

Welcome. Your CIBC Costco Business Mastercard[®] has arrived.



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Welcome to your CIBC Costco Business Mastercard

Thank you for choosing the CIBC Costco Business Mastercard, you've made the right choice. You can now earn cash back on every dollar you spend, everywhere Mastercard is accepted, including at Costco. Please take a moment to read through this guide and learn more about everything your new card has to offer. Remember that the CIBC Costco Business Mastercard doesn't just earn you great cash back rewards, it also doubles as your Costco membership card.¹

This guide covers the benefits of the CIBC Costco Business Mastercard.

It's helpful to keep it for future reference. You can also access this guide and other important information about your CIBC Costco Business Mastercard at <u>cibc.com/costcobusiness</u>.

For additional benefits for your business offered by Mastercard, please visit mastercard.ca/business-benefits.

Your guide to getting started

- Activate each card through CIBC Mobile Banking[®] or CIBC Online Banking[®] or by calling CIBC at <u>1866 346-2999</u> (in Canada and the US) or <u>416 784-0116</u> (from elsewhere). If your card is a replacement from another product, you can also activate it by making a purchase with your existing PIN.
- **2.** Register for CIBC Online Banking and download the CIBC Mobile Banking App to help stay on top of your spending. Learn more at <u>cibc.com/howtoregister</u>.
- **3.** Pay with your phone by adding your CIBC Costco Business Mastercard to your mobile wallet. Learn more at <u>cibc.com/ways-to-pay</u>.

Earn rewards on every purchase



You'll earn cash back on every dollar you and your Authorized Users spend on purchases. Cash advances, balance transfers, CIBC Global Money Transfers™, payments, CIBC Convenience Cheques, cash-like transactions or purchases made with the Gift Certificate, fees and interest are not considered purchases and will not earn cash back.

\$100 Welcome Bonus

You will receive a \$100 statement credit when \$3,000 or more is spent within 120 days from the day your account was opened.³

More features. More benefits.

Unlimited cash back

There's no limit on how much you can earn throughout the year. The amount of cash back you earn depends on the category that merchants use to classify your purchase. When you reach your annual spend² in a category, you'll still earn cash back at 1% for the remainder of the calendar year in that category.

Cash back gift certificate

In January, you'll receive a cash back gift certificate for the cash back you earned throughout the previous year that you can redeem at Costco. Your gift certificate is redeemable only at Costco warehouses in Canada for almost anything in the warehouse.⁴ You'll receive your cash back gift certificate with your January statement either digitally or in the mail. Track your cash back total earned from January to December each year through your CIBC Mobile Banking App or CIBC Online Banking and on your statement.⁴

Your account must be open and in good standing, which means that it's not past due, over the credit limit, or suspended, and you must have a valid Costco

membership to be eligible for a cash back gift certificate. Eligibility is determined based on the status of your account and membership on December 31 each year. If your account is not eligible for the cash back gift certificate, you will lose the cash back earned in the previous year.

Using your cash back gift certificate

View and print your annual cash back gift certificate through the CIBC Online Banking and CIBC Mobile Banking App, or show it on your mobile app to redeem at any Canadian Costco warehouse. If you receive paper statements, you also have the option to present the gift certificate that was sent with your January statement.

The cash back gift certificate can only be redeemed once and only by the Primary Cardholder.

CIBC Business Banking and Advisory Services

As a CIBC Costco Business Mastercard client, you can access personalized consultation with a business banking expert who will assess your business needs and provide strategic guidance and advice to help you achieve your financial goals. This includes access to a full suite of deposit accounts, financing options with credit lines and loans, payment processing services, and more. Visit or contact your local CIBC Banking Centre to connect with a business banking expert.

Insurance protection⁵

The information provided in this section is intended as general information only. Please refer to the enclosed Certificates of Insurance for the specific terms of your coverage, including the benefits, eligibility conditions, limitations and exclusions.

For information, or to make a claim, please visit <u>**cibc.client.insure**</u> or call 1866363-3338 in Canada and the US, or collect from elsewhere at 905403-3338.

