

Last revised: December 9, 2017. Changes from the previous version have been made to incorporate new *Interac* e-Transfer features to register to be an Autodeposit Recipient, to send a Request Money, and to receive notices by text message. Changes have also been made to remove the requirement for a Simplii Financial Sender to reclaim an *Interac* e-Transfer amount that has not been claimed by the Recipient.

## Terms and Conditions

By selecting I Agree, you are bound by the Terms and Conditions of the *Interac* e-Transfer service. If you do not agree, you will not be able to set up the *Interac* e-Transfer service.

## Terms and Conditions on Simplii Financial<sup>™</sup> *Interac* e-Transfer Service

### 1. Terms

Your use of the Service is governed by these Terms and Conditions (the "Terms"). Changes to these Terms will be effective when posted on this page or if we<sup>†</sup> so choose, at the time we send you an e-mail providing notice of the changes. ("We", "us", and "our" mean Canadian Imperial Bank of Commerce, and any member of the CIBC group of companies that provide you with a Simplii Financial product or service.) Your use of the Service after any change indicates you consent to the change. You may view this page at any time by selecting "Terms Conditions" from the "Status" page of the Service.

These Terms are in addition to the Simplii Financial Products and Services Agreement Terms and Conditions ("Products and Services Agreement"). However, if any of these Terms conflict with any part of the Products and Services Agreement, these Terms will prevail with respect to the Service. View the Products and Services Agreement by selecting the link below.

[Products and Services Agreement](#)

### 2. Definitions

In these Terms:

"**Account**" has the meaning given to it in the Products and Services Agreement.

"**Autodeposit**" means an *Interac* e-Transfer that is automatically deposited to the designated account of a Recipient without answering a Security Question.

"**Autodeposit Recipient**" means a Recipient who has registered for Autodeposit at a Participating Financial Institution.

"**CertaPay**" means CertaPay, a division of Acxsys Corporation, a corporation that supplies Services related to the System to us and other Participating Financial Institutions.

"**Interac e-Transfer**" means a money transfer sent or received using the Service.

"**Online Banking**" has the meaning given to it in the Products and Services Agreement.

"**Participating Financial Institution**" means a financial institution participating in the System, and includes us.

"**Person**" means a natural Person, corporation, partnership, association or other entity.

"**Recipient**" means a Person who claims an *Interac* e-Transfer, and if applicable, includes an Autodeposit Recipient or a Requestor whose Request Money has been fulfilled, and "**Simplii Financial Recipient**" means a Recipient who does so as a Simplii Financial customer.

"**Request Money**" means a request for an *Interac* e-Transfer in a specified amount sent by a Person from a Participating Financial Institution.

"**Requestor**" means a Person who sends a Request Money from a Participating Financial Institution.

"**Sender**" means a Person who instructs a Participating Financial Institution to send an *Interac* e-Transfer (including, if applicable, to fulfil a Request Money), and "Simplii Financial Sender" means a Sender who does so as a Simplii Financial customer.

"**Service**" means the service available to Simplii Financial customers through Simplii Financial Online Banking that uses e-mail, text messaging or other forms of communication to send, receive, and request an *Interac* e-transfer.

"**System**" means the system for sending and receiving an *Interac* e-Transfer operated by us and other financial institutions.

"**you**" and "**your**" mean the Simplii Financial Sender or Simplii Financial Recipient, as the case may be, using the Service.

### 3. Canadian funds only

The Service is available only for an *Interac* e-Transfer in Canadian funds.

### 4. Fees

We charge the following fees to Simplii Financial Senders:

- To Simplii Financial Sender to stop payment on an *Interac* e-Transfer - \$3.50

Other Participating Financial Institutions and CertaPay may charge fees to their customers as Senders or Recipients.

## **5. Limits for sending, receiving, or requesting an *Interac* e-Transfer**

We will not send any Transfer that is less than \$0.01.

We may set limits for the amount of money you are allowed to send, receive, and request, and the number of requests you are allowed to make using the Service. We may block attempts to send, receive, or request an *Interac* e-Transfer that exceed such limits. We may also change such limits at any time, and from time to time, without prior notice to you. Other Participating Financial Institutions and CertaPay may also set limits for sending, receiving, or requesting an *Interac* e-Transfer. We shall not be responsible or liable for any losses or damages that you or any other Person may incur arising from such limits set by us, CertaPay or any other Participating Financial Institution or changes to such limits.

