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CIBC Smart[™] Arrival – Terms and Conditions

Part A: General

- 1. **Scope:** These Terms and Conditions, as amended from time to time, govern your use of the Secure Portal and apply when you access or use the Services, regardless of the technology you use to access the Services. Subject to Section 2, these Terms and Conditions replace all prior agreements between you and us for your use of the Secure Portal, the Website, and the Services.
- 2. Other Agreements: These Terms and Conditions supplement any other existing and future written agreements that you have with us and any terms, conditions, or disclaimers provided on our Website. For example, there are a variety of additional terms, conditions, and disclaimers in other agreements that govern your use of the Services. If there is a conflict between a term in these Terms and Conditions and any other written agreement with us, the term of the other agreement will apply to the extent necessary to resolve the conflict.
- 3. Changes to these Terms and Conditions: We may propose to change, either permanently or temporarily, any terms and conditions (including fees, charges, or other amounts required to be paid by you, if any) or replace these Terms and Conditions with another agreement, at any time. We will give you advance written notice of a proposed change and any other information required by law, at least 30 days before the change is stated to come into effect in the notice. You may refuse the change by closing your Pre-Arrival Account and ceasing your use of the Secure Portal before the change is stated to come into effect in the notice. We will notify you of changes to these Terms and Conditions by any method allowed by applicable law including by sending you an electronic notice. You can obtain a copy of the current Terms and Conditions by visiting www.cibc.com/legal.
- 4. Interpretation: Capitalized terms used in these Terms and Conditions are defined in Section 39 below.

Part B: General Terms

- 5. **Eligibility:** CIBC Smart Arrival is available to newcomer clients with no existing banking relationship with CIBC, and who are approved to come to Canada as a permanent resident, foreign worker with a work permit for at least 12 months, or international student. Applicants must also meet the following eligibility criteria:
 - a) You must be the age of majority in the province that you plan to reside in;
 - b) The Pre-Arrival Account you are opening must only be for your own benefit (i.e., not to be used by, or for the benefit of, a friend, family member, or any other person);
 - c) You must be planning to come to Canada within 12 months of the Pre-Arrival Account being opened; and
 - d) You must be a resident of an Eligible Country.

6. Pre-Arrival Account Opening and Closure:

- a) Once we have received and approved your application to enroll in CIBC Smart Arrival, a Pre-Arrival Account will be opened in your name.
- b) You will only be permitted to make a one time wire transfer into the Pre-Arrival Account. An incoming wire payment fee will apply. For more details, please refer to the <u>CIBC Personal Deposit Account Agreements and Disclosures</u>. All other transactions on the Pre-Arrival Account are prohibited. There is no interest earned on the Pre-Arrival Account.
- c) You have 12 months from the date the Pre-Arrival Account is opened to visit a CIBC Banking Centre in Canada and complete your CIBC Smart Arrival by transferring all funds in your Pre-Arrival Account to a new CIBC account. The applicable fees on your new CIBC account will be disclosed to you at the time you open your new CIBC account. If, for any reason, your new CIBC account is not opened at a CIBC Banking Center in Canada within 12 months of the Pre-Arrival Account being opened, your Pre-Arrival Account will be automatically closed and any funds in the Pre-Arrival Account will be returned to you via wire transfer to the same bank account that they originated from. Wire transfer, processing, and foreign exchange fees will apply. For more details, please refer to Section 16 below and the CIBC Personal Deposit Account Agreements and Disclosures. Other banks may also charge a fee in connection with the wire transfer.

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- d) After your arrival in Canada, you may close your Pre-Arrival Account at a CIBC Banking Centre in Canada prior to the 12 months of the Pre-Arrival Account being opened. Otherwise, you may terminate your Pre-Arrival Account in accordance with Section 8 below.
- e) To open a new CIBC account after your arrival and complete your CIBC Smart Arrival, you must visit a CIBC Banking Centre in Canada and provide us with:
 - i) Your consent to open a new CIBC account and agreement to be bound by all the agreements that govern use of the account;
 - ii) Proof of identification, which must be a government issued passport with a photograph of yourself; and
 - iii) Proof of a Canadian address and phone number.

After providing appropriate identification, a Canadian address, and Canadian phone number, we will close your Pre-Arrival Account and transfer all funds into your newly opened CIBC account. We will only open the new CIBC account in your name.

7. Tax Residency/Status Declaration: As required by Canadian law, you declare that the tax residency information and United States person status you provide to us when you are activating your CIBC account (including any tax identification number) are, to the best of your knowledge and belief, correct and complete. If any of this information changes, you will provide us with the updated information within 30 days. Failure to provide satisfactory self-certification of tax residency or United States person status may result in your account information being reported to the relevant tax authority and you may be subject to a penalty under the Income Tax Act (Canada).