Mobile Device Insurance

Provides repair or replacement coverage up to \$1,000 (CAD) per occurrence, per insured person, for your personal mobile device in the event of loss, theft, or accidental damage for up to 2 years following purchase. Coverage is available when the full cost of the cell phone, smartphone or tablet (or any portion of the cost, if financed through a Canadian wireless service provider or a Canadian Buy Now Pay Later service provider) is charged to your CIBC Costco Business Mastercard. Refer to your Certificate of Insurance for details.

Purchase Security & Extended Warranty Insurance

Most new items purchased with your CIBC Costco Business Mastercard could be replaced, repaired, or you could be reimbursed if they are lost, stolen or damaged within 90 days of purchase. Plus, with Extended Warranty Insurance, you could extend the period of the original manufacturer's warranty up to one additional year on most purchases. Refer to your Certificate of Insurance for details.

These insurance coverages are "excess insurance" meaning all other sources of recovery, indemnity, or insurance coverage must be exhausted before these insurance coverages pay any benefits to you.

Manage your card

CIBC offers several features to manage your credit card digitally. Modern, convenient and safe banking on your terms, when and where you want. Simply sign on to CIBC Mobile or Online Banking to get started. Enjoy on-the-go banking by downloading our award-winning CIBC Mobile Banking App for iPhone[®], iPad[®] and Android[™].

Activate your card

Just received your card and ready to use it? Easily activate a new or replacement credit card online at any time.

Choose your PIN

Easily choose or change your PIN online, from anywhere in the world, at any time.⁶ For more information, visit <u>cibc.com/managemycard</u>.

eStatements offer ease and convenience

View up to seven years of your credit card statements online and on your mobile device. Save and print your statements any time or download them to use with your business finance software. Track company and employee expenses separately and instantly.

Manage your statement preferences via Customer Services on the left navigation panel within CIBC Mobile and Online Banking.

Lock and unlock your card

Misplacing your credit card can be stressful. With the Lock and Unlock feature, you can instantly lock your credit card with a few quick clicks and unlock it easily when you find it.

Replace lost, stolen or damaged card

If your card is lost, stolen or damaged, you can request a replacement card digitally in a few simple steps through CIBC Mobile or Online Banking. Simply select Manage My Card on your Credit Card Details page and follow the steps to use the Replace Lost or Stolen Card feature. A new card will be sent to you in the mail. If you are an existing mobile wallet user, you will get instant access to your replacement card in your mobile wallet.

Alerts and security

You can set alerts using our digital channels and we will notify you of certain events on your accounts based on the alerts that have been set. You can choose to be notified through your My Messages, in CIBC Mobile or Online Banking, by e-mail or by phone.

- **Credit card transaction alerts** allow you to stay on top of your credit card activity and quickly identify unauthorized transactions without having to sign on. Receive alerts in real-time whenever a transaction occurs on your card. Choose to receive alerts for all transactions or specify a dollar threshold over which to be notified.⁷
- Other alerts and reminders such as real-time fraud alerts, when your minimum payment is due and when your eStatement is ready can be set using our digital channels.

Visit <u>cibc.com/alerts</u> to learn more about how to set and manage alerts.

Enhanced transaction details

Easily recognize your credit card transactions by clicking on transactions to see additional merchant details, including merchant contact details and address.

For more information, visit <u>cibc.com/managemycard</u>

Optimize and control business spending

At the end of each month, all charges will be organized by each Authorized User and will appear on the Primary Cardholder's monthly statement, which means you'll only have a single payment to make. Even better, with CIBC's added credit management features you'll be able to view all your card purchases organized into spend categories, set budgets and more, allowing you to easily track employee and company expenses.

CIBC Pace It[™] Installment Plans⁸

When you choose to make a large purchase for your business, you can use CIBC Pace It. Pace your payments with Installment Plans at lower interest rates on eligible card purchases over a fixed term. Eligible Costco purchases will receive preferred interest rates. No credit checks required. Some restrictions apply.

Visit <u>cibc.com/paceit</u> to learn more.

Online spend report

Get a more detailed view of your credit card spending and create customized monthly budgets.

Personal spend manager

Create your own personal spend categories to track and manage what's important to you.

Enhanced monthly statement

Track and manage your monthly and year-to-date spending organized in ten common spend categories on your printed statement.

Spend alerts

Set up alerts through CIBC Mobile and Online Banking and choose to be notified by phone, email or online message when you've exceeded your customized budget or are nearing your credit limit.⁷

Everyday management

Sign on to CIBC Mobile or Online Banking to check your account balance, view recent transactions, pay your monthly bill or set up future payments. You can also request a credit limit increase, additional cards and more.