Limits set by us for sending:

- We may block an *Interac* e-Transfer by a Simplii Financial Sender if it exceeds \$3,000 or if the total amount sent exceed any of:
  - \$3,000 in any 1-day period
  - \$10,000 in any 7-day period
  - \$30,000 in any 30-day period

Limits set by us for receiving:

- We may block an *Interac* e-Transfer sent to a Simplii Financial Recipient if the total amount received by that Recipient exceed any of:
  - \$10,000 in any 1-day period
  - \$70,000 in any 7-day period
  - \$300,000 in any 30-day period

Limits set by Simplii Financial for requesting:

- Simplii Financial may block a Request Money by a Simplii Financial Requestor if
  - the *Interac* e-Transfer amount requested exceeds \$1,000
  - the total number of all unfulfilled Request Money sent by that Requestor exceeds 10
  - the number of identical Request Money (i.e., same recipient and amount) exceeds 10

## **6. Autodeposit registration**

To become a Simplii Financial Autodeposit Recipient, you must register for Autodeposit by completing a secure verification step and registering an email address to an Account which you designate. Following registration, any *Interac* e-Transfer sent to you will be deposited into the designated Account without further action from you. You will not be able to decline an *Interac* e-Transfer sent to an email address registered for Autodeposit, once registration is complete.

## **7. Sending notice you have initiated an *Interac* e-Transfer and withdrawal of the *Interac* e-Transfer amount**

As a Simplii Financial Sender, when you initiate an *Interac* e-Transfer, we immediately withdraw the *Interac* e-Transfer amount from the Account which you designate. Then, within about 30 minutes, we send a notice to the email address or mobile telephone number you provide. The notice will identify you as the Sender and disclose your email address or mobile telephone number, the *Interac* e-Transfer amount, the name of the Recipient, and that you are using our services. Except in the case of an *Interac* e-Transfer to an Autodeposit Recipient, we hold the *Interac* e-Transfer amount until the Recipient has claimed the *Interac* e-Transfer (including answering the Security Question as set out below), you stop payment on the *Interac* e-Transfer, or the unclaimed funds are automatically re-deposited to your Account.

When you initiate an *Interac* e-Transfer to an Autodeposit Recipient, you will be prompted to confirm that the Recipient is your intended Recipient. The *Interac* e-Transfer amount is automatically deposited into the Autodeposit Recipient's account.

## **8. Sending a Request Money**

When you send a Request Money, we may send a notice to the email address or the mobile telephone number you provide. The notice will identify you as the Requestor and disclose your email address, the Request Money amount, that you are using our services, and if applicable, the reason for the Request Money or reference number. You can cancel a Request Money before the Request Money is fulfilled by selecting the specific Request Money from the "Status" page of the Service and following the instructions for cancelling.

As a Simplii Financial Requestor, you agree to only send a Request Money to a Person with whom you have a personal, family, or business relationship.

A notice will not be sent to a Person who has blocked your email address or opted out of receiving any Request Money.

## **9. Request Money Fulfilment**

As a Simplii Financial Sender, you can fulfil a Request Money by accepting the Request Money to initiate an *Interac* e-Transfer. Simplii Financial immediately withdraws the amount specified in the Request Money from the Account which you designate and such amount will be automatically deposited into the Requestor's designated account. You must confirm that the Requestor is your intended Recipient before sending money to fulfil the Request Money. If not fulfilled, a Request Money will expire within the number of days specified in the Request Money.

## 10. Security Question (not applicable to an *Interac e-Transfer* sent to Autodeposit Recipients or Requestors)

To send an *Interac e-Transfer*, a Sender must provide a security question (the "**Security Question**") and answer. To prevent unauthorized access to the *Interac e-Transfer*, the answer to the Security Question must be something known only to the Sender and the Recipient. We will not be responsible or liable for any losses or damages incurred by a Sender or Recipient if the Sender creates a Security Question the answer to which can be easily obtained or guessed by a Person other than the Recipient.

As a Simplii Financial Sender you agree a) that you will keep the answer to each Security Question secret and will disclose it only to the Recipient, b) that you will not use any optional message that may accompany the *Interac e-Transfer* to send the Recipient the answer to the Security Question, c) that you will confirm that the Recipient is your intended Recipient before sending an *Interac e-Transfer* to an Autodeposit Recipient, and d) that you will confirm that the Requestor is your intended Recipient before fulfilling a Request Money.

To claim or decline an *Interac e-Transfer*, a Recipient must provide the correct answer to the Security Question. A Recipient who does not provide the correct answer to the Security Question will not be allowed to claim or decline an *Interac e-Transfer*.

As a Simplii Financial Recipient you agree that you will keep the answer to the Security Question secret and disclose it only as required to claim the *Interac e-Transfer*.