8. Terminating the Pre-Arrival Account:

- a) You or we may terminate the Pre-Arrival Account as set out in the CIBC Personal Deposit Account Agreements and Disclosures. We will have no liability for any Losses you may incur resulting from, or in connection with, a termination of your Pre-Arrival Account.
- b) If you terminate the Pre-Arrival Account, we will not reopen the Pre-Arrival Account and you will no longer have access to the Secure Portal. Funds deposited in the Pre-Arrival Account will be returned to you via wire transfer to the same bank account that they originated from. Wire transfer, processing, and foreign exchange fees will apply. For more details, please refer to Section 16 below and the CIBC Personal Deposit Account Agreements and Disclosures. Other banks may also charge a fee in connection with the wire transfer.
- 9. CIBC Smart Arrival Fees: There are no fees for applying to CIBC Smart Arrival. However, there are fees applicable to the one time wire transfer to your Pre-Arrival Account, including the incoming wire payment fee outlined in the CIBC Personal Deposit Account Agreements and Disclosures. Your local bank, payment provider, or other financial institutions may impose fees on any wire transfers made in connection with CIBC Smart Arrival. These fees are your responsibility and must be paid separately by you directly to your local bank, payment provider, or other financial institution.
- 10. **Information Provided by You:** You are solely responsible for the accuracy and completeness of all information you provide to us on the Secure Portal or otherwise in connection with CIBC Smart Arrival. If any of the information you have provided to us changes, you must tell us immediately by contacting us at 1-902-420-2422. You acknowledge and understand that your failure to provide us with accurate information may result in a delayed or returned wire transfer.

Part C: Transferring Funds and Foreign Exchange

- 11. **Transferring your funds to CIBC:** You may only request a wire transfer in connection with CIBC Smart Arrival via the Secure Portal.
- 12. **One-Time Wire Transfer:** You can only make one wire transfer before arriving in Canada. You may be charged wire transfer, processing, foreign exchange and other fees by your local bank, payment provider, or other financial institution. These fees are your responsibility and must be paid separately by you directly to your local bank, payment provider, or other financial institution.
 - a) If you send a one-time wire transfer in Canadian dollars, you will be charged an incoming wire payment fee. For more details, please refer to the CIBC Personal Deposit Account Agreements and Disclosures.
 - b) If you send a one-time wire transfer in a non-Canadian currency and your wire transfer is accepted by CIBC, you will be charged an incoming wire payment fee and you also acknowledge that Section 14 will apply in respect of the conversion of funds into Canadian currency. For more details, please refer to the CIBC Personal Deposit Account Agreements and Disclosures.
- 13. **Amount of Funds:** You are responsible for ensuring that the one-time wire transfer is made for the full amount that you intend to have upon arrival in Canada, and that it meets the requirements for immigration if you intend to use the Pre-Arrival Account for your proof of funds requirement with the Canadian government.
- 14. **Currency Conversion:** You acknowledge that, in performing any currency conversion on your behalf, CIBC will act as principal in buying and selling currency. CIBC will often earn spread-based revenue determined by the difference between the rates at which CIBC bought and sold the currency, such rates determined by CIBC in its sole discretion at the time of such conversion without having to obtain rates that limit such spread-based revenue. Such spread-based revenue will be in addition to any charges and CIBC's fees otherwise payable by you in connection with the applicable wire transfer.
- 15. Wire Transfer Instructions: The Secure Portal will provide wire transfer instructions. The funds will only be wire transferred once your CIBC Smart Arrival application has been approved and your Pre-Arrival Account has been opened. You must follow the transfer instructions to send your wire transfer. The wire transfer must be made from an account in your name. Please make sure that you will have time to go to your local bank as soon as possible after you receive the wire transfer instructions. We are not responsible for any Losses you may incur in connection with or relating to your failure to send a wire transfer. Before arriving in Canada, please make sure to check that your wire transfer was received by CIBC by signing into the Secure Portal and retrieving your proof of funds document.
- 16. **Returns and Refunds:** If, for whatever reason, a wire transfer is returned or refunded to you, you authorize CIBC to debit your Pre-Arrival Account so that we can wire transfer the funds to the same bank account that they originated from and in the same currency as was originally received. You may be charged wire transfer, processing, foreign exchange and other fees by your local bank, payment provider, or other financial institution. These fees are your responsibility and must be paid separately by you directly to your local bank, payment provider, or other financial institution.
 - a) If your one-time wire transfer was sent in Canadian dollars, you will be charged a \$25 fee for the return wire transfer.
 - b) If your one-time wire transfer was sent in a non-Canadian currency, you will be charged a \$100 fee for the return wire transfer and you also acknowledge that Section 14 will apply in respect of the conversion of funds back into the non-Canadian currency. This means you may not receive the amount that you originally transferred or paid and you shall be responsible for any resulting Losses, including any foreign exchange losses due to fluctuations in foreign currency pricing, and any intermediary bank charges or fees.
 - c) In addition to any of the applicable fees listed in this Section 16, if the return wire transfer sent by us to your original bank account is returned to CIBC for whatever reason, you will be charged a wire return fee as set out in the CIBC Personal Deposit Account Agreements and Disclosures. Where the return wire funds are in a non-Canadian currency, you also acknowledge that Section 14 will apply in respect of the conversion of funds into Canadian dollars.
 - d) In addition to any of the applicable fees listed in this Section 16, if the return wire transfer to be sent by us is required to be sent to a bank account other than your original bank account, or must otherwise be sent as a newly-originated outgoing wire transfer, in either case for whatever reason, you will be charged an outgoing wire payment fee as outlined in the CIBC Personal Deposit Account Agreements and Disclosures.