Opt-in to CIBC Insights on the CIBC Mobile Banking App for tailored tips to help you manage your spending and avoid unwanted surprises.

Organize your payments

Consolidate recurring payments on your Costco Business Mastercard by setting up pre-authorized payments to make payment reconciliation easy.

Ways to pay

Contactless and Mobile Wallet

Simply pay by tapping your card or eligible smartphone anywhere you see the)) symbol on a merchant terminal.⁹

Add your CIBC Costco Business Mastercard to a supported mobile wallet on your phone to make secure purchases in store, in app or online. Plus, in the event your card is lost or stolen, you get instant access to your new credit card in your mobile wallet right away while you wait for a replacement card.

Chip technology

CIBC credit cards use chip technology, which enhances the security of the magnetic stripe payment system.

For more information, visit <u>cibc.com/ways-to-pay</u>

Click to Pay

- 1. At merchants that display this icon \bigcirc
- 2. On Mastercard's Click to Pay enrollment page

For more information, visit <u>cibc.com/ways-to-pay</u>

Additional credit card features

Access to cash advances

Access to cash wherever and whenever you need it. You have instant access to up to \$1,000 daily with your CIBC Costco Business Mastercard at any CIBC ATM or any of the ATMs displaying the Mastercard[®], *Interac[®]* or Cirrus[®] System symbols.¹⁰ All you need is your card and PIN. You can also change your PIN online, from anywhere in the world, at any time via CIBC Online Banking or CIBC Mobile Banking.⁶ For more information visit <u>cibc.com/managemycard</u>.

Additional credit cards¹¹

You can add up to nine Authorized Users to consolidate business expenses and maximize the opportunities to earn cash back.

Authorized User spending limits

For each of the Authorized Users on the business card account, it's easy to maintain control by setting unique spending limits for purchases and cash advances on each card.¹¹ As the Primary Cardholder, you're able to monitor their spending activity via CIBC Mobile or Online Banking and can contact us at any time to change their limits.

Auto Pay Service

Stay on top of your payments with Auto Pay Service — an automatic service that takes your credit card payment from the bank account of your choice. Choose to pay either the Minimum Payment or the Amount Due by the payment due date for each month. Whichever option you choose, keep in mind that if your balance exceeds your credit limit on a statement date, the amount taken from your bank account on the payment due date will include the amount by which your balance exceeded your credit limit.

Credit card replacement and up to \$5,000 in emergency cash advances

Simple services to ease your mind because the last thing you should worry about, whether you're travelling or at home, is your credit card. If your credit card is lost or stolen, or if you suspect someone is using your credit card or the credit card number, contact CIBC as soon as possible. We'll then take the steps necessary to recover your card for you, including reporting your lost or stolen card to the appropriate authorities. A lost or stolen CIBC credit card should be reported immediately by contacting us at <u>1866 346-2999</u> in Canada and the US or collect from elsewhere at <u>416 784-0116</u>. Remember, you can also receive an emergency cash advance of up to \$5,000, subject to your available credit and your available cash if your card is lost or stolen.¹⁰

Bridge short-term cash flow needs with CIBC Convenience Cheques

You have the flexibility to use CIBC Convenience Cheques on your credit card account to make bill payments or transfer higher-rate balances from other non-CIBC credit cards.¹²

To order your free supply of personalized CIBC Convenience Cheques, call <u>1866 346-2999</u> (in Canada and the US) or <u>416 784-0116</u> (from elsewhere).

CIBC Costco Business Mastercard Credit Card Terms and Conditions

Who is eligible to apply for a CIBC Costco Business Mastercard?

- To apply for a CIBC Costco Business Mastercard in Canada you need to have an active Costco Wholesale membership. This applies to the Primary Cardholder and any Authorized Users
- · Authorized Users must have an active Costco Wholesale membership prior to being added to the account
- CIBC has the right to close the credit card account without notice if the Primary Cardholder is no longer a Costco Wholesale
 member or remove an Authorized User if they are no longer a Costco Wholesale member

Important Privacy Information or Privacy Statement

When you apply for and have an active CIBC Costco Business Mastercard, 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 and application status (submitted or completed).