Each new Security Question and answer you provide as a Simplii Financial Sender for an *Interac e-Transfer* to a Recipient, replaces the Security Question and answer for any earlier *Interac e-Transfer* pending from you as a Simplii Financial Sender to that Recipient.

## 11. Authorization to the *Interac e-Transfer*

We and all other Participating Financial Institutions are authorized to pay the *Interac e-Transfer* amount to anyone who, using Simplii Financial Online Banking or the online banking service of another Participating Financial Institution,

- a) claims the *Interac e-Transfer* as the Recipient and correctly answers the Security Question, whether or not that person is the person intended as Recipient by the Sender;
- b) has registered for Autodeposit and you confirm is the correct Recipient; or
- c) sends you a Request Money that you fulfil.

Similarly we, CertaPay and CertaPay's agent are entitled to pay the *Interac e-Transfer* amount to anyone who, using the CertaPay website,

- a) claims the *Interac e-Transfer* as the Recipient and correctly answers the Security Question, whether or not that person is the person intended as Recipient by the Sender;
- b) has registered for Autodeposit and you confirm is the correct Recipient, or
- c) sends you a Request Money that you fulfil.

We will not be liable for losses incurred by Senders or Recipients as the result of

- a) the misuse, improper communication or improper disclosure of the answer to the Security Question,
- b) the improper confirmation of an Autodeposit Recipient, or
- c) the improper fulfilment of a Request Money.

## 12. Claiming or declining an *Interac e-Transfer* (Not applicable to an *Interac e-Transfer* sent to Autodeposit Recipients or Requestors)

A Recipient may claim or decline an *Interac e-Transfer*:

- using Simplii Financial Online Banking,
- using the online banking service of another Participating Financial Institution, or
- using the CertaPay payment service.

A Recipient who wishes to claim or decline an *Interac e-Transfer* using Simplii Financial Online Banking or the online banking service another Participating Financial Institution will be required to accept the terms and conditions presented by that financial institution for its online banking service.

A Recipient who wishes to claim or decline an *Interac e-Transfer* using the CertaPay payment service provided through CertaPay will be required to accept the Terms and Conditions presented by CertaPay for the payment service.

If a Recipient declines an *Interac e-Transfer* you have initiated as a Simplii Financial Sender, you will be sent an email notice that the Recipient has declined it, and the *Interac e-Transfer* will no longer be available to the Recipient, and you may reclaim the *Interac e-Transfer* amount.

## 13. Time required to complete an *Interac e-Transfer*

Recipients (who successfully claim an *Interac e-Transfer*) using Simplii Financial Online Banking or the online banking services of another Participating Financial Institution should generally receive funds within minutes. Recipients (who successfully claim an *Interac e-Transfer*) using the CertaPay payment service should generally receive funds within 3 to 5 business days. However, the actual time to receive funds through either process will vary and may take significantly longer depending on the circumstances, and we makes no representation or warranty regarding the maximum time required to complete an *Interac e-Transfer*.

**Interac e-Transfer Terms and Conditions****14. Time limit for a Recipient to claim an *Interac* e-Transfer (Not applicable to any *Interac* e-Transfer to Autodeposit Recipients or Requestors) or for a Request Money to be fulfilled**

A Recipient has 30 days from the time an *Interac* e-Transfer is initiated by a Sender to claim the *Interac* e-Transfer (including answering the Security Question), after which the *Interac* e-Transfer will expire. A notice will be sent to you by e-mail or text message if an *Interac* e-Transfer you send as a Simplii Financial Sender expires and the unclaimed funds will be automatically re-deposited to your Account.

**15. If Recipient's email address or mobile telephone number does not accept messages or if *Interac* e-Transfer amount cannot be deposited**

A notice will be sent to you if, after one or more attempts, the e-mail address or mobile telephone number you as Simplii Financial Sender provide for a Recipient does not accept the e-mail message or text message. When you receive the notice, you may reclaim the *Interac* e-Transfer amount, or if the *Interac* e-Transfer has not expired, you may readdress it by selecting the *Interac* e-Transfer from the "Status" page of the Service and following the instructions for readdressing presented. Readdressing the *Interac* e-Transfer restarts the 30 days allowed to the Recipient to claim the *Interac* e-Transfer before it expires.

If the *Interac* e-Transfer amount cannot be deposited into the designated account of the Autodeposit Recipient or Requestor, a notice will be sent to you and the funds will be automatically re-deposited to your Account.