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- e) Upon request, if we choose to return or refund any funds, transfers, or payments you have made, you must complete the account closure process set out in the Secure Portal and provide us with such documents and information as we may require. Failure to provide us with the required documents and information may result in a delay or failure to return or refund the funds to you.
- f) We may also return or refund any funds, transfers, or payments for one of the following reasons:
 - i) the funds transfer contains incorrect information or is missing required information;
 - ii) the amount received by us is different than the expected amount for whatever reason;
 - iii) the Pre-Arrival Account is being closed and is holding funds;
 - iv) the funds received were not from an account in your name;
 - v) more than one funds transfer was sent;
 - vi) you withdraw your consent to us communicating with you electronically before we activate your Pre-Arrival Account;
 - vii) if required by applicable law, including anti-money laundering legislation and sanctions laws, including economic, financial or trade sanctions.
- g) We will have no liability for any Losses you may incur resulting from or in connection with any wire transfers we return or refund to you. You agree to indemnify and hold CIBC harmless from all losses, damages, costs, demands, claims, expenses, including the fees of settlement participants, and any other consequences which CIBC might suffer or incur, other than pursuant to its own gross negligence or willful default, in connection with any wire transfers we return or refund to you.
- h) We are also not responsible for any Losses you may incur relating to or in connection with a failure to obtain any required approval(s), including those involving immigration, study or work.

Part D: Secure Portal

- 17. **Use:** You must use your email, phone number provided to us, and one time verification code (OTVC) to access the Secure Portal.
- 18. **One-time verification code (OTVC):** You agree to keep your OTVC absolutely confidential; it is 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 OTVC is. Your OTVC will be valid for 10 minutes after which a new code will be required to access the Secure Portal.
- 19. Email, Phone Number, OTVC Becomes Known: If you suspect that someone else knows your OTVC or is using your email, phone number, you must notify us by calling 1 902-420-2422 as soon as possible (and in any case within 24 hours after learning or suspecting such use or suspected loss) and follow the instructions given you. If you suspect that someone else knows your OTVC, you must request another OTVC immediately. If you lose access to receiving a OTVC or the unique link to access the Secure Portal, visit a CIBC banking center when you arrive in Canada to access your Pre-Arrival Account.
- 20. **Responsibility for Losses:** You are responsible for any Losses that result from your own use of your email, phone number, and your OTVC. You are also responsible for any Losses that result from any use by a third party of your email, phone number, and your OTVC. Without limiting the generality of the first sentence in this Section 20, you are also responsible for any Losses that result if:
 - a) You make an entry error when using the Secure Portal; and
 - b) Someone else uses your email, phone number, or your one-time verification code without your authority but your actions (or inaction) contribute to that unauthorized use.
- 21. Instructions: You acknowledge that each Instruction that you provide to us is final. You agree that we may rely on your Instructions (including your electronic acceptance of these Terms and Conditions and other online agreements) as if you had provided us with a paper copy of them. 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. You agree that we may maintain a record of your Instructions. Our records of your Instructions will be binding on you in a dispute, including any legal proceedings, unless you provide clear proof that our records are wrong or incomplete.