When your application is approved, we share certain additional personal information with Costco, in order to provide you with the CIBC Costco Business Mastercard and related rewards and services. We will share your credit partnership ID# (CPAID), the last 4 digits of your credit card, the expiry date of your credit card, postal code, account status, and 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 Business Mastercard with Costco. Costco will share information with CIBC related to the 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 and Primary Member's Business Name, if applicable.

Costco will also provide CIBC with Gift Certificate redemption information, such as the amount redeemed, when and where it was redeemed, and the 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 the Cardholder's CIBC Costco Business Mastercard 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 Business Mastercard program and its product and services, to share it with affiliates and partners that may use it in the same ways.

CIBC will also collect, use and share Cardholder's personal information as described in CIBC Canada Client Privacy Policy, Your Privacy Is Protected. 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, and other agencies, may contact you for any of these purposes at the numbers and addresses you have provided to us. If you no longer want to receive marketing from CIBC, you may contact CIBC at <u>1800 465-CIBC (2422)</u> at any time. You will not be refused products or services just because you choose not to receive marketing.

CIBC Canada Client Privacy Policy is available at any banking centre or <u>cibc.com</u>. This policy may be updated from time to time. We will post our most up-to-date policy on our website.

For more information about how Costco may collect, use or share Cardholder's personal information, please review its online privacy policy at <u>Costco.ca/privacy-policy.html</u> 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.

Notes, trademarks and disclaimers

- ¹ The card is provided and administered by CIBC and also serves as your Costco membership card. When you have a card, you have a relationship with both Costco and CIBC.
- 2 Earn 3% on purchases (less returns) at merchants classified in the credit card network as restaurants on the first \$8,000 net annual card purchases in this category on your account. After that, net card purchases at all restaurants, will earn 1% in Cash Back Rewards. Earn 3% on purchases (less returns) at merchants classified in the credit card network as Costco gas stations within Canada and 2% on purchases (less returns) at merchants classified in the credit card network as gas merchant and electric vehicle charging with a merchant category code of MCC 5552 on the first \$8,000 net annual card purchases in this category on your account. After that, net card purchases at all gas merchants, including Costco, and electric vehicle charging with a merchant category code of MCC 5552 will earn 1% in Cash Back Rewards. Earn 2% on purchases (less returns) classified in the credit card network as Costco.ca and Costcobusinesscentre.ca purchases on the first \$8,000 net annual card purchases in this category on your account. After that, net card purchases at Costco.ca and Costcobusinesscentre.ca will earn 1% in Cash Back Rewards. Earn 2% on purchases (less returns) classified in the credit card network as shipping and professional services (this refers to eligible insurance premiums, deductibles and claim amounts) on the first \$8,000 net annual card purchases in this category on your account. After that, net card purchases at merchants classified in the credit card network as shipping and professional services, will earn 1% in Cash Back Rewards. The \$8,000 limits will reset to zero annually on January 1. Cash Back Rewards will be provided in the form of a Cash Back Gift Certificate issued in Canadian dollars to an eligible Primary Cardholder once per calendar year in January for the cash back earned in the prior calendar year. The Cash Back Gift Certificate can be redeemed at any Canadian Costco Wholesale warehouse location. Authorized Users on the Account are not issued and cannot redeem Cash Back Gift Certificates.
- ³ If an application for a CIBC Costco Business Card is submitted and approved, the Primary Cardholder will receive a \$100 statement credit when \$3,000 in net purchases are posted to the new credit card account within 120 days from the account open date. The following do not qualify as purchases for this offer: cash advances, interest, fees, balance transfers, payments or CIBC Convenience Cheques. Please allow up to 6 to 8 weeks after the final qualifying purchase has been posted to your new credit card account to receive the \$100 statement credit. Your new credit card account must be open, and in Good Standing at the time the statement credit is awarded and your Costco membership must be active. The Welcome Bonus is available only for newly opened CIBC Costco Business Mastercard accounts. Limit one Welcome Bonus per account. The Welcome Bonus is not transferable and is not redeemable for cash. This offer may be revoked if you appear to be manipulating or abusing it or are engaged in any suspicious or fraudulent activity, as determined by CIBC's sole discretion.
- ⁴ Your CIBC Costco Business Mastercard account must be in Good Standing on Dec. 31 and the Primary Cardholder's Costco membership must also be active on Dec. 31 to be eligible to receive a Cash Back Gift Certificate for rewards earned in that year. Gift Certificates may not be used towards: purchases of alcoholic beverages, cigarettes or other tobacco-related products, purchases made outside a Costco warehouse front-end register, such as purchases at Costco's gas stations, tire service centres, food courts, optical centres (Quebec only), pharmacies or purchases made online at <u>Costco.ca</u>, certain services, including travel, auto and other services designated by Costco from time to time in its sole discretion, purchases where prohibited by applicable legal or regulatory restrictions or any other purchases as determined from time to time at Costco's sole discretion.
- ⁵ Insurance coverage(s) included with CIBC credit cards are underwritten by **Belair Insurance Company Inc**. You may contact the insurer at <u>1866 363-3338</u> in Canada and the US or collect from elsewhere at <u>905 403-3338</u> or visit <u>cibc.client.insure</u>. 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, see <u>cibc.com/ca/credit-card/agreements-insurance.html</u> and the Certificate(s) of Insurance in your card package. Some insurance coverage(s) require purchase(s) and other costs to be charged to the card to activate coverage. Other conditions may also apply. Certain coverages are "excess insurance" (all other sources of insurance and recovery must be exhausted before coverage is available).
- ⁶ All Cardholders (Primary and Authorized Users) on the account may choose a PIN via CIBC Mobile or Online Banking. A PIN is required for ATM transactions and some in-store purchases.
- ⁷ Transactions must first be posted to your account before they can trigger a spend alert. It may then take up to 24 hours after a triggering transaction is posted for an alert to be sent.