**16. If an *Interac* e-Transfer cannot be paid to a Recipient who uses the CertaPay payment service (Not applicable to any *Interac* e-Transfer to Autodeposit Recipients or Requestors)**

If a Recipient claims an *Interac* e-Transfer (including answering the Security Question) from a Simplii Financial Sender using the CertaPay payment service but provides information for CertaPay or its agent to pay the funds into the Recipient's bank account which is insufficient or incorrect, CertaPay or its agent may do any of the following:

- request additional or corrected information from the Recipient, or
- send a cheque for the *Interac* e-Transfer amount to the Recipient at the street address provided by the Recipient to CertaPay

If the Recipient fails to cash a cheque sent by CertaPay within a time limit set by CertaPay, CertaPay or its agent may return the *Interac* e-Transfer amount to us. The *Interac* e-Transfer amount (less CertaPay charges) would then be returned to the Simplii Financial Sender.

No interest will be paid to the Simplii Financial Sender for the period that the *Interac* e-Transfer amount was held by CertaPay or CertaPay's agent. We will not pay interest for the period the *Interac* e-Transfer amount was not in your Account.

**17. We may cancel an *Interac* e-Transfer or Request Money**

We may cancel an *Interac* e-Transfer or Request Money (without liability to the Sender, Recipient, or Requestor) at any time before the Recipient has claimed the *Interac* e-Transfer (including answering the Security Question) or before the *Interac* e-Transfer amount has been deposited in the designated account of the Autodeposit Recipient or Requestor, if we has reason to believe that the Sender, Recipient, or Requestor is engaging in fraudulent, unlawful or improper activity, or that an error or mistake has occurred.

**18. Unclaimed *Interac* e-Transfer amount**

As a Simplii Financial Sender, if you send an *Interac* e-Transfer that expires without being claimed, the unclaimed amount will be automatically re-deposited to your Account. We will not pay interest for the period the *Interac* e-Transfer amount was not in your Account.

**19. Stopping payment on an *Interac* e-Transfer (Not applicable to an *Interac* e-Transfer sent to Autodeposit Recipients or Requestors)**

As a Simplii Financial Sender you may request that we stop payment on an *Interac* e-Transfer (by selecting the *Interac* e-Transfer from the "Status" page of the Service and following the instructions for stopping payment presented) at any time before the Recipient has claimed the *Interac* e-Transfer (including answering the Security Question). You will be bound by any additional terms that are presented to you at the time of the stop payment request. If the stop payment is successful, the amount of the *Interac* e-Transfer will be automatically deposited into the Account indicated by you as part of the request. We will not pay any interest on the *Interac* e-Transfer amount returned to you as a result of a stop payment request for the period the *Interac* e-Transfer amount was not in your Account.

As a Simplii Financial Recipient, you agree that an *Interac* e-Transfer may be stopped at any time by the Sender before you have claimed the *Interac* e-Transfer (including answering the Security).

**20. Correcting your email address or mobile telephone number**

You agree to provide us with a correct and operational email address or mobile telephone number for you and to notify us promptly of any changes to your email address or mobile telephone number. You may notify us of changes to your email address or mobile telephone number through the "Edit My Profile" page of the Service. We and our suppliers will use the email address or mobile telephone number you supply for the purpose of providing you with the Service and communicating with you regarding the Service and will not be responsible for any failure to provide you with the Service or communicate with you because you have failed to provide us with a correct and operational email address or mobile telephone number. Changing your email address or mobile telephone number for the Service may change your email address for other Simplii Financial services or communications.

## **21. Providing the email address or mobile telephone number of a Recipient or Sender**

As a Simplii Financial Sender or Requestor you are responsible for providing a correct and operational email address or mobile telephone number for the Recipient or Sender, and for notifying us promptly of any change to the email address or mobile telephone number of a Recipient or Sender. A Simplii Financial Sender or Simplii Financial Requestor may notify us of a change to the Recipient's or Sender's email address or mobile telephone number through the **"Edit Contact"** page of the Service. We will not be liable for any loss resulting from a failure to complete an *Interac* e-Transfer or a misdirected *Interac* e-Transfer that occurs as a result of the Simplii Financial Sender's or Simplii Financial Requestor's failure to provide a correct and operational email address for the Recipient or Sender. You agree not to provide the Recipient's or Sender's email address or mobile telephone number (and not to initiate an *Interac* e-Transfer to the Recipient or Send a Request Money to the Sender) unless the Recipient or Sender has consented to you giving his or her email address or mobile telephone number to us, other Participating Financial Institutions and CertaPay, and their respective suppliers and agents.