- 22. E-mail: E-mail sent over the Internet is not secure and may be lost, intercepted, or altered. Except as otherwise specified in another written agreement that you have entered into with us, you agree that we are under no obligation to accept or act on any instructions you provide to us by e-mail. If you send us confidential information by e-mail, we will not be liable if it is lost or intercepted, altered or misused by someone else. If you send us an e- mail, you agree that we may (at our sole discretion) respond to you by e-mail, and provide by e-mail any confidential information that you have requested; you also agree we will not be liable if the information we provide to you by e-mail as contemplated in this Section 22 is lost or intercepted, altered or misused by someone else.
- 23. 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 the Secure Portal 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, you must sign off of the Secure Portal and close your browser as soon as you finish using it.

Part E: Electronic Delivery

24. You agree to provide us with a correct and operational e-mail address for you and to notify us promptly of any changes to your e-mail address. You consent to receive by electronic means notices of any changes to these Terms and Conditions and related disclosure documents. Your consent takes effect immediately. You are responsible for retaining a copy of these electronic documents. You may cancel this consent at any time or notify us of changes to your e-mail address by contacting us at 1-902-420-2422. However, if you cancel your consent before we activate your Pre-Arrival Account, any funds transfer that has been initiated will be canceled and your funds will be returned. For legal purposes, documents sent to you electronically will be considered to have been in writing and to have been signed and/or delivered by us. We will not be responsible for any failure to communicate with you because of an incorrect e-mail address. Changing your e-mail address may change your e-mail address for other types of communications we provide to you.

Part F: The Secure Portal

- 25. **Declining Your Instructions:** When using the Secure Portal, you agree that we may decline to act on an Instruction 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.
- 26. **Fees:** You acknowledge that third parties, including internet and wireless service providers, may charge you additional fees for access to the Services using an Electronic Device.
- 27. Intellectual Property Rights: All information and tools we provide online, and all software and systems used by us to provide the Services, the Secure Portal and the Website, are proprietary to, and owned by, us, and our 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 Terms and Conditions, 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, the Secure Portal or the Website; (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 Website, the Secure Portal 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, data mining software, or any other automated tools or data gathering or extracting software on such content or to collect any information from the Website 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.
- 28. Access to Secure Portal; No Streaming of Information: You agree that you will not use the Secure Portal, the Services or our Website 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 the Secure Portal, the Services or our Website, or to stream or otherwise make available any information we

provide online. The Secure Portal will only be accessible until you have opened your new CIBC account after arriving in Canada, or a maximum of 12 months after the opening of the Pre-Arrival Account.

29. Electronic Device: You acknowledge that access to the Secure Portal 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 Websites and you agree to regularly access the Secure Portal through a Website other than through an Electronic Device that does not have any restrictions to view any content thereon.

PART G: Liability, Warranties, and Withdrawal of Access

- 30. Limitation of Liability: You understand and agree that we will be liable to you only for direct damages resulting from our gross negligence, fraud or willful misconduct arising directly from the performance by us of our obligations under these Terms and Conditions and we will not be liable to you for any other damages. Also, we will not under any circumstances be liable to you for any other Losses, including indirect, incidental, special, punitive or consequential losses or damages including loss of profits, damages for inconvenience, 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 any services, including the Services, provided to you by us, even if we were advised of the possibility of damages or were negligent. These limitations apply to any act or omission of us or our officers, directors, affiliates, agents or suppliers, whether or not the act or omission would otherwise give rise to a cause of action in contract, tort (including negligence), statute or any other doctrine of law. Gross negligence in this Section 30 means conduct (whether through action or inaction, or through words or silence) which is a marked and flagrant departure from the conduct ordinarily expected of a reasonable and prudent person in our position, or (b) so wanton and reckless as to constitute an utter disregard for harmful, foreseeable and avoidable consequences.
- 31. No Liability in Certain Cases: Subject to applicable law and notwithstanding Section 30, we will not under any circumstances be liable to you for any Losses resulting from:
 - i) Failure to sign off of the Secure Portal after you have finished using it, regardless of how the Service was accessed;
 - ii) Failure to comply with any of your obligations under these Terms and Conditions;
 - iii) Failure to use up to date anti-virus software, anti-spyware software and a firewall on the Electronic Device you use to access the Secure Portal, if such security measures are available for the Electronic Device you used;
 - iv) Government restrictions or actions;
 - v) A situation in which the Secure Portal is unavailable for any reason, or is available but subject to delays or errors; or
 - vi) The circumstances where we have indicated that we will not be liable or responsible, or that you are responsible for under these Terms and Conditions.

These limitations 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.