- ⁸ CIBC Pace It[™] Installment Plans allow eligible cardholders to convert eligible card transaction(s) to monthly installment payments (including interest) over a fixed period of time. When you request an Installment Plan you will have the ability to choose the payment term (in months) with a corresponding annual interest rate. Once you accept the Installment Plan Terms and Conditions and the Installment Plan is created, you can cancel it at any time but you cannot change it. CIBC Pace It[™] Installment Plans are only available: (a) on Accounts in good standing; and (b) for certain eligible Account types and eligible Transactions. For complete Terms and Conditions, visit <u>cibc.com/paceit</u>.
- ⁹ Subject to merchant transaction limits.
- ¹⁰ Cash advances do not earn cash back. Interest accrues from the date advances are taken.
- ¹¹ The Primary Cardholder may assign and change the Authorized User Spending Limits (as defined in your Cardholder agreement) on the credit card account for any Authorized User(s) by contacting CIBC. CIBC may make adjustments to the spending limits any time following a decrease in the credit limit or cash limit of the card. The spending limits for Authorized Users will be subject to the overall credit limit and cash limit on the credit card account, so the funds available to an Authorized User may be less than the spending limit set. An Authorized User Spending Limit will reset monthly, or earlier if requested by the Primary Cardholder or if a payment on the credit card account is made by the applicable Authorized User. "Cash" refers to cash advances, Convenience Cheques and balance transfers. For full details, visit <u>www.cibc.com/spendinglimits.</u>
- ¹² CIBC Convenience Cheques can be ordered by calling <u>1866 346-2999</u> (in Canada and the US) or <u>416 784-0116</u> (from elsewhere). CIBC Convenience Cheques are subject to your available credit and available cash and bear interest from the date they are posted to your credit card account. CIBC Convenience Cheques do not earn cash back. Convenience Cheques will not be processed if your CIBC Costco Business Mastercard account is not in Good Standing. Convenience Cheques cannot be used for payments on, or to transfer balances from, other CIBC credit cards, CIBC Personal Lines of Credit, Loans and Mortgages. Convenience Cheques cannot be certified.

Cash Back Rewards Program Terms and Conditions

Program Terms

- 1. These Program Terms apply to the Program and replace all prior terms. These Program Terms govern your Cash Back Rewards Account and the collection and redemption of Cash Back Rewards. The Program Terms apply to the Primary Cardholder, and any Authorized User. Use of your Card is acceptance of these Program Terms.
- 2. The Cardholder Agreement also applies to the Program and if there is a conflict between these Program Terms and the Cardholder Agreement, the Cardholder Agreement will govern to the extent necessary to resolve the conflict.
- 3. If you check your Cash Back Rewards balance on your Cash Back Rewards Account, you will also be bound by the terms of use of the Website.
- 4. Different Cards have different benefits and features which are disclosed in your welcome kit and on cibc.com
- 5. Participation in the Program is restricted to Canadian Cardholders who are also Costco members.