## **22. Use of information**

Personal information collected by us relating to the Service, including e-mail addresses or mobile telephone numbers of Simplii Financial Senders, Simplii Financial Requestors, and Simplii Financial Recipients, will be treated in accordance with our privacy policies, as described in the Simplii Financial Products and Services Agreement Terms and Conditions and in Your Privacy is Protected (select link below to view). We will share the personal information of Simplii Financial Senders, Simplii Financial Requestors and Simplii Financial Recipients with other Participating Financial Institutions, with CertaPay, and with CertaPay's suppliers and agents, for purposes of operating the Service.

[Your Privacy Is Protected](#)

## **23. Disclaimer of warranties and limitation of liability**

We provide the Service "as is" and, to the greatest extent permitted by law, disclaims all warranties and conditions of any kind, express or implied, including warranties or conditions of merchantability or fitness for purpose, and liability for direct, indirect, incidental, special, consequential and punitive damages of any kind, including, without limitation, any costs, fees, expenses or losses, whether in tort or contract or based on any other legal theory, and whether due to our or our suppliers' and their respective agents' negligence or breach of contract (including fundamental breach), and whether caused by or attributable to a) use or inability to use the Service, b) act or omission of a third party, including a Participating Financial Institution or CertaPay, c) Sender, Requestor, or Recipient error, d) payment made to an individual who correctly answers the Security Question, even if that individual was not the Recipient intended by the Sender, or e) any other cause.

## **24. Misrepresentation, fraud or unlawful act**

You agree that you will not misrepresent your identity or attempt to impersonate any Person for the purpose of requesting, sending or receiving *Interac* e-Transfers through the Service. You will not use the Service for any purpose that is unlawful, fraudulent or contrary to these Terms, nor in any manner that could undermine the security or integrity of the Service.

## **25. Your responsibility for reviewing the status of Interac e-Transfers**

You are responsible for reviewing the status of the *Interac* e-Transfer you request, send or receive (by examining the "Status" page of the Service). You agree to bring any errors or discrepancies that you discover to our attention as soon as possible, by calling the following phone number: 1 888-872-4724.

## **26. Independence of Interac e-Transfer from other transactions**

An *Interac* e-Transfer is independent from any transaction between the Requestor, Sender and Recipient to which it may relate, and we will have no obligations arising from such transaction even if we have knowledge of it. Without in anyway limiting the generality of the foregoing, if you, as a Simplii Financial Requestor, Simplii Financial Sender or Simplii Financial Recipient, use the Service to facilitate payment or receipt of payment for goods or services, debts or other obligations, gifts or donations or any other transaction between you and a Recipient (including a Simplii Financial Recipient or Simplii Financial Requestor) or Sender (including a Simplii Financial Sender), you must settle directly with such Recipient or Sender any disputes or claims you may have arising from such transaction. We will have no responsibility or liability for any such disputes or claims, including, without limitation, any disputes or claims arising from i) errors or omissions made by a Requestor, Sender or Recipient in connection with using the Service, ii) a Requestor or Recipient not giving credit to, or acknowledging payment from, a Sender in respect of an *Interac* e-Transfer made by the Sender to the Requestor or Recipient, iii) a Requestor or Recipient imposing additional charges (such as late fees or interest penalties) or taking any other action, or iv) bill or invoice payment or other payment credit processing delays by a Requestor, Recipient or other Person.

## **27. Optional message field**

An optional message included by a Sender with an *Interac* e-Transfer or a Requestor with a Request Money will not be examined by us. We assume no responsibility for the contents of the optional message. No communication should be addressed to Simplii Financial or any Participating Financial Institution or CertaPay using the optional message field.

## **28. Intellectual property rights**

You agree that we and our licensors and suppliers own all copyright, trademark, patent and other intellectual property rights in the Service.

**Interac e-Transfer Terms and Conditions**

**29. We may refuse to provide service**

These Terms apply whenever you use the Service for any *Interac* e-Transfer or Request Money. However, nothing in these Terms obliges us to provide the Service to you for any particular *Interac* e-Transfer or Request Money, even if we have done so in the past. We may modify or discontinue the Service, or cancel or suspend your access to the Service, at any time without notice and without liability to you. We are entitled to block, stop or cancel an *Interac* e-Transfer or a Request Money without liability to you.

**30. No waiver**

We may strictly enforce these Terms at any time, even if it has not done so in the past. Failure to enforce any part of these Terms will not be considered a waiver.

**31. Residents of Quebec only**

You have agreed that these Terms and any related documents are to be in English. *Vous avez convenu que ces modalités et tous les documents s'y rattachant soient rédigés en anglais.*