32. **No Warranties:** Except for explicit promises we make to you in another agreement in writing, we disclaim any warranties and conditions (including any oral, implied or statutory warranties and conditions) regarding the nature, quality or character of the Secure Portal, the Services, the Website and the Pre-Arrival Account, including any warranties and conditions as to merchantability, operation, currency, timeliness, merchantable quality, fitness for a particular purpose, title, non-infringement, security, and accuracy. We do not represent or warrant that (i) the Services, the Secure Portal or the Website will meet your requirements; (ii) the Services, the Secure Portal or the Website will be error free or provided on an uninterrupted or continuous basis; (iii) there will be no delays, no difficulties in use, no defects, or no incompatibilities with your use of the Services, the Secure Portal or the Website; (iv) all deficiencies in the Services, the Secure Portal or the Website and any communication from us, whether from the Website, or otherwise, is free of viruses, malicious code, unauthorized programs, disable code, or other harmful components.

33. Withdrawal of Access: We may terminate these Terms and Conditions with you or withdraw your access to the Secure Portal or the Services 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.

Part H: Other

- 34. Accessing Website from other Jurisdictions: You acknowledge and agree that while you may access the Website from other jurisdictions outside of Canada, some aspects of the Services or some information on the Website 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 Website or the Services, or otherwise. If you access or use the Services or the Website 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 Website by you.
- 35. **Privacy and Data Confidentiality:** You consent to the collection, use and sharing of your personal information as described in CIBC's privacy policy Your Privacy is Protected. This includes collecting information about you from, and sharing it with, the IRCC and other such parties as may reasonably be required for the purposes of (i) providing you access to and use of the Services; (ii) to assist in addressing services enquiries and disputes related to your use of CIBC Smart Arrival; (iii) identifying you; (iv) verifying information you give CIBC; (v) protecting you and CIBC from errors and criminal activity; and (vi) complying with legal and regulatory obligations. CIBC may communicate with you for any of these purposes by phone, fax, text, or other electronic means, and automatic dialing- announcing device, at any numbers you have provided CIBC, or internet, mail, or any other methods. CIBC's privacy policy is available at any branch or <u>www.cibc.com/privacy</u>. This policy may be amended, replaced or supplemented from time to time. The CIBC Group includes CIBC and its Canadian affiliates that offer deposits, loans, mutual funds, securities trading, portfolio management, investment counseling, mortgages, credit cards, trust services, insurance, and other products and services.
- 36. **Governing Law, etc.:** These Terms and Conditions are governed and interpreted in accordance with the laws of the province of Ontario and the applicable laws of Canada and you agree to submit to and be bound by those laws and the courts of Ontario in the event of any dispute relating to these Terms and Conditions. Any judgment we obtain will not affect your obligations under these Terms and Conditions.
- 37. **Severability:** If any term of these Terms and Conditions 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.
- 38. Language: You have expressly requested that this Agreement and any related documents, including notices, be drawn up in English.

Vous avez expressément exigé que cette Entente et tout document, y compris tout avis, qui s'y rattache, soient rédigés en anglais.

Part I: Definitions

- 39. **Definitions:** In these Terms and Conditions, the following terms have the meanings specified below:
 - a) "CIBC Smart Arrival" means the program associated with the Pre-Arrival Account and the Secure Portal.
 - b) **"Electronic Device"** means any electronic device that we allow you to use to access the Secure Portal including, a personal computer, cellular phone, telephone, smart phone, wearable device or personal digital assistant.
 - c) "Eligible Country" means a country found on the list of eligible countries maintained on the Website.
 - d) "Including" means including but not limited to.
 - e) "Instruction" means an instruction that is communicated to us after accessing the Secure Portal using the onetime verification code (OTVC).
 - f) "IRCC" refers to Immigration, Refugees and Citizenship Canada.
 - g) "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 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, CIBC Smart Arrival, the Secure Portal, the Web Site or the Services provided to you, even if CIBC was advised of the possibility of damages or was negligent.
 - h) "Pre-Arrival Account" means the temporary, no fee CIBC Smart Account associated with CIBC Smart Arrival.
 - i) **"Secure Portal"** means the online platform that allows you to apply for the Services, conduct the one time wire transfer, and view information after inputting your OTVC.
 - j) "Services" means any product or services described in these Terms and Conditions.
 - k) "Terms and Conditions" means the CIBC Smart Arrival Terms and Conditions
 - I) "We", "us" and "our" means CIBC and its affiliates.
 - m) "Website" means any website operated by CIBC or a CIBC affiliate through which you sign on to the Secure Portal.
 - n) "You" and "your" means the customer using the Services.

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