Earning Cash Back Rewards

- 6. Each \$1.00 CAD in net Card purchases earns the amount of Cash Back Rewards disclosed by CIBC from time to time. Cents do not earn Cash Back Rewards. Cash Back Rewards will be rounded to the nearest whole cent. Cash Back Rewards are earned on Card purchases less returns, and not on cash advances, fees, interest, balance transfers, CIBC Global Money Transfers™, payments, CIBC Convenience Cheques or purchases made with the Gift Certificate. CIBC may also allow you to earn additional Cash Back Rewards for certain types of purchases from time to time.
- 7. There is no limit to the amount of Cash Back Rewards you can earn in any calendar year.
- 8. Cash Back Rewards are not earned for pending purchases and will only be earned when the purchase posts to your Account.
- 9. If a Transaction that earned Cash Back Rewards is reversed or corrected, then the Cash Back Rewards related to the Transaction will be deducted (or added if Transaction is adjusted upward) from the Cash Back Rewards Account at the same rate at which they had been earned. We have the right to make any other adjustments to your Cash Back Rewards Account in accordance with the Cardholder Agreement.
- 10. Purchases charged to your Account by an Authorized User earn Cash Back Rewards that will be added to the Cash Back Rewards Account.
- Each Monthly Statement will show the total amount of Cash Back Rewards earned or deducted during the statement period and the total amount of Cash Back Rewards held in the Primary Cardholder's Cash Back Rewards Account at the end of the statement period.

- 12. The Cash Back Rewards balance displayed on Online Banking, Mobile Banking or known to the Contact Centre may not reflect very recent transactions (including purchase refunds) that have not yet been posted to your Cash Back Rewards Account. If you have questions or concerns about your current Cash Back Rewards Account balance, you can call CIBC at <u>1866 346-2999</u> (in Canada and the US) or <u>416 784-0116</u> (from elsewhere).
- 13. By law, CIBC may be prohibited from granting you Cash Back Rewards on certain purchases.
- 14. CIBC may offer promotions as part of the Program from time to time. The promotional terms and conditions will be communicated to you separately at the time of the offer.
- 15. Cash Back Rewards are earned after your Account is enrolled in the Program. No Cash Back Rewards will be provided retroactively.

Gift Certificate

- 16. If your Account is eligible, we will provide the Primary Cardholder with a Gift Certificate in Canadian dollars containing a unique numerical identifier along with the January Monthly Statement for the total Cash Back Rewards earned in the prior calendar year (January 1 December 31). In circumstances where you receive your Monthly Statement electronically, the Gift Certificate will be provided in electronic form as part of your January Monthly Statement, if eligible. Where the Primary Cardholder has provided us with an email address, we will email the Primary Cardholder a Gift Certificate. A copy of the Gift Certificate will also be accessible through CIBC Online Banking and your CIBC Mobile Banking app.
- 17. Authorized Users on the Account are not issued and cannot redeem Gift Certificates.
- 18. Your Account must be open and in Good Standing as at December 31 in order for the Primary Cardholder to be issued a Gift Certificate in the following January. The Primary Cardholder's Costco membership must also be active as of December 31 in order to be eligible to be issued a Gift Certificate in the following January.
- If your Account is not open and in Good Standing as of December 31, the Primary Cardholder will not receive a Gift Certificate in January and will lose the accumulated Cash Back Rewards earned in the prior calendar year (January 1 – December 31).
- 20. We may deem your Account eligible to receive a Gift Certificate, even if you don't meet the definition of Good Standing, but we are not obligated to, even if we have before.
- 21. Once issued, Gift Certificates are non-refundable, non-exchangeable and non-transferable unless you are advised otherwise.
- 22. It is your responsibility to maintain accurate and up-to-date contact information with us.
- 23. We are not responsible for late, misdirected, undelivered mail (or email) or for your failure to notify us of any change to your contact information.
- 24. Gift Certificates must be surrendered at the time of redemption and are not transferable.
- 25. Gift Certificates do not have an expiry date, unless otherwise indicated.
- 26. A Gift Certificate can only be used once by the Primary Cardholder for purchases exclusively at front-end registers within Canadian Costco warehouse locations and has no value other than its monetary exchange value. Any Gift Certificate balance remaining after for Costco Wholesale warehouse purchases will be paid in the format of Costco Wholesale warehouse's choice to the Primary Cardholder at the time of use.
- 27. If you redeem a Gift Certificate more than once, the full amount of any multiple redemptions of the same Gift Certificate will be due and payable to us immediately. We reserve the right to charge to your Account the full amount of any Gift Certificates that are inappropriately redeemed.
- 28. We reserve the right to charge to your Account the full amount of any Gift Certificate you redeem that was sent to you due to computer error, machine malfunction, employee, customer or other error, fraud or other misuse of the Program, as determined in our sole discretion where permitted by applicable law.
- 29. Gift Certificates may not be used towards:
 - a. purchases of alcoholic beverages, cigarettes or other tobacco-related products
 - b. purchases made outside a Costco warehouse front-end register, such as purchases at Costco's gas stations, tire service centres, food courts, optical centres (Quebec only), pharmacies or purchases made online at <u>Costco.ca</u> and <u>Costcobusinesscentre.ca</u>;
 - c. certain services, including travel, auto and other services designated by Costco from time to time in its sole discretion;
 - d. purchases where prohibited by applicable legal or regulatory restrictions; or
 - e. any other purchases as determined from time to time at Costco's sole discretion.

