner, you will not be liable for any unauthorized Transactions following the receipt of that report. Please see your CIBC Business Cardholder Agreement (Personal Liability) for more information.

If we advised you that a CIBC credit card is preapproved, you understand that we may withdraw this offer if any unfavourable change in your financial position or account status has occurred recently or occurs after you sign this form.

**Additional terms for CIBC bizline® Visa\*, CIBC Aventura® Visa\* Card for Business, CIBC Costco®† Business Mastercard® and CIBC Aeroplan® Visa\* Business Cardholders only:** You (the Primary Cardholder) give all of above consents, and agree to the terms and conditions on your behalf personally and on behalf of the Business. You certify to CIBC that you have full authority to bind the Business and give these consents and agree to these terms on its behalf. (Above and below, the word "you" refers to the Business and yourself jointly.) You confirm that the Account will be used for Business purposes only. You and the business will be individually and jointly responsible (in Quebec, you will be solidarily liable) for the full Balance including for all Transactions by the Authorized User(s).

**Terms for Authorized User only:** We will send the Primary Cardholder the CIBC Business Cardholder Agreement (Personal Liability), other agreements and card terms (collectively the "Agreements"). You agree to be bound by the Agreements, as amended and replaced from time to time. Signing, using or activating a Card or using the Account in any way will indicate that you have accepted the Agreements. We will send all Agreement amendments, other information, and Card renewals/replacements to the Primary Cardholder.

**Additional terms for Loyalty Programs:** If the Card you have applied for allows you to earn loyalty rewards, you agree to be bound by the loyalty program terms and conditions, as amended and replaced from time to time. You acknowledge that these programs may be changed or terminated at any time, subject to applicable law.

**Terms for Balance Transfers:** If your application is approved, we will process item 1 first, then item 2, then item 3. If any item would make you exceed your Available Credit or Available Cash, that item will not be processed; we cannot process partial amounts. Interest applies from the date the transfer is posted to your Account. You are also responsible for interest that continues to accrue on the non-CIBC account(s) from which you are transferring a balance(s) until the transfer amount is credited to the non-CIBC account(s). Please note that interest may be charged at the same time on both your CIBC Account and the account(s) from which you are transferring a balance, until the transfer amount is credited to the non-CIBC account. Balance Transfers do not result in cancellation of your non-CIBC accounts. The Balance Transfer form cannot be used for transfers from/payments to other CIBC credit cards; such requests will not be processed. Please remember to continue to make your minimum payments on non-CIBC accounts (from which you are transferring balances) until the Balance Transfer amounts are credited to those accounts (allow 3 to 4 weeks) to avoid late fees. Please note that stop payments cannot be processed on Balance Transfers. Completion of every section will ensure prompt processing. Balance transfers do not earn loyalty rewards.

## Disclosures

**CIBC Aventura® Visa\* Card for Business, CIBC Aeroplan® Visa\* Business Card and CIBC bizline® Visa\* Card:** If you are applying for the CIBC Aventura Visa Card for Business or the CIBC Aeroplan Visa Business Card and cannot be approved, you are asking CIBC to consider you for a CIBC bizline Visa Card instead. You understand that the CIBC bizline Visa Card has the same fees as the CIBC Aventura Visa Card for Business or the CIBC Aeroplan Visa Business Card except that it:

- has no annual fee;
- has a variable annual interest rate, ranging from CIBC Prime + 1.5% to CIBC Prime + 13%, depending on your personal credit bureau information. Call 1 800 465-CIBC (2422) for more information;
- includes only \$100,000 Common Carrier Accident Insurance; and
- has no loyalty program or other travel benefits.

**Insurance Included as a Feature of your Credit Card – Disclosure**

Insurance coverage(s) included with CIBC credit cards are underwritten by **Royal & Sun Alliance Insurance Company of Canada (RSA)**. You may contact RSA at 1 866 363-3338 in Canada and the U.S or collect from elsewhere at 905 403-3338 or visit [cibccentre.rsagroup.ca](http://cibccentre.rsagroup.ca). Different cards will have different coverage(s). To learn about which coverage(s) are included with a specific card, and important information regarding coverage eligibility requirements, benefits, limitations and exclusions, go to Agreements and Insurance and review **the insurance** certificate(s) in your card package. Some insurance coverage(s) require purchase(s), auto rentals, common carrier fares, hotel or motel and other trip costs to be charged to the card and be for business purposes to activate coverage. Other conditions may also apply. Auto Rental Collision and Loss Damage Insurance (CLDI) is available for automobile rentals of up to 48 days for rental vehicles with a MSRP of up to \$65,000 CAD. The full cost of the rental must be charged to the card and the rental agency's Collision Damage Waiver (CDW) or Loss Damage Waiver (LDW) must be declined. CLDI provides coverage up to the actual cash value (ACV) of the rental vehicle as defined in your insurance certificate. Note that some rental agencies may assess their damages at an amount greater than the ACV of the rental vehicle and you may be liable to them for the difference. Before declining the rental agency's CDW or LDW, you should read carefully and compare the terms of the rental agreement, the CLDI insurance certificate in your card package and any other insurance you own to decide which coverage best meets your protection needs. Trip Cancellation and Trip Interruption Insurance may not cover certain pre-existing health and medical conditions. Certain RSA coverages are "excess insurance" (all other sources of insurance and recovery must be exhausted before coverage is available).

**Interpretation:** Capitalized terms used in this application have the meanings given to them in the CIBC Business Cardholder Agreement (Personal Liability) unless otherwise defined.

**Quebec only:** You have expressly requested that this form and any related documents be drawn up in English.  
*Vous avez expressément exigé que le présent formulaire et tout document qui s'y rattache soient rédigés en anglais.*

For more information about Cards, please call 1 800 465-4653 toll-free or for CIBC Costco Business Mastercard please call 1 866 346-2999 toll free. The CIBC Business Cardholder Agreement (Personal Liability) and other information may also be obtained from [www.cibc.com](http://www.cibc.com). The Card interest rates and fees shown are current as of January 20, 2024.

\* Trademark of Visa International, used under license.

® Aeroplan is a registered trademark of Aeroplan Inc. used under license.

®† Registered trademark of Price Costco International, Inc. used under license.

Mastercard and the circles design are registered trademarks of Mastercard International Incorporated.

All other trademarks are owned by CIBC or related entities.