More About Program Cash Back Rewards

- 30. We are not required to credit your Cash Back Rewards Account with the Cash Back Rewards earned in respect of net Card purchases during a Monthly Statement period if your Account is not open and in Good Standing at any time during a Monthly Statement period. If your Cash Back Rewards Account is credited in error or is otherwise credited with Cash Back Rewards that were not properly earned for any reason, we are entitled to remove such Cash Back Rewards from the Cash Back Rewards Account without notice and at any time.
- 31. We reserve the right to disqualify any Cardholder from participation in this Program at any time including in the event of fraud, abuse of program privileges, or violation of the Program Terms or other improper conduct, as determined in our sole discretion. Such disqualification may result in the loss or adjustment of any accumulated Cash Back Rewards.
- 32. You are responsible for reviewing the Cash Back Rewards amounts shown on each Monthly Statement. You must notify us in writing of any errors, omissions, or objections in respect of the Cash Back Rewards shown (or not appearing) on a Monthly Statement within six months from the date of the Monthly Statement on which the Cash Back Rewards appear (or should have appeared). If you do not, we are entitled to treat the Monthly Statement as correct, except for improper credits.
- 33. Your accumulation of Cash Back Rewards does not entitle you to any vested rights. Cash Back Rewards have no monetary value and cannot be exchanged for cash or credit against your Account balance. Cash Back Rewards cannot form the basis of a monetary claim against us.
- 34. Cash Back Rewards are not transferable, including with respect to any other Cash Back Rewards Account, and cannot be assigned or divided in the event of separation, divorce, bankruptcy or otherwise unless we consent. Cash Back Rewards cannot be attached, pledged or hypothecated in any way.

Death of Primary Cardholder, Account Closure and Program Termination

- 35. In the event of the Primary Cardholder's death where a spouse, common-law or civil union partner is an Authorized User of the same Account, and such spouse or partner applies and is approved as the replacement Primary Cardholder, all Cash Back Rewards will remain in the Cash Back Rewards Account. Otherwise, the Cash Back Rewards Account will be closed and a statement credit for the amount earned in that calendar year will be issued to the Account.
- 36. If a Primary Cardholder closes their Account, declines to renew their Card, or initiates a product change that leads to the closure of the Account, all Cash Back Rewards in the Cash Back Rewards Account will be forfeited without compensation. Reinstatement of the Account will not result in compensation for the forfeited Cash Back Rewards.
- 37. If we close an Account or cancel any Card related to it because the Account is not in Good Standing or for any other reason permitted under the Cardholder Agreement, the associated Cash Back Rewards Account is automatically closed and all Cash Back Rewards are forfeited immediately.
- 38. If the entire Program is to be terminated, we will send 60 days prior notice to the Primary Cardholder, which may be included with or on a Monthly Statement. Any notice will also be notice to any Authorized Users, Cardholders and Delegates. The notice will provide details on the redemption and expiry of Cash Back Rewards not redeemed before termination of the Program.

More About the Program

- 39. We may disclose information about a Cash Back Rewards Account to the Primary Cardholder, an Authorized User or any Delegate.
- 40. CIBC and their agents are not liable or responsible for any loss, injury, death, cost, damage, liability or expense you or your family members may suffer or incur, and you release and discharge CIBC and their agents from any claims, demands, causes of action and actions which may arise, in connection with any:
 - a. error or omission on the Website or other sources of information about the Program;
 - b. error or delay in crediting or debiting your Cash Back Rewards Account; and
 - c. use of a Gift Certificate.
- This release binds your legal representatives, heirs, successors and assigns.
- 41. We may amend, suspend or terminate all or any part of the Program or replace this Program with another at any time. If required by law, we will notify you of a proposed change and any other information required by law, at least 30 days before the effective date of the change. We will notify you of changes by any method allowed by applicable law, including sending a written or electronic notice to the Primary Cardholder or posting a notice on the Website where you can always locate the most up-to-date version of the Program Terms. We will send any mailed notices to the most recent mailing address for the

Primary Cardholder that you gave us. If we make a change to these Program Terms that is non-material or to your benefit, we will notify you by posting a notice on the Website. Any changes to these Program Terms or the Program may affect Cash Back Rewards which you may have already accumulated and/or any future accumulations.

- 42. The following provisions only apply to Cash Back Rewards Accounts where the Primary Cardholder is a Quebec resident: We will provide the Primary Cardholder with 60 days' notice of any change to an essential term of these Program Terms and 30 days' notice of any other change. The notice will include a comparison of the existing and new terms and the effective date of the change. The Primary Cardholder may refuse any change by cancelling their Cash Back Rewards Account by notice to CIBC within 30 days after the effective date of the change without cost, penalty or cancellation indemnity.
- 43. You are responsible for any tax liability and tax reporting obligations arising from your use of the Program.
- 44. Independent third party service providers and suppliers may provide supplies and services for the Program.
- 45. These Program Terms will be governed by and interpreted in accordance with Canadian law. The courts in the Canadian province or territory in which the Primary Cardholder resides (or of Ontario, if they reside outside Canada) will have exclusive jurisdiction over any disputes arising in connection with Cash Back Rewards and/or these Program Terms.
- 46. We reserve the right to delay or not enforce any of our rights under the Program without waiving or losing our right to enforce them later.
- 47. Capitalized terms that are used and not defined in the Program Terms will have the following meanings:
 - a. Account has the meaning set out in the Cardholder Agreement.
 - b. Authorized User has the meaning set out in the Cardholder Agreement.
 - c. Card means a CIBC credit card that is included in the Program.
 - d. Cardholder has the meaning set out in the Cardholder Agreement.
 - e. Cardholder Agreement means the Cardholder Agreement governing your Account, as amended and replaced from time to time.
 - f. Cash Back Rewards means the cash back rewards, expressed in Canadian dollars and cents, issued pursuant to the Program.
 - g. Cash Back Rewards Account means the Cash Back Rewards account linked to the Primary Cardholder's Account.
 - h. CIBC, us or we means Canadian Imperial Bank of Commerce.
 - i. Costco means Costco Wholesale Canada Ltd.
 - j. **Delegate** means any individual that the Primary Cardholder has specifically designated as allowed to make inquires or requests on the Cash Back Rewards Account.
 - k. Gift Certificate means the Gift Certificate issued pursuant to these Program Terms.
 - I. Good Standing has the meaning set out in your Cardholder Agreement.
 - m. including means "including, but not limited to".
 - n. Monthly Statement means the monthly statement sent to the Primary Cardholder with respect to the Account.
 - o. Primary Cardholder has the meaning set out in the Cardholder Agreement.
 - p. **Program** means the Cash Back Rewards Program.
 - q. Program Terms means this list of terms and conditions that apply to the Program.
 - r. Website means the website which is located at <u>cibc.com</u> or such other website address(es) that replace it.
 - s. you or your means a Primary Cardholder, Authorized User or Delegate, as applicable